UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

☑ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2021

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission File Number: 001-39528

PACTIV EVERGREEN INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware	**98-1538656**
(State or Other Jurisdiction of Incorporation or Organization)	**(I.R.S. Employer Identification Number)**

1900 W. Field Court
Lake Forest, Illinois 60045
(Address of principal executive offices) (Zip Code)

Telephone: (847) 482-2000
(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, $0.001 par value	PTVE	Nasdaq Global Select Market

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☑ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See 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 13(a) of the Exchange Act ☐

Indicate by check mark whether the registrant is a shell company (as defined by Rule 12b-2 of the Exchange Act). Yes ☐ No ☑

The registrant had 177,157,710 shares of common stock, $0.001 par value per share, outstanding as of April 30, 2021.

Table of Contents

		Page
PART I.		
Item 1.	Financial Statements (Unaudited)	2
	Condensed Consolidated Statements of (Loss) Income	2
	Condensed Consolidated Statements of Comprehensive Loss	3
	Condensed Consolidated Balance Sheets	4
	Condensed Consolidated Statements of Equity	5
	Condensed Consolidated Statements of Cash Flows	6
	Notes to the Condensed Consolidated Financial Statements	8
Item 2.	Management's Discussion and Analysis of Financial Condition and Results of Operations	26
Item 3.	Quantitative and Qualitative Disclosures about Market Risk	32
Item 4.	Controls and Procedures	33
PART II.	**OTHER INFORMATION**	34
Item 1.	Legal Proceedings	34
Item 1A.	Risk Factors	34
Item 2.	Unregistered Sales of Equity Securities and Use of Proceeds	34
Item 3.	Defaults Upon Senior Securities	34
Item 4.	Mine Safety Disclosures	34
Item 5.	Other Information	34
Item 6.	Exhibits	35
	Signatures	36

PART I - FINANCIAL INFORMATION

Item 1. Financial Statements.

Pactiv Evergreen Inc.

Condensed Consolidated Statements of (Loss) Income
(In millions, except per share amounts)
(Unaudited)

	For the Three Months Ended March 31,	
	2021	**2020**
Net revenues	$ 1,164	$ 1,212
Cost of sales	(1,056)	(1,038)
Gross profit	**108**	**174**
Selling, general and administrative expenses	(126)	(123)
Restructuring, asset impairment and other related charges	2	(3)
Other income, net	6	77
Operating (loss) income from continuing operations	**(10)**	**125**
Non-operating income, net	23	16
Interest expense, net	(42)	(102)
(Loss) income from continuing operations before tax	**(29)**	**39**
Income tax benefit	18	94
(Loss) income from continuing operations	**(11)**	**133**
(Loss) income from discontinued operations, net of income taxes	(3)	3
Net (loss) income	**(14)**	**136**
Income attributable to non-controlling interests	(1)	—
Net (loss) income attributable to Pactiv Evergreen Inc. common shareholders	**$ (15)**	**$ 136**
(Loss) earnings per share attributable to Pactiv Evergreen Inc. common shareholders		
From continuing operations		
Basic	$ (0.07)	$ 0.99
Diluted	$ (0.07)	$ 0.99
From discontinued operations		
Basic	$ (0.02)	$ 0.02
Diluted	$ (0.02)	$ 0.02
Total		
Basic	$ (0.09)	$ 1.01
Diluted	$ (0.09)	$ 1.01

See accompanying notes to the condensed consolidated financial statements.

Pactiv Evergreen Inc.

Condensed Consolidated Statements of Comprehensive Loss
(In millions)
(Unaudited)

	For the Three Months Ended March 31,	
	2021	**2020**
Net (loss) income	$ (14)	$ 136
Other comprehensive loss, net of income taxes:		
Currency translation adjustments	(20)	(173)
Other comprehensive loss	(20)	(173)
Comprehensive loss	**(34)**	**(37)**
Comprehensive income attributable to non-controlling interests	(1)	—
Comprehensive loss attributable to Pactiv Evergreen Inc. common shareholders	**$ (35)**	**$ (37)**

See accompanying notes to the condensed consolidated financial statements.

Pactiv Evergreen Inc.

Condensed Consolidated Balance Sheets
(In millions, except share amounts)
(Unaudited)

	As of March 31, 2021	As of December 31, 2020
Assets		
Cash and cash equivalents	$ 328	$ 458
Accounts receivable, net of allowances for doubtful accounts of $3 and $3	425	375
Related party receivables	49	55
Inventories	816	784
Other current assets	150	175
Assets held for sale	—	26
Total current assets	**1,768**	**1,873**
Property, plant and equipment, net	1,687	1,685
Operating lease right-of-use assets, net	278	260
Goodwill	1,760	1,760
Intangible assets, net	1,079	1,092
Deferred income taxes	9	7
Other noncurrent assets	170	166
Total assets	**$ 6,751**	**$ 6,843**
Liabilities		
Accounts payable	$ 356	$ 313
Related party payables	8	10
Current portion of long-term debt	15	15
Current portion of operating lease liabilities	56	57
Income taxes payable	10	10
Accrued and other current liabilities	332	322
Liabilities held for sale	—	12
Total current liabilities	**777**	**739**
Long-term debt	3,903	3,965
Long-term operating lease liabilities	236	217
Deferred income taxes	170	193
Long-term employee benefit obligations	496	519
Other noncurrent liabilities	143	136
Total liabilities	**$ 5,725**	**$ 5,769**
Commitments and contingencies (Note 13)		
Equity		
Common stock, $0.001 par value; 2,000,000,000 shares authorized; 177,157,710 shares issued and outstanding as of March 31, 2021 and December 31, 2020	**$ —**	**$ —**
Preferred stock, $0.001 par value; 200,000,000 shares authorized; no shares issued or outstanding	—	—
Additional paid in capital	618	614
Accumulated other comprehensive loss	(369)	(349)
Retained earnings	773	806
Total equity attributable to Pactiv Evergreen Inc. common shareholders	**1,022**	**1,071**
Non-controlling interests	4	3
Total equity	**1,026**	**1,074**
Total liabilities and equity	**$ 6,751**	**$ 6,843**

See accompanying notes to the condensed consolidated financial statements.

Pactiv Evergreen Inc.

Condensed Consolidated Statements of Equity
(In millions, except per share amounts)
(Unaudited)

	Common Stock						
	Shares	Amount	Additional Paid In Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Non-controlling Interests	Total Equity
For the Three Months Ended March 31, 2020							
Balance as of December 31, 2019	134.4	$ —	$ 103	$ (518)	$ 2,494	$ 3	$ 2,082
Net income	—	—	—	—	136	—	136
Other comprehensive loss, net of income taxes	—	—	—	(173)	—	—	(173)
Distribution of Reynolds Consumer Products Inc.(1)	—	—	(48)	(11)	13	—	(46)
Dividends paid to non-controlling interests	—	—	—	—	—	(1)	(1)
Balance as of March 31, 2020	**134.4**	**$ —**	**$ 55**	**$ (702)**	**$ 2,643**	**$ 2**	**$ 1,998**
For the Three Months Ended March 31, 2021							
Balance as of December 31, 2020	177.2	$ —	$ 614	$ (349)	$ 806	$ 3	$ 1,074
Net (loss) income	—	—	—	—	(15)	1	(14)
Other comprehensive loss, net of income taxes	—	—	—	(20)	—	—	(20)
Dividends paid to common shareholders ($0.10 per share)	—	—	—	—	(18)	—	(18)
Equity based compensation	—	—	4	—	—	—	4
Balance as of March 31, 2021	**177.2**	**$ —**	**$ 618**	**$ (369)**	**$ 773**	**$ 4**	**$ 1,026**

(1) Refer to Note 1, *Nature of Operations and Basis of Presentation*, and Note 2, *Discontinued Operations*, for additional details.

See accompanying notes to the condensed consolidated financial statements.

Pactiv Evergreen Inc.

Condensed Consolidated Statements of Cash Flows
(In millions)
(Unaudited)

	For the Three Months Ended March 31,	
	2021	**2020**
Cash provided by (used in) operating activities		
Net (loss) income	$ (14)	$ 136
Adjustments to reconcile net (loss) income to operating cash flows:		
Depreciation and amortization	73	135
Deferred income taxes	(27)	(14)
Unrealized loss on derivatives	1	19
Other asset impairment charges	(2)	1
Non-cash portion of employee benefit obligations	(21)	(15)
Non-cash portion of operating lease expense	20	26
Amortization of OID and DIC	1	3
Loss on extinguishment of debt	1	5
Other non-cash items, net	2	(4)
Change in assets and liabilities:		
Accounts receivable, net	(51)	(47)
Inventories	(35)	(59)
Other current assets	(3)	(1)
Accounts payable	41	34
Operating lease payments	(19)	(25)
Income taxes payable/receivable	25	(68)
Accrued and other current liabilities	13	(153)
Employee benefit obligation contributions	—	(2)
Other assets and liabilities	4	(7)
Net cash provided by (used in) operating activities	**9**	**(36)**
Cash used in investing activities		
Acquisition of property, plant and equipment and intangible assets	(60)	(115)
Disposal of businesses, net of cash disposed	(6)	—
Net cash used in investing activities	**(66)**	**(115)**
Cash (used in) provided by financing activities		
Long-term debt proceeds	—	3,640
Long-term debt repayments	(62)	(3,206)
Deferred financing transaction costs on long-term debt	—	(24)
Premium on redemption of long-term debt	(1)	—
Dividends paid to common shareholders	(18)	—
Cash held by Reynolds Consumer Products at the time of distribution	—	(31)
Other financing activities	—	(2)
Net cash (used in) provided by financing activities	**(81)**	**377**
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(2)	(9)
(Decrease) increase in cash, cash equivalents and restricted cash	(140)	217
Cash, cash equivalents and restricted cash as of beginning of the period	468	1,294
Cash, cash equivalents and restricted cash as of end of the period	**$ 328**	**$ 1,511**
Cash, cash equivalents and restricted cash are comprised of:		
Cash and cash equivalents	$ 328	$ 1,453
Cash and cash equivalents classified as assets held for sale or distribution	—	54
Restricted cash included within other current assets	—	4
Cash, cash equivalents and restricted cash as of end of the period	**$ 328**	**$ 1,511**
Cash paid (received):		
Interest	$ 20	$ 175
Income taxes (refunded) paid	(16)	11

See accompanying notes to the condensed consolidated financial statements.

Significant non-cash investing and financing activities

During the three months ended March 31, 2020, we repurchased and canceled 35,791,985 shares from Packaging Finance Limited ("PFL") in exchange for transferring 100% of the shares in Reynolds Consumer Products Inc. ("RCPI") to PFL. Refer to Note 2, *Discontinued Operations*, for additional information. Refer to Note 16, *Related Party Transactions*, for details of significant non-cash investing and financing activities with related parties.

During the three months ended March 31, 2021 and 2020, we recognized operating lease right-of-use assets and lease liabilities of $33 million and $73 million, respectively.

See accompanying notes to the condensed consolidated financial statements.

Note 1. Nature of Operations and Basis of Presentation

The accompanying condensed consolidated financial statements comprise the accounts of Pactiv Evergreen Inc. (“PTVE”) and its subsidiaries (“we”, “us”, “our” or the “Company”) and have been prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”) for interim financial information and in accordance with the rules and regulations of the United States Securities and Exchange Commission (“SEC”). Accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statements. These unaudited condensed consolidated interim financial statements reflect all normal and recurring adjustments that are, in the opinion of management, necessary for a fair presentation of the results for the interim periods and should be read in conjunction with the consolidated financial statements and the related notes thereto included in our latest Annual Report on Form 10-K for the year ended December 31, 2020 filed with the SEC on February 25, 2021. Operating results for the three months ended March 31, 2021 are not necessarily indicative of the results that may be expected for the fiscal year ending December 31, 2021. All significant intercompany transactions have been eliminated in consolidation.

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the condensed consolidated financial statements and accompanying notes. Although our current estimates contemplate current conditions and how we expect them to change in the future, as appropriate, it is reasonably possible that actual conditions could differ from what was anticipated in those estimates, which could materially affect our results of operations and balance sheet. Among other effects, such changes could result in future impairments of goodwill, intangibles and long-lived assets, and adjustments to reserves for employee benefits and income taxes. The estimated recoverable amounts associated with asset impairments recognized in all periods presented represents a Level 3 measurement in the fair value hierarchy, which includes inputs that are not based on observable market data.

The worldwide COVID-19 pandemic has had, and will continue to have, a significant impact on our results of operations, and it may also have additional far-reaching impacts on many aspects of our operations including the impact on customer behaviors, business and manufacturing operations, our employees and the market in general. The extent to which the COVID-19 pandemic impacts our business, financial condition, results of operations, cash flows and liquidity may differ from management’s current estimates due to inherent uncertainties regarding the duration and further spread of the outbreak, actions taken to contain the virus and how quickly and to what extent normal economic and operating conditions can resume.

On February 4, 2020, we distributed our interest in the operations that represented our former Reynolds Consumer Products ("RCP") business to our shareholder, PFL. The distribution was effected in a tax-free manner. The distribution occurred prior to and in preparation for the IPO of shares of common stock of RCPI ("RCPI IPO"), which was completed on February 4, 2020. To effect the distribution of RCP, we bought back 35,791,985 of our shares from PFL in consideration of us transferring all of our shares in RCPI to PFL. Upon the distribution of RCPI to PFL, we determined that our former RCP business met the criteria to be classified as a discontinued operation.

On September 16, 2020, we distributed our interest in the operations that represented our former Graham Packaging Company ("GPC") business to our shareholder, PFL. The distribution was effected in a tax-free manner. The distribution occurred prior to and in preparation for our initial public offering (“IPO”), which was completed on September 21, 2020. To effect the distribution of GPC, we bought back 14,036,726 of our shares from PFL in consideration of us transferring all of our shares in Graham Packaging Company Inc. (“GPCI”) to PFL. Upon the distribution of GPCI to PFL, we determined that our former GPC business met the criteria to be classified as a discontinued operation.

Unless otherwise indicated, information in these notes to the condensed consolidated financial statements relates to our continuing operations. Certain of our operations have been presented as discontinued. We present businesses that represent components as discontinued operations when the components either meet the criteria as held for sale, or are sold or distributed, and their expected or actual disposal represents a strategic shift that has, or will have, a major effect on our operations and financial results. As discussed in Note 2, *Discontinued Operations*, the assets, liabilities, results of operations and supplemental cash flow information of all of our former RCP segment, distributed in February 2020, and all of our former GPC segment, distributed in September 2020, are presented as discontinued operations for all periods presented. Sales from our continuing operations to our discontinued operations previously eliminated in consolidation have been recast as external revenues and are included in net revenues within operating income from continuing operations. Refer to Note 16, *Related Party Transactions*, for additional details.

(In millions, except per share data and unless otherwise indicated)

Recently Adopted Accounting Guidance

In August 2018, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2018-14, Compensation - Retirement Benefits - Defined Benefit Plans - General (Subtopic 715-20) Disclosure - Framework - Changes to the Disclosure Requirements for Defined Benefit Plans. This ASU requires sponsors of defined benefit pension or other post-retirement plans to provide additional disclosures, including a narrative description of reasons for any significant gains or losses impacting the benefit obligation for the period. It also eliminates certain previous disclosure requirements. This ASU is effective for fiscal years beginning after December 15, 2020 and must be applied on a retrospective basis to all years presented. The requirements of this guidance have an impact on our annual disclosures but have no impact on the measurement and recognition of amounts in our condensed consolidated financial statements.

Accounting Guidance Issued but Not Yet Adopted as of March 31, 2021

In March 2020, the FASB issued ASU 2020-04, Reference Rate Reform - Facilitation of the Effects of Reference Rate Reform on Financial Reporting (Topic 848). This ASU provides temporary optional expedients and exceptions to the guidance on contract modifications and hedge accounting to ease the financial reporting burdens of the expected market transition from LIBOR and other interbank offered rates to alternative reference rates. This ASU is effective upon issuance and generally can be applied through the end of calendar year 2022. We are currently evaluating the impact and whether we plan to adopt the optional expedients and exceptions provided under this new standard.

We reviewed all other recently issued accounting pronouncements and concluded that they were either not applicable or not expected to have a significant impact on our condensed consolidated financial statements.

Note 2. Discontinued Operations

Our discontinued operations for the three months ended March 31, 2020 was primarily comprised of our former RCP and GPC businesses.

Income from discontinued operations, which includes the results of GPC through September 16, 2020 and the results of RCP through February 4, 2020, were as follows:

	For the Three Months Ended March 31, 2020
Net revenues	$ 652
Cost of sales	(519)
Gross profit	**133**
Selling, general and administrative expenses	(82)
Restructuring, asset impairment and other related charges	(5)
Interest expense, net(1)	(21)
Other expense, net	—
Income before income taxes from discontinued operations	25
Income tax expense	(22)
Net income from discontinued operations, before gain on disposal	**3**
Gain on disposal, net of income taxes	—
Net income from discontinued operations	**$ 3**

(1) Includes interest expense and amortization of deferred transaction costs related to debt repaid in conjunction with the distribution of RCPI; also includes a $5 million loss on extinguishment of debt from the repayment of corporate debt on February 4, 2020.

During the three months ended March 31, 2021, we recognized a charge of $3 million related to certain historical tax agreements from previously divested businesses.

The income from discontinued operations for the three months ended March 31, 2020 includes depreciation and amortization expenses of $67 million.

The income from discontinued operations for the three months ended March 31, 2020, includes asset impairment charges of $1 million and restructuring and other related charges of $4 million arising from the ongoing rationalization of GPC's manufacturing footprint, which are included in restructuring, asset impairment and other related charges in the above table.

(In millions, except per share data and unless otherwise indicated)

We have no significant continuing involvement in relation to GPCI.

Subsequent to February 4, 2020, we continue to trade with RCPI in the ordinary course of business. Refer to Note 16, *Related Party Transactions*, for additional details.

Cash flows from discontinued operations were as follows:

	For the Three Months Ended March 31, 2020
Net cash provided by operating activities	$ 35
Net cash used in investing activities	(42)
Net cash provided by financing activities	478
Net cash from discontinued operations	**$ 471**

Note 3. Assets and Liabilities Held for Sale

On March 31, 2021, we completed the sale of the remaining South American closures businesses for an immaterial amount and recognized a partial reversal of the initial impairment charge of $2 million during the three months ended March 31, 2021 which was reflected in restructuring, asset impairment and other related charges in the condensed consolidated statement of (loss) income. This partial reversal was driven by a change in the carrying value of the assets held for sale as of the disposal date. The operations of the South American closures businesses did not meet the criteria to be presented as discontinued operations.

The results of this business have historically been reported within the Other operating segment. The South American closures businesses' income from operations before income taxes for the three months ended March 31, 2020 and March 31, 2021, respectively, were insignificant.

Note 4. Impairment, Restructuring and Other Related Charges

During the three months ended March 31, 2021, we recorded the following impairment, restructuring and other related charges:

	Other asset impairment	Total
Other	$ (2)	$ (2)
Total	**$ (2)**	**$ (2)**

For the three months ended March 31, 2021, we recorded a partial reversal of the initial impairment charge relating to the sale of the South American closures business of $2 million. Refer to Note 3, *Assets and Liabilities Held for Sale*, for additional details.

During the three months ended March 31, 2020, we recorded the following impairment, restructuring and other related charges:

	Other asset impairment	Employee terminations	Other restructuring charges	Total
Foodservice	$ 1	$ —	$ 1	$ 2
Beverage Merchandising	—	1	—	1
Total	**$ 1**	**$ 1**	**$ 1**	**$ 3**

For the three months ended March 31, 2020, we recorded non-cash impairment charges of $1 million relating to obsolete property, plant and equipment, $1 million for employee termination costs and $1 million for other restructuring costs. The remaining aggregate carrying values of the assets impaired at Foodservice was less than $1 million.

The following table summarizes the changes to our restructuring liability for the three months ended March 31, 2021:

	December 31, 2020	Charges to earnings	Cash paid	March 31, 2021
Employee termination costs	$ 7	$ —	$ (3)	$ 4
Total	**$ 7**	**$ —**	**$ (3)**	**$ 4**

We expect to settle our restructuring liability within twelve months.

(In millions, except per share data and unless otherwise indicated)

Note 5. Inventories

The components of inventories consisted of the following:

	As of March 31, 2021	As of December 31, 2020
Raw materials	$ 190	$ 180
Work in progress	108	108
Finished goods	429	410
Spare parts	89	86
Inventories	**$ 816**	**$ 784**

Note 6. Property, Plant and Equipment, Net

Property, plant and equipment, net consisted of the following:

	As of March 31, 2021	As of December 31, 2020
Land and land improvements	$ 86	$ 87
Buildings and building improvements	533	532
Machinery and equipment	3,236	3,148
Construction in progress	157	191
Property, plant and equipment, at cost	4,012	3,958
Less: accumulated depreciation	(2,325)	(2,273)
Property, plant and equipment, net	**$ 1,687**	**$ 1,685**

Depreciation expense related to property, plant and equipment was recognized in the following components in the condensed consolidated statements of (loss) income:

	For the Three Months	
	March 31, 2021	March 31, 2020
Cost of sales	$ 54	$ 50
Selling, general and administrative expenses	6	4
Total depreciation expense	**$ 60**	**$ 54**

Note 7. Goodwill and Intangible Assets

Goodwill by reportable segment was as follows:

	Foodservice	Food Merchandising	Beverage Merchandising	Other (1) (2)	Total
Balance as of December 31, 2020	$ 924	$ 770	$ 66	$ —	$ 1,760
Impairment charges	—	—	—	—	—
Balance as of March 31, 2021	**$ 924**	**$ 770**	**$ 66**	**$ —**	**$ 1,760**
Accumulated impairment losses	**$ —**	**$ —**	**$ —**	**$ 15**	**$ 15**

(1) Other includes operations that do not meet the quantitative threshold for reportable segments.

(2) During the three months ended March 31, 2021, we reduced the gross carrying amount of goodwill and accumulated impairment losses by $7 million for the disposition of the remaining South American closures businesses within the Other operating segment. Refer to Note 3, *Assets and Liabilities Held for Sale*, for additional details.

(In millions, except per share data and unless otherwise indicated)

Intangible assets, net consisted of the following:

	As of March 31, 2021			As of December 31, 2020		
	Gross Carrying Amount	Accumulated Amortization	Net	Gross Carrying Amount	Accumulated Amortization	Net
Finite-lived intangible assets						
Customer relationships	$ 1,019	$ (553)	$ 466	$ 1,019	$ (540)	$ 479
Other	20	(20)	—	20	(20)	—
Total finite-lived intangible assets	**$ 1,039**	**$ (573)**	**$ 466**	**$ 1,039**	**$ (560)**	**$ 479**
Indefinite-lived intangible assets						
Trademarks	$ 554	$ —	$ 554	$ 554	$ —	$ 554
Other	59	—	59	59	—	59
Total indefinite-lived intangible assets	**$ 613**	**$ —**	**$ 613**	**$ 613**	**$ —**	**$ 613**
Total intangible assets	**$ 1,652**	**$ (573)**	**$ 1,079**	**$ 1,652**	**$ (560)**	**$ 1,092**

Amortization expense for intangible assets was $13 million and $14 million for the three months ended March 31, 2021 and 2020, respectively, and was recognized in selling, general and administrative expenses.

Note 8. Accrued and Other Current Liabilities

Accrued and other current liabilities consisted of the following:

	As of March 31, 2021	As of December 31, 2020
Accrued personnel costs	$ 101	$ 117
Accrued rebates and credits	74	68
Accrued interest	34	16
Other[1]	123	121
Accrued and other current liabilities	**$ 332**	**$ 322**

(1) Other includes items such as accruals for freight, utilities and property and other non-income related taxes.

Note 9. Debt

Debt consisted of the following:

	As of March 31, 2021	As of December 31, 2020
Credit Agreement	$ 2,453	$ 2,457
Notes:		
5.125% Senior Secured Notes due 2023	—	59
4.000% Senior Secured Notes due 2027	1,000	1,000
Pactiv Debentures:		
7.950% Debentures due 2025	276	276
8.375% Debentures due 2027	200	200
Other	12	12
Total principal amount of borrowings	**3,941**	**4,004**
Deferred financing transaction costs ("DIC")	(14)	(14)
Original issue discounts, net of premiums ("OID")	(9)	(10)
	3,918	**3,980**
Less: current portion	(15)	(15)
Long-term debt	**$ 3,903**	**$ 3,965**

(In millions, except per share data and unless otherwise indicated)

We were in compliance with all debt covenants during the three months ended March 31, 2021 and the year ended December 31, 2020.

As detailed in our Annual Report on Form 10-K for the year ended December 31, 2020, during the year ended December 31, 2020, we repaid portions of term loans, the securitization facility and notes totaling $8,944 million, for an aggregate price, including premiums, of $8,978 million, prior to maturity. This included first quarter repayments of $3,206 million of term loans, borrowings under the securitization facility and notes. The repayment of these borrowings resulted in a $5 million loss on extinguishment of debt reported within discontinued operations. Refer to Note 2, *Discontinued Operations*, for additional details.

Credit Agreement

Certain subsidiaries of the Company are parties to a senior secured credit agreement dated August 5, 2016 as amended (the "Credit Agreement"). The Credit Agreement comprises the following term and revolving tranches:

	Maturity Date	Value Drawn or Utilized as of March 31, 2021	Applicable Interest Rate as of March 31, 2021
Term Tranches			
U.S. term loans Tranche B-1	February 5, 2023	$ 1,207	LIBOR (floor of 0.000%) + 2.750%
U.S. term loans Tranche B-2	February 5, 2026	$ 1,246	LIBOR (floor of 0.000%) + 3.250%
Revolving Tranche[1]			
U.S. Revolving Loans	August 5, 2024	$ 43	—

(1) The Revolving Tranche represents a $250 million facility. The amount utilized is in the form of bank guarantees and letters of credit.

The weighted average contractual interest rates related to our U.S. term loans Tranche B-1 for the three months ended March 31, 2021 and 2020 were 2.88% and 4.44%, respectively. The weighted average contractual interest rates related to our U.S. term loans Tranche B-2 for the three months ended March 31, 2021 was 3.38%. The effective interest rates of our debt obligations under the Credit Agreement are not materially different from the contractual interest rates.

Certain of our U.S. subsidiaries have guaranteed on a senior basis the obligations under the Credit Agreement and related documents to the extent permitted by law. The guarantors have granted security over substantially all of their assets to support the obligations under the Credit Agreement. This security is expected to be shared on a first priority basis with the note holders under the senior secured notes.

Indebtedness under the Credit Agreement may be voluntarily repaid, in whole or in part, and must be mandatorily repaid in certain circumstances. We are required to make quarterly amortization payments of 0.25% of the principal amount of Tranche B-2 term loans. Additionally, we are required to make annual prepayments of term loans with up to 50% of excess cash flow (which will be reduced to 25% or 0% if specified senior secured first lien leverage ratios are met) as determined in accordance with the Credit Agreement. No excess cash flow prepayments were due in 2020 or are due in 2021 for the year ended December 31, 2020.

Notes

Outstanding Notes, as of March 31, 2021, are summarized below:

Description	Maturity date	Semi-annual interest payment dates
4.000% Senior Secured Notes due 2027	October 15, 2027	April 15 and October 15, commencing April 15, 2021

On February 16, 2021, we repaid the remaining $59 million of the 5.125% senior secured notes at a price of 101.281%. The early repayment of these senior secured notes resulted in a loss on extinguishment of debt of $1 million in respect of the premium on redemption, which was recognized in interest expense, net in the consolidated statement of (loss) income.

(In millions, except per share data and unless otherwise indicated)

Assets pledged as security for borrowings

We, and certain of our U.S. subsidiaries, have pledged substantially all of our assets as collateral to support the obligations under the Credit Agreement and the senior secured notes to the extent permitted by law. This security is expected to be shared on a first priority basis with the creditors under the Credit Agreement.

Notes indentures restrictions

The indenture governing the Notes contains customary covenants which restrict us from certain activities including, among other things, incurring debt, creating liens over assets, selling assets and making restricted payments, in each case except as permitted under the indenture governing the Notes.

Early redemption option and change in control provisions

Under the indenture governing the Notes, we can, at our option, elect to redeem the Notes under terms and conditions specified in the indenture. Under the indenture governing the Notes, in certain circumstances which would constitute a change in control, the holders of the Notes have the right to require us to repurchase the Notes at a premium.

Pactiv Debentures

As of March 31, 2021, we had outstanding the following debentures (together, the "Pactiv Debentures"):

Description	Maturity date	Semi-annual interest payment dates
7.950% Debentures due 2025	December 15, 2025	June 15 and December 15
8.375% Debentures due 2027	April 15, 2027	April 15 and October 15

The effective interest rates of our debt obligations under the Pactiv Debentures are not materially different from the contractual interest rates.

The Pactiv Debentures are not guaranteed and are unsecured.

The indentures governing the Pactiv Debentures contain a negative pledge clause limiting the ability of certain of our entities, subject to certain exceptions, to (i) incur or guarantee debt that is secured by liens on "Principal Manufacturing Properties" (as such term is defined in the indentures governing the Pactiv Debentures) or on the capital stock or debt of certain subsidiaries that own or lease any such Principal Manufacturing Property and (ii) sell and then take an immediate lease back of such Principal Manufacturing Property.

The 8.375% Debentures due 2027 may be redeemed at any time at our option, in whole or in part, at a redemption price equal to 100% of the principal amount thereof plus a make-whole premium, if any, plus accrued and unpaid interest to the date of the redemption.

Other borrowings

Other borrowings include finance lease obligations of $12 million as of March 31, 2021 and December 31, 2020, respectively.

Scheduled Maturities

Below is a schedule of required future repayments on our debt outstanding as of March 31, 2021:

2021	$	11
2022		16
2023		1,220
2024		13
2025		289
Thereafter		2,392
Total principal amount of borrowings	**$**	**3,941**

(In millions, except per share data and unless otherwise indicated)

Fair value of our long-term debt

The fair value of our long-term debt as of March 31, 2021 and December 31, 2020 is a Level 2 fair value measurement. Below is a schedule of carrying values and fair values of our debt outstanding:

	As of March 31, 2021		As of December 31, 2020	
	Carrying Value	Fair Value	Carrying Value	Fair Value
Credit Agreement	$ 2,444	$ 2,437	$ 2,447	$ 2,443
Notes:				
5.125% Senior Secured Notes due 2023	—	—	59	60
4.000% Senior Secured Notes due 2027	991	981	991	1,024
Pactiv Debentures:				
7.950% Debentures due 2025	273	308	273	318
8.375% Debentures due 2027	198	229	198	235
Other	12	12	12	12
Total	**$ 3,918**	**$ 3,967**	**$ 3,980**	**$ 4,092**

Interest expense, net

Interest expense, net consisted of the following:

	As of March 31, 2021	As of March 31, 2020
Interest expense:		
Securitization Facility	$ —	$ 3
Credit Agreement	19	38
Notes	10	43
Pactiv Debentures	10	10
Interest income, related party(1)	—	(4)
Interest income, other	(1)	(4)
Amortization:		
Deferred financing transaction costs	1	6
Original issue discounts	—	2
Derivative losses	—	12
Net foreign currency exchange losses (gains)	1	(6)
Loss on extinguishment of debt:		
Write-off of unamortized DIC and OID	—	—
Redemption premiums	1	—
Other	1	2
Interest expense, net(2)	**$ 42**	**$ 102**

(1) Refer to Note 16, *Related Party Transactions*, for additional details.

(2)

(In millions, except per share data and unless otherwise indicated)

Amounts presented in the above table exclude interest expense and amortization of deferred financing transaction costs in respect of our 5.750% Senior Secured Notes which were due 2020. Such amounts are presented within discontinued operations as these senior secured notes were required to be repaid in conjunction with the distribution of RCPI.

Note 10. Financial Instruments

We had the following derivative instruments recorded at fair value in our condensed consolidated balance sheets:

	As of March 31, 2021		As of December 31, 2020	
	Asset Derivatives	Liability Derivatives	Asset Derivatives	Liability Derivatives
Commodity swap contracts	$ 6	$ —	$ 9	$ (2)
Total fair value	**$ 6**	**$ —**	**$ 9**	**$ (2)**
Recorded in:				
Other current assets	$ 6	$ —	$ 9	$ —
Accrued and other current liabilities	—	—	—	(2)
Total fair value	**$ 6**	**$ —**	**$ 9**	**$ (2)**

Our derivatives comprise commodity swaps. All derivatives represent Level 2 financial assets and liabilities. Our derivatives are valued using an income approach based on the observable market index prices less the contract rate multiplied by the notional amount or based on pricing models that rely on market observable inputs such as commodity prices. Our calculation of the fair value of these financial instruments takes into consideration the risk of non-performance, including counterparty credit risk. The majority of our derivative contracts do not have a legal right of set-off. We manage the credit risk in connection with our derivatives by limiting the amount of exposure with each counterparty and monitoring the financial condition of our counterparties.

During the three months ended March 31, 2021 and 2020, we recognized an unrealized loss of $1 million and $17 million, respectively, in cost of sales in the condensed consolidated statements of (loss) income.

The following table provides the detail of outstanding commodity derivative contracts as of March 31, 2021:

Type	Unit of measure	Contracted volume	Contracted price range	Contracted date of maturity
Natural gas swaps	Million BTU	2,148,395	$2.47 - $2.94	May 2021 - Sep 2022
Polymer-grade propylene swaps	Pound	24,571,427	$0.38 - $0.52	Apr 2021 - Aug 2021
Benzene swaps	U.S. liquid gallon	5,518,856	$1.51 - $2.96	May 2021 - Dec 2021
Diesel swaps	U.S. liquid gallon	233,160	$2.41 - $2.50	Apr 2021 - Dec 2021
Low-density polyethylene swaps	Pound	9,000,000	$ 0.71	Apr 2021 - Dec 2021
Ethylene swaps	Pound	161,944	$ 0.26	Apr 2021 - Apr 2021

Note 11. Employee Benefits

Net periodic benefit income for defined benefit pension plans and other post-employment benefit plans consisted of the following:

	For the Three Months Ended March 31,	
	2021	2020
Service cost	$ (2)	$ (2)
Interest cost	(27)	(35)
Expected return on plan assets	50	51
Total net periodic benefit income	**$ 21**	**$ 14**

Net periodic benefit income for defined benefit pension plans and other post-employment benefit plans has been recognized as follows:

	For the Three Months Ended March 31,	
	2021	2020
Cost of sales	$ (2)	$ (2)
Non-operating income, net	23	16
Total net periodic benefit income	**$ 21**	**$ 14**

(In millions, except per share data and unless otherwise indicated)

No contributions to the Pactiv Evergreen Pension Plan ("PEPP") are expected to be made in 2021.

Note 12. Other Income, Net

Other income, net consisted of the following:

	For the Three Months Ended March 31,	
	2021	2020
Related party management fee[1]	$ —	$ (5)
Foreign exchange gains on cash[2]	—	84
Transition service agreement income[1]	4	4
Other	2	(6)
Other income, net	**$ 6**	**$ 77**

(1) See Note 16, *Related Party Transactions*, for additional details. The transition services agreement income is primarily attributable to services provided to our former segments, RCP and GPC, and our former closures businesses.

(2) Primarily arose from holding U.S. dollars in non-U.S. dollar functional currency entities.

Note 13. Commitments and Contingencies

We are from time to time party to litigation, legal proceedings and tax examinations arising from our operations. Most of these matters involve allegations of damages against us relating to employment matters, personal injury and commercial or contractual disputes. We record estimates for claims and proceedings that constitute a present obligation when it is probable that an outflow of resources will be required to settle the obligation and a reliable estimate of such obligation can be made. While it is not possible to predict the outcome of any of these matters, based on our assessment of the facts and circumstances, we do not believe any of these matters, individually or in the aggregate, will have a material adverse effect on our balance sheet, results of operations or cash flows. However, actual outcomes may differ from those expected and could have a material effect on our balance sheet, results of operations or cash flows in a future period.

On April 14, 2021, MP2 Energy LLC ("MP2") filed a lawsuit against Pactiv LLC ("Pactiv"), one of our indirect subsidiaries, in state court in Montgomery County, Texas. In this lawsuit, MP2 seeks to collect approximately $40 million from Pactiv that MP2 claims that Pactiv owes MP2 under an energy management services agreement ("EMSA"). Under the EMSA, Pactiv agreed, among other things, to sell MP2 a certain contract quantity of energy at a specified price. If this contract quantity of energy became unavailable for Pactiv to sell to MP2, the EMSA granted MP2 the right to contract for the purchase of the shortfall in the contract quantity, and to charge Pactiv for the cost incurred by MP2 in contracting for that shortfall, "unless due to an event of Force Majeure." On February 15, 2021, Pactiv notified MP2 that Pactiv was excused by Force Majeure under the EMSA to the extent that the contract quantity of energy was not available for Pactiv to sell to MP2 because of the winter weather emergency caused by Winter Storm Uri. Even though MP2 does not dispute that Winter Storm Uri constituted an event of Force Majeure under the EMSA, MP2 nevertheless seeks to hold Pactiv responsible in this lawsuit for $40 million in costs that MP2 claims it incurred in contracting for a shortfall in Pactiv's contract quantity of energy during the event of Force Majeure. Pactiv disputes any liability to MP2 and maintains that Pactiv acted reasonably at all times and that the event of Force Majeure excused any obligation Pactiv had to supply the contract quantity under the EMSA or to reimburse MP2 for its cost in contracting for any shortfall in the contract quantity. Pactiv believes that MP2's claim is without merit and that Pactiv has strong defenses against MP2's claim, including, but not limited to, Force Majeure. Pactiv intends to vigorously defend itself against MP2's claim in this lawsuit. Although we are confident of Pactiv's legal position in this matter and do not consider it probable that this matter will result in a material loss, we can offer no assurance that Pactiv will in fact obtain a favorable outcome.

As part of the agreements for the sale of various businesses, we have provided certain warranties and indemnities to the respective purchasers as set out in the respective sale agreements. These warranties and indemnities are subject to various terms and conditions affecting the duration and total amount of the indemnities. As of March 31, 2021, we are not aware of any material claims under these agreements that would give rise to an additional liability. However, if such claims arise in the future, they could have a material effect on our balance sheet, results of operations and cash flows.

(In millions, except per share data and unless otherwise indicated)

Note 14. Accumulated Other Comprehensive Loss

The following table summarizes the changes in our balances of each component of accumulated other comprehensive loss ("AOCL"):

	For the Three Months Ended March 31,	
	2021	**2020**
Currency translation adjustments:		
Balance as of beginning of period	$ (189)	$ (354)
Currency translation adjustments	(9)	(174)
Amounts reclassified from AOCL(1)	(11)	1
Other comprehensive income (loss)	(20)	(173)
Distribution of RCPI(2)(3)	—	2
Balance as of end of period	**$ (209)**	**$ (525)**
Defined benefit plans:		
Plans associated with continuing operations		
Balance as of beginning of period	$ (160)	$ (176)
Balance as of end of period	**$ (160)**	**$ (176)**
Plans held for sale or distribution		
Balance as of beginning of period	$ —	$ 12
Distribution of RCPI(2)(3)	—	(13)
Balance as of end of period	**$ —**	**$ (1)**
AOCL		
Balance as of beginning of period	$ (349)	$ (518)
Other comprehensive income (loss)	(20)	(173)
Distribution of RCPI(2)(3)	—	(11)
Balance as of end of period	**$ (369)**	**$ (702)**

(1) The reclassification of currency translation adjustment amounts to earnings during the three months ended March 31, 2021 relates to the sale of the remaining South American closures business. See Note 3, *Assets and Liabilities Held for Sale*, for additional details.

(2) Currency translation adjustment reclassifications associated with the distribution of RCPI are recorded directly to additional paid in capital. See Note 2, *Discontinued Operations*, for additional details.

(3) Defined benefit plan reclassifications associated with the distribution of RCPI are recorded directly to retained earnings.

Note 15. Income Taxes

The effective tax rates for the three months ended March 31, 2021 and 2020 represent our estimate of the annual effective tax rates expected to be applicable for the respective full fiscal years, adjusted for any discrete events which are recorded in the period that they occur.

During the three months ended March 31, 2021, we recognized a tax benefit of $18 million on a loss from continuing operations before tax of $29 million. The effective tax rate was driven primarily by a $10 million discrete benefit from the partial release of our valuation allowance for deferred interest deductions, which was partially offset by certain nondeductible expenses and varying rates among the jurisdictions in which we operate.

During the three months ended March 31, 2020, we recognized a tax benefit of $94 million on income from continuing operations before tax of $39 million. The effective tax rate is primarily attributable to the enactment of the Coronavirus Aid, Relief and Economic Security ("CARES") Act in March 2020 and the mix of income and losses taxed at varying rates among the jurisdictions in which we operate. Retroactive provisions of the CARES Act enabled us to utilize additional deferred interest deductions, which lowered taxable income for both the year ended December 31, 2019 and the year ended December 31, 2020. We recognized in the three months ended March 31, 2020 a discrete tax benefit of $90 million in respect of our taxable income for the year ended December 31, 2019.

(In millions, except per share data and unless otherwise indicated)

We are under audit by the Internal Revenue Service ("IRS") and other taxing authorities. The IRS is currently auditing our U.S. income tax returns for 2016-2017. It is possible the audit will be completed in the next 12 months. As of March 31, 2021, we have not received any proposed adjustments from taxing authorities that would be material. Although the ultimate timing is uncertain, it is reasonably possible that a reduction of up to $10 million of unrecognized tax benefits could occur within the next twelve months due to changes in audit status, settlements of tax assessments and other events.

Note 16. Related Party Transactions

As of March 31, 2021, 78% of our shares are owned by PFL or another entity of which Mr. Graeme Hart is the ultimate shareholder (together with PFL, the "Hart Stockholders").

In addition to the distributions of RCPI and GPCI to PFL in 2020, as described further in Note 1, *Nature of Operations and Basis of Presentation*, the related party entities and types of transactions we entered into with them are detailed below. All related parties detailed below have a common ultimate controlling shareholder, except for the joint ventures.

	Transaction Value for the Three Months Ended		Balance Outstanding as of:	
	March 31, 2021	March 31, 2020	March 31, 2021	December 31, 2020
Balances and transactions with joint ventures				
Included in other current assets			$ 11	$ 7
Sale of goods and services[1]	$ 10	$ 11		
Balances and transactions with other entities controlled by Mr. Graeme Hart				
Current related party receivables			49	55
Sale of goods and services[2]	78	87		
Transition services agreements and rental income[2]	4	3		
Tax loss transfer[3]	—	13		
Recharges[4]	5	—		
Noncurrent related party receivables[5]			—	—
Interest income	—	3		
Related party payables			(8)	(10)
Purchase of goods[2]	(25)	(39)		
Recharges[4]	(6)	(6)		
Management fee[6]	—	(5)		
Tax loss transfer[3]	—	(1)		

(1) All transactions with joint ventures are settled in cash. Sales of goods and services are negotiated based on market rates. All amounts are unsecured, non-interest bearing and repayable on demand.

(2) Following the distribution of RCPI on February 4, 2020, we continue to trade with them, selling and purchasing various goods and services under contractual arrangements that expire over a variety of periods through December 31, 2024. Prior to February 4, 2020, our continuing operations recognized revenue and cost of sales in respect of sales to and purchases from RCPI. Refer to Note 2, *Discontinued Operations*. As part of the separation process, among other agreements, we have entered into two lease arrangements with RCPI and entered into a transition services agreement to provide ongoing agreed services to RCPI, as requested. We do not trade with GPCI on an ongoing basis. We have entered into a transition services agreement to provide ongoing agreed services to GPCI, as requested. We have also entered into a tax matters agreement with GPCI. We have recognized a receivable of $12 million under the tax matters agreement in relation to GPCI's estimated share of U.S. federal taxes in respect of the period from January 1, 2020 through to September 16, 2020.

(3) Represents payments received or made for tax losses transferred between our entities and other entities controlled by Mr. Graeme Hart.

(4) Represents certain costs paid on our behalf that were subsequently recharged to us or that we pay on behalf of a related party and subsequently recharge to them. These charges are for various costs incurred including services provided, financing and other activities. All amounts are unsecured, non-interest bearing and settled on normal trade terms. As part of our IPO, we have entered into a transition services agreement with Rank Group Limited ("Rank"), an entity controlled by Mr. Graeme Hart, under which Rank will, upon our request, continue to provide certain administrative and support services to us, and we will provide support services to Rank upon request. All services provided will be charged at an agreed hourly rate plus any third party costs.

(5) Our previous loan with Rank accrued interest at a rate based on the average 90-day New Zealand bank bill rate, set quarterly, plus a margin of 3.25%. During the three months ended March 31, 2020, interest was charged at 4.28%. In September 2020, in preparation for our IPO, the loan receivable was forgiven and was recognized as a reduction in retained earnings.

(6) Our previous financing agreements permitted the payment of management fees to related parties for management, consulting, monitoring and advising services. The management fees were paid pursuant to a services agreement with Rank which was terminated upon our IPO. During the three months ended March 31, 2020, management fees of $5 million were recognized in Other income, net.

Note 17. Equity Based Compensation

In conjunction with our IPO, we established the Pactiv Evergreen Inc. Equity Incentive Plan (the "Equity Incentive Plan") for purposes of granting stock or other equity based compensation awards to our employees (including our senior management), directors, consultants and advisors. The maximum number of shares of common stock initially available for issuance under our Equity Incentive Plan was 9,079,395 shares.

We recognized $4 million of equity based compensation expense for the three months ended March 31, 2021 which is reflected in selling, general and administrative expenses in the condensed consolidated statement of (loss) income. There was no equity based compensation expense recorded during the three months ended March 31, 2020.

Restricted Stock Units

During the three months ended March 31, 2021, we granted additional restricted stock units ("RSUs") to certain members of management. These RSUs required future service to be provided and vest in annual installments over a period ranging from 1 to 4 years beginning on the first anniversary of the original grant date. The following table summarizes RSU activity during 2021:

(in thousands, except per share amounts)	Number of Stock Units	Weighted-Average Grant Date Fair Value
Non-vested, at January 1	297	$ 14.00
Granted	686	$ 15.04
Non-vested, at March 31	983	$ 14.73

Unrecognized compensation cost related to unvested RSUs as of March 31, 2021 was $9 million, which is expected to be recognized over a weighted-average period of 2.6 years.

Performance Share Units

We may grant performance share units ("PSUs") which vest based on the achievement of various company performance targets achieved during a performance period set by our Compensation Committee. We use our stock price on the grant date to estimate the fair value of our PSUs. We adjust the expense based on the likelihood of future achievement of performance metrics. If any of the performance targets are not achieved, the awards are forfeited. Each PSU is equal to one common share once vested with varying maximum award value limitations. During the three months ended March 31, 2021, we granted PSUs to certain members of management which vest on the third anniversary of the original grant date. The following table summarizes PSU activity during 2021:

(in thousands, except per share amounts)	Number of Stock Units	Weighted-Average Grant Date Fair Value
Non-vested, at January 1	—	$ —
Granted	298	$ 15.05
Non-vested, at March 31	298	$ 15.05

Unrecognized compensation cost related to unvested PSUs as of March 31, 2021 was $4 million, which is expected to be recognized over a weighted-average period of 3.0 years.

(In millions, except per share data and unless otherwise indicated)

Note 18. Earnings Per Share

A reconciliation of the number of shares used for our (loss) earnings per share calculation was as follows:

	For the Three Months Ended March 31,	
	2021	2020
Net (loss) income attributable to Pactiv Evergreen Inc. common shareholders		
From continuing operations	$ (12)	$ 133
From discontinued operations	(3)	3
Total	$ (15)	$ 136
Weighted average number of shares outstanding		
Basic	177.2	134.4
Effect of dilutive securities	—	—
Diluted	177.2	134.4
(Loss) earnings per share attributable to Pactiv Evergreen Inc. common shareholders		
From continuing operations		
Basic	$ (0.07)	$ 0.99
Diluted	$ (0.07)	$ 0.99
From discontinued operations		
Basic	$ (0.02)	$ 0.02
Diluted	$ (0.02)	$ 0.02
Total		
Basic	$ (0.09)	$ 1.01
Diluted	$ (0.09)	$ 1.01

The weighted average number of shares outstanding prior to our IPO reflects our conversion to a Delaware incorporated entity and the subsequent stock split, as detailed in our Annual Report on Form 10-K for the year ended December 31, 2020. The stock split has been retroactively reflected, resulting in 134.4 million weighted average number of shares outstanding for the three months ended March 31, 2020.

The weighted average number of anti-dilutive potential common shares excluded from the calculation above was 0.2 million shares for the three months ended March 31, 2021.

Our Board of Directors approved a dividend of $0.10 per share on May 3, 2021 to be paid on June 15, 2021 to shareholders of record as of May 28, 2021.

Note 19. Segment Information

ASC 280 Segment Reporting establishes the standards for reporting information about segments in financial statements. In applying the criteria set forth in ASC 280, we have three reportable segments: Foodservice, Food Merchandising and Beverage Merchandising. These reportable segments reflect our operating structure and the manner in which our Chief Operating Decision Maker (“CODM”) assesses information for decision-making purposes.

The key factors used to identify these reportable segments are the organization and alignment of our internal operations and the nature of our products. This reflects how our CODM monitors performance, allocates capital and makes strategic and operational decisions. Our reportable segments are described as follows:

Foodservice - Manufactures a broad range of products that enable consumers to eat and drink where they want and when they want with convenience. Foodservice manufactures food containers, drinkware (hot and cold cups and lids), dinnerware, serviceware and other products which make eating on-the-go more enjoyable and easy to do.

Food Merchandising - Manufactures products that protect and attractively display food while preserving freshness. Food Merchandising products include clear rigid-display containers, containers for prepared and ready-to-eat food, trays for meat and poultry and molded fiber cartons.

(In millions, except per share data and unless otherwise indicated)

Beverage Merchandising - Manufactures cartons for fresh refrigerated beverage products, primarily serving dairy (including plant-based, organic and specialties), juice and other specialty beverage end-markets. Beverage Merchandising manufactures and supplies integrated fresh carton systems, which include printed cartons, spouts and filling machinery. It also produces fiber-based liquid packaging board for its internal requirements and to sell to other fresh beverage carton manufacturers as well as a range of paper-based products which it sells to paper and packaging converters.

Other/Unallocated - In addition to our reportable segments, we have other operating segments that do not meet the threshold for presentation as a reportable segment. These operating segments include the remaining components of our former closures business, which generate revenue from the sale of caps and closures, and are presented as "Other" in the reconciliation between total reportable segment amounts and the equivalent consolidated measure. Unallocated includes corporate costs, primarily relating to companywide functions such as finance, tax and legal and the effects of the PEPP and equity based compensation.

Information by Segment

We present reportable segment adjusted EBITDA ("Adjusted EBITDA") as this is the financial measure by which management and our CODM allocate resources and analyze the performance of our reportable segments.

Adjusted EBITDA represents each segment's earnings before interest, tax, depreciation and amortization and is further adjusted to exclude certain items of a significant or unusual nature, including but not limited to, foreign exchange gains or losses on cash, related party management fees, unrealized gains or losses on derivatives, gains or losses on the sale of businesses and noncurrent assets, impairment charges, restructuring, asset impairment and other related charges, operational process engineering-related consultancy costs, non-cash pension income or expense, strategic review and transaction-related costs, and executive transition charges.

Reportable segment assets represent trade receivables, inventory and property, plant and equipment:

	Foodservice	Food Merchandising	Beverage Merchandising	Reportable Segment Total
For the Three Months Ended March 31, 2021				
Net revenues	$ 454	$ 342	$ 339	**$ 1,135**
Intersegment revenues	—	—	18	**18**
Total reportable segment net revenues	$ 454	$ 342	$ 357	**$ 1,153**
Adjusted EBITDA	$ 61	$ 55	$ (32)	**$ 84**
For the Three Months Ended March 31, 2020				
Net revenues	$ 473	$ 344	$ 363	**$ 1,180**
Intersegment revenues	—	—	34	**34**
Total reportable segment net revenues	$ 473	$ 344	$ 397	**$ 1,214**
Adjusted EBITDA	$ 56	$ 53	$ 49	**$ 158**

Reportable segment assets consisted of the following:

	Foodservice	Food Merchandising	Beverage Merchandising	Reportable Segment Total
As of March 31, 2021	$ 1,099	$ 722	$ 1,065	**$ 2,886**
As of December 31, 2020	1,064	703	1,039	**2,806**

(In millions, except per share data and unless otherwise indicated)

The following table presents a reconciliation of reportable segment Adjusted EBITDA to consolidated U.S. GAAP (loss) income from continuing operations before income taxes:

	For the Three Months Ended March 31,	
	2021	2020
Reportable segment Adjusted EBITDA	$ 84	$ 158
Other	1	2
Unallocated	(8)	(15)
	77	145
Adjustments to reconcile to U.S. GAAP (loss) income from continuing operations before income taxes		
Interest expense, net	(42)	(102)
Depreciation and amortization	(73)	(68)
Restructuring, asset impairment and other related charges	2	(3)
Non-cash pension income	23	18
Operational process engineering related consultancy costs	(3)	(8)
Related party management fee	—	(5)
Strategic review and transaction-related costs	—	(6)
Foreign exchange gains on cash	—	84
Unrealized losses on derivatives	(1)	(17)
Executive transition charges	(10)	—
Other	(2)	1
(Loss) income from continuing operations before tax	**$ (29)**	**$ 39**

The following table presents a reconciliation of reportable segment assets to consolidated assets:

	As of March 31, 2021	As of December 31, 2020
Reportable segment assets	$ 2,886	$ 2,806
Other	40	34
Unallocated(1)	3,825	4,003
Total assets	**$ 6,751**	**$ 6,843**

(1) Unallocated includes unallocated assets, which are comprised of cash and cash equivalents, other current assets, assets held for sale or distribution, entity-wide property, plant and equipment, operating lease right-of-use assets, goodwill, intangible assets, deferred income taxes, related party receivables and other noncurrent assets.

(In millions, except per share data and unless otherwise indicated)

Information in Relation to Products

Net revenues by product line are as follows:

	For the Three Months Ended March 31,	
	2021	**2020**
Foodservice		
Drinkware(1)	$ 165	$ 182
Containers(1)	209	179
Tableware(1)	38	64
Serviceware and other(1)	42	48
Food Merchandising		
Meat trays	87	95
Bakery/snack/produce/fruit containers	69	64
Prepared food trays	34	34
Egg cartons	26	26
Tableware(2)	82	87
Other	44	38
Beverage Merchandising		
Cartons for fresh beverage products	192	200
Liquid packaging board	91	115
Paper products	74	82
Reportable segment net revenues	**1,153**	**1,214**
Other / Unallocated		
Other	29	32
Inter-segment eliminations	(18)	(34)
Net revenues	**$ 1,164**	**$ 1,212**

(1) Certain product sales in the prior year have been re-categorized to conform with the current year presentation as the segment realigned its go-to-market product strategy.

(2) During the current year, Food Merchandising changed the name of its historical Dinnerware product line to Tableware.

For all product lines, there is a relatively short time period between the receipt of the order and the transfer of control over the goods to the customer.

FORWARD-LOOKING STATEMENTS

This report contains certain statements that constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. In some cases, you can identify these statements by forward-looking words such as “may,” “might,” “will,” “should,” “expects,” “plans,” “anticipates,” “believes,” “estimates,” “predicts,” “potential” or “continue,” the negative of these terms and other comparable terminology. These forward-looking statements, which are subject to risks, uncertainties and assumptions about us, may include projections of our future financial performance, our anticipated growth strategies, anticipated trends in our business and anticipated growth in the markets served by our business. These statements are only predictions based on our current expectations and projections about future events. There are important factors that could cause our actual results, level of activity, performance or achievements to differ materially from the results, level of activity, performance or achievements expressed or implied by the forward-looking statements, including those factors discussed under the “Risk Factors” section in our Annual Report on Form 10-K for the year ended December 31, 2020. These risks include, among others, those related to:

- future costs of raw materials, energy and freight, including the impact of tariffs, trade sanctions and similar matters;
- competition in the markets in which we operate;
- changes in consumer lifestyle, eating habits, nutritional preferences and health-related and environmental and sustainability concerns;
- failure to maintain satisfactory relationships with our major customers;
- the impact of a loss of any of our key manufacturing facilities;
- our dependence on suppliers of raw materials and any interruption to our supply of raw materials;
- the uncertain economic, operational and financial impacts of the COVID-19 pandemic;
- our ability to realize the benefits of our capital investment, restructuring and other cost savings programs;
- seasonality and cyclicality;
- loss of key management or other personnel;
- uncertain global economic conditions;
- supply of faulty or contaminated products;
- compliance with, and liabilities related to, environmental, health and safety laws, regulations and permits;
- impact of government regulations and judicial decisions affecting products we produce or the products contained in the products we produce;
- any non-compliance with the Foreign Corrupt Practices Act or similar laws;
- the ownership of a majority of the voting power of our common stock by the Hart Stockholders;
- our ability to establish independent financial, administrative, and other support functions; and
- our status as a “controlled company” within the meaning of the rules of Nasdaq.

Although we believe the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, level of activity, performance or achievements. Moreover, neither we nor any other person assumes responsibility for the accuracy and completeness of any of these forward-looking statements. We are under no duty to update any of these forward-looking statements after the date of this report to conform our prior statements to actual results or revised expectations.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Our discussion and analysis is intended to help the reader understand our results of operations and financial condition and is provided as an addition to, and should be read in connection with, our condensed consolidated financial statements and the accompanying notes included elsewhere in this Quarterly Report on Form 10-Q.

Description of the Company and its Business Segments

We are a manufacturer and supplier of fresh food and beverage packaging products primarily in North America. We report our business in three reportable segments: Foodservice, Food Merchandising and Beverage Merchandising. Our Foodservice segment manufactures a broad range of products that enable consumers to eat and drink where they want and when they want with convenience. Our Food Merchandising segment manufactures products that protect and attractively display food while preserving freshness. Our Beverage Merchandising segment manufactures cartons for fresh refrigerated beverage products, primarily serving dairy (including plant-based, organic and specialties), juice and other specialty beverage end-markets.

Recent Developments and Items Impacting Comparability

Winter Storm Uri

During February 2021, the Southern portion of the U.S. was impacted by Winter Storm Uri which brought record low temperatures, snow and ice and resulted in power failures, hazardous road conditions, damage to property and death and injury to individuals in those states. During most of this weather event, we were unable to fully operate some of our mills, plants and warehouses in Texas and Arkansas. We incurred approximately $39 million of incremental costs including energy costs, primarily related to natural gas, shut-down costs and some property damage during the storm. Our Beverage Merchandising segment was impacted to the greatest degree with incremental costs of $34 million incurred by our paper mill in Pine Bluff, Arkansas.

As a result of the storm, certain of our suppliers with locations in the impacted areas were also unable to operate which subsequently has resulted in their declaration of force majeure on meeting the supply quantities due to us. In particular, our supply of various resin types has been limited and we have been required to purchase from other suppliers, and at a higher price, in order to meet our production demands for March and April of 2021. We expect to see this impact our cost of sales in the second quarter of 2021 as the products manufactured with this higher price material are sold. Additionally, we expect to incur additional costs in Beverage Merchandising related to continued repairs to equipment damaged during Winter Storm Uri. The total impact of these items in the second quarter of 2021 is expected to be approximately $10 million.

COVID-19

Our business and operating results for 2021 continue to be impacted by the COVID-19 pandemic. However, we have seen improvement in our business during the first quarter of 2021, which we expect to continue throughout 2021 as the economies in which we operate recover.

Our highest priorities continue to be the safety of our employees and working with our employees and network of suppliers and customers to help maintain the food supply chain as an essential business.

As we are a part of the global food supply chain, we have taken a number of actions to promote the health and safety of our employees and customers in order to maintain the availability of our products to meet the needs of our customers. To date, we have not experienced significant issues within our supply chain due to the COVID-19 pandemic, including the sourcing of materials and logistics service providers.

We expect that the COVID-19 pandemic will continue to impact our results of operations in future periods as the macroeconomic environment changes and consumer behavior continues to evolve. However, while the general effects of the COVID-19 pandemic continue to change and remain unpredictable, we expect an improved second half of 2021 as the markets in which we operate see increased mobility.

We continue to proactively manage our business in response to the evolving impacts of the pandemic, and we will continue to communicate with and support our employees and customers, to monitor and take steps to further safeguard our supply chain, operations and assets, to protect our liquidity and financial position, to work toward our strategic priorities and to monitor our financial performance as we seek to position the Company to withstand the current uncertainty related to this pandemic.

How We Assess the Performance of Our Business and Use of Non-GAAP Measures

In addition to financial measures determined in accordance with GAAP, we make use of the non-GAAP financial measure Adjusted EBITDA from continuing operations to evaluate and manage our business and to plan and make near-term and long-term operating and strategic decisions.

Adjusted EBITDA from continuing operations

Adjusted EBITDA from continuing operations is defined as net (loss) income from continuing operations calculated in accordance with GAAP plus the sum of income tax expense, net interest expense, depreciation and amortization and further adjusted to exclude certain items of a significant or unusual nature, including but not limited to foreign exchange gains or losses on cash, related party management fees, unrealized gains or losses on derivatives, gains or losses on the sale of businesses and noncurrent assets, impairment charges, restructuring, asset impairment and other related charges, operational process engineering-related consultancy costs, non-cash pension income or expense, strategic review and transaction-related costs, and executive transition charges.

We present Adjusted EBITDA from continuing operations because it is a key measure used by our management team to evaluate our operating performance, generate future operating plans and make strategic decisions. Accordingly, we believe that Adjusted EBITDA from continuing operations provides useful information to investors and others in understanding and evaluating our operating results in the same manner as our management team and Board of Directors. In addition, our chief operating decision maker uses Adjusted EBITDA of each reportable segment to evaluate the operating performance of such segments.

The following is a reconciliation of our net (loss) income from continuing operations, the most directly comparable GAAP financial measure, to Adjusted EBITDA from continuing operations for each of the periods indicated:

	For the Three Months Ended March 31,	
(In millions)	**2021**	**2020**
Net (loss) income from continuing operations (GAAP)	$ (11)	$ 133
Income tax benefit	(18)	(94)
Interest expense, net	42	102
Depreciation and amortization	73	68
Restructuring, asset impairment and other related charges(1)	(2)	3
Non-cash pension income(2)	(23)	(18)
Operational process engineering-related consultancy costs(3)	3	8
Related party management fee(4)	—	5
Strategic review and transaction-related costs(5)	—	6
Foreign exchange gains on cash(6)	—	(84)
Unrealized losses on derivatives(7)	1	17
Executive transition charges(8)	10	—
Other	2	(1)
Adjusted EBITDA from continuing operations (Non-GAAP)	**$ 77**	**$ 145**

(1) Reflects asset impairment, restructuring and other related charges (net of reversals) primarily associated with the remaining closures businesses that are not reported within discontinued operations. For further information, refer to Note 4, *Impairment, Restructuring and Other Related Charges*, for additional details.

(2) Reflects the non-cash pension income related to our employee benefit plans.

(3) Reflects the costs incurred to evaluate and improve the efficiencies of our manufacturing and distribution operations.

(4) Reflects the related party management fee charged by Rank to us. For further information, refer to Note 16, *Related Party Transactions*, for additional details. Following our IPO, we are no longer charged the related party management fee.

(5) Reflects costs incurred for strategic reviews of our businesses, as well as costs related to our IPO that could not be offset against the proceeds of the IPO.

(6) Reflects foreign exchange gains on cash, primarily on U.S. dollar amounts held in non-U.S. dollar functional currency entities.

(7) Reflects the mark-to-market movements in our commodity derivatives. For further information, refer to Note 10, *Financial Instruments*, for additional details.

(8) Reflects charges relating to key executive retirement and separation agreements in the first quarter of 2021.

Results of Operations

Three Months Ended March 31, 2021 compared with Three Months Ended March 31, 2020

Reportable Segment Net Revenue and Adjusted EBITDA

(In millions, except for %)	Foodservice	Food Merchandising	Beverage Merchandising
Net revenues			
2021	$ 454	$ 342	$ 357
2020	$ 473	$ 344	$ 397
Change	$ (19)	$ (2)	$ (40)
% Change	(4)%	(1)%	(10)%
Adjusted EBITDA			
2021	$ 61	$ 55	$ (32)
2020	$ 56	$ 53	$ 49
Change	$ 5	$ 2	$ (81)
% Change	9%	4%	NM

NM indicates that the calculation is “not meaningful”.

Consolidated Results

	For the Three Months Ended March 31,					
(In millions, except for %)	2021	% of revenue	2020	% of revenue	Change	% change
Net revenues	$ 1,164	100%	$ 1,212	100%	$ (48)	(4)%
Cost of sales	(1,056)	(91)%	(1,038)	(86)%	(18)	(2)%
Gross profit	**108**	**9%**	**174**	**14%**	**(66)**	**(38)%**
Selling, general and administrative expenses	(126)	(11)%	(123)	(10)%	(3)	2%
Restructuring, asset impairment and other related charges	2	—%	(3)	—%	5	NM
Other income, net	6	1%	77	6%	(71)	(92)%
Operating (loss) income from continuing operations	**(10)**	**(1)%**	**125**	**10%**	**(135)**	**NM**
Non-operating income, net	23	2%	16	1%	7	44%
Interest expense, net	(42)	(4)%	(102)	(8)%	60	59%
(Loss) income from continuing operations before tax	**(29)**	**(2)%**	**39**	**3%**	**(68)**	**NM**
Income tax benefit	18	2%	94	8%	(76)	(81)%
(Loss) income from continuing operations	**(11)**	**(1)%**	**133**	**11%**	**(144)**	**NM**
(Loss) income from discontinued operations, net of income taxes	(3)		3		(6)	
Net (loss) income	**$ (14)**		**$ 136**		**$ (150)**	
Adjusted EBITDA from continuing operations[(1)]	**$ 77**	**7%**	**$ 145**	**12%**	**$ (68)**	**(47)%**

(1) Adjusted EBITDA from continuing operations is a non-GAAP measure. For details, refer to *Adjusted EBITDA from continuing operations*, including a reconciliation between net (loss) income from continuing operations and Adjusted EBITDA from continuing operations.

Components of Change in Reportable Segment Net Revenues for the Three Months Ended March 31, 2021 Compared with the Three Months Ended March 31, 2020

	Price/Mix	Volume	FX	Total
Net revenues	(1)%	(4)%	1%	(4)%
By reportable segment:				
Foodservice	—%	(4)%	—	(4)%
Food Merchandising	3%	(4)%	—%	(1%)
Beverage Merchandising	(4)%	(7)%	1%	(10)%

Net Revenues. Net revenues for the three months ended March 31, 2021 decreased by $48 million, or 4%, to $1,164 million compared to the three months ended March 31, 2020. The decrease was primarily due to lower sales volume within our Foodservice and Beverage Merchandising segments, largely due to the unfavorable impact from the COVID-19 pandemic, as well as lower pricing, mainly due to lower raw material costs passed through to customers and lower pricing in Beverage Merchandising due to the impact of COVID-19.

Cost of Sales. Cost of sales for the three months ended March 31, 2021 increased by $18 million, or 2%, to $1,056 million compared to the three months ended March 31, 2020. The increase was primarily due to higher manufacturing costs driven by $39 million of incremental costs incurred related to the impact of Winter Storm Uri, timing of a cold mill outage and production inefficiencies in Beverage Merchandising. This increase was partially offset by lower sales volume within our Foodservice and Beverage Merchandising segments and favorable raw material costs.

Selling, General and Administrative Expenses. Selling, general and administrative expenses for the three months ended March 31, 2021 increased by $3 million, or 2%, to $126 million compared to the three months ended March 31, 2020. The increase was primarily due a $10 million charge related to executive transition agreements, partially offset by lower strategic review and transaction related costs.

Restructuring, Asset Impairment and Other Related Charges. Restructuring, asset impairment and other related charges for the three months ended March 31, 2021 changed by $5 million, to a $2 million benefit for the three months ended March 31, 2021 compared to a $3 million expense for the three months ended March 31, 2020. Refer to Note 3, *Impairment, Restructuring and Other Related Charges*, for additional details.

Other Income, Net. Other income, net, for the three months ended March 31, 2021 decreased by $71 million to $6 million compared to $77 million for the three months ended March 31, 2020. The change was primarily attributable to foreign exchange gains on cash of $84 million in the prior year period, largely on U.S. dollar cash balances held by foreign entities with a non-U.S. dollar functional currency which were redomiciled to the U.S. upon our initial public offering, partially offset by lower strategic and transaction related costs.

Non-operating Income, Net. Non-operating income, net, for the three months ended March 31, 2021 increased to $23 million compared to $16 million *for the three months ended March 31, 2020. The increase was primarily due to a decrease in interest cost on benefit plans, largely as a result of a decrease in interest rates.*

Interest Expense, Net. Interest expense, net, for the three months ended March 31, 2021 decreased by $60 million, or 59%, to $42 million, compared to the three months ended March 31, 2020. Interest expense, net decreased by $52 million reflecting the reduction in principal amounts outstanding under our notes and term loans. Interest expense, net for the three months ended March 31, 2020 was also impacted by $12 million of expense from our interest rate swap which we subsequently terminated in August of 2020. These decreases were partially offset by an unfavorable change in foreign exchange rates of $7 million. Refer to Note 9, *Debt*, for additional details.

Income Tax Benefit. During the three months ended March 31, 2021, we recognized a tax benefit of $18 million on a loss from continuing operations before tax of $29 million, compared to a tax benefit of $94 million on income from continuing operations before tax of $39 million for the three months ended March 31, 2020. The effective tax rate during the three months ended March 31, 2021 was primarily attributable to the partial release of our valuation allowance for deferred interest deductions offset by the tax expense on our overall projected earnings subject to taxation by the various jurisdictions in which we operate. The effective tax rate during the three months ended March 31, 2020 was primarily attributable to retroactive provisions in the CARES Act enacted in March 2020, mainly in relation to a discrete tax benefit from the deductibility of deferred interest deductions.

(Loss) Income from Discontinued Operations, Net of Income Taxes. Income from discontinued operations, net of income taxes for the three months ended March 31, 2020 included only one month of results of our former Reynolds Consumer Products segment and three months of our former Graham Packaging segment. Refer to Note 2, *Discontinued Operations*, for additional details.

Adjusted EBITDA from Continuing Operations. Adjusted EBITDA from continuing operations for the three months ended March 31, 2021 decreased by $68 million, or 47%, to $77 million compared to the three months ended March 31, 2020. The decline was primarily due to higher manufacturing costs in Beverage Merchandising driven by the impact of Winter Storm Uri along with the additional impact from a cold mill outage, higher manufacturing costs in Foodservice and Food Merchandising, and lower volume primarily driven by the impact of COVID-19, partially offset by favorable raw material costs, net of lower costs passed through to customers. Adjusted EBITDA for the first quarter of 2021 included $39 million of additional costs incurred related to the impact of Winter Storm Uri.

Segment Information

Foodservice

	For the Three Months Ended March 31,			
(In millions, except for %)	**2021**	**2020**	**Change**	**% change**
Total segment net revenues	$ 454	$ 473	$ (19)	(4)%
Segment Adjusted EBITDA	$ 61	$ 56	$ 5	9%
Segment Adjusted EBITDA Margin	13%	12%		

Total Segment Net Revenues. Foodservice total segment net revenues for the three months ended March 31, 2021 decreased by $19 million, or 4%, to $454 million compared to the three months ended March 31, 2020. The decrease was primarily due to lower sales volume due to the market contraction from the impact of the COVID-19 pandemic.

Adjusted EBITDA. Foodservice Adjusted EBITDA for the three months ended March 31, 2021 increased by $5 million, or 9%, to $61 million compared to the three months ended March 31, 2020. The increase was primarily due to lower raw material costs, net of lower costs passed through to customers, partially offset by higher manufacturing costs and lower sales volume due to the impact of the COVID-19 pandemic.

Food Merchandising

	For the Three Months Ended March 31,			
(In millions, except for %)	**2021**	**2020**	**Change**	**% change**
Total segment net revenues	$ 342	$ 344	$ (2)	(1)%
Segment Adjusted EBITDA	$ 55	$ 53	$ 2	4%
Segment Adjusted EBITDA Margin	16%	15%		

Total Segment Net Revenues. Food Merchandising total segment net revenues for the three months ended March 31, 2021 decreased by $2 million, or 1%, to $342 million compared to the three months ended March 31, 2020. The decrease was primarily due to lower volume partially offset by favorable pricing net of product mix.

Adjusted EBITDA. Food Merchandising Adjusted EBITDA for the three months ended March 31, 2021 increased by $2 million, or 4%, to $55 million compared to the three months ended March 31, 2020. The increase was primarily due to favorable material costs, net of lower costs passed through to customers, and favorable pricing, mostly offset by higher manufacturing costs.

Beverage Merchandising

	For the Three Months Ended March 31,			
(In millions, except for %)	**2021**	**2020**	**Change**	**% change**
Total segment net revenues	$ 357	$ 397	$ (40)	(10)%
Segment Adjusted EBITDA	$ (32)	$ 49	$ (81)	NM
Segment Adjusted EBITDA Margin	(9)%	12%		

Total Segment Net Revenues. Beverage Merchandising total segment net revenues for the three months ended March 31, 2021 decreased by $40 million, or 10%, to $357 million compared to the three months ended March 31, 2020. The decrease was primarily due to lower sales volume and lower pricing due to the impact of the COVID-19 pandemic.

Adjusted EBITDA. Beverage Merchandising Adjusted EBITDA for the three months ended March 31, 2021 decreased by $81 million to a loss of $32 million compared to the three months ended March 31, 2020. The decrease was primarily driven by the additional costs incurred related to the impact of Winter Storm Uri of $34 million and $16 million from a cold mill outage during the first quarter 2021, production inefficiencies and lower pricing driven by COVID-19.

Liquidity and Capital Resources

We believe that we have sufficient liquidity to support our ongoing operations and to invest in future growth to create value for our shareholders. Our operating cash flows, existing cash balances and available capacity under our revolving credit facility are our primary sources of liquidity and are expected to be used for, among other things, capital expenditures necessary to complete our Strategic Investment Program, payment of interest and principal on our long-term debt obligations, and distributions to shareholders that require approval by our Board of Directors. Additionally, we may continue to utilize long-term debt issuances for our funding requirements. While we may need additional financing to support our business and pursue our growth strategy, we currently do not expect any negative effects to our funding sources that would have a material effect on our liquidity.

Cash provided by (used in) operating activities:

Net cash provided by operating activities changed by $45 million to $9 million for the three months ended March 31, 2021 compared to net cash used in operating activities of $36 million for the three months ended March 31, 2020. The change was primarily driven by lower cash outflows related to interest payments, partially offset by lower cash earnings. Cash provided by operating activities for the three months ended March 31, 2020 included $35 million related to discontinued operations.

Cash used in investing activities:

Net cash used in investing activities decreased by $49 million to $66 million for the three months ended March 31, 2021, compared to $115 million for the three months ended March 31, 2020. The decrease related to our continuing operations was primarily attributable to lower capital expenditures due to the timing of spend. Cash used in investing activities for the three months ended March 31, 2020 included $42 million related to discontinued operations.

During the three months ended March 31, 2021 and 2020, we invested $14 million and $27 million, respectively, on our Strategic Investment Program.

Cash used in (provided by) financing activities:

Net cash from financing activities changed by $458 million to $81 million of cash used in financing activities for the three months ended March 31, 2021 compared to net cash provided by financing activities of $377 million for the three months ended March 31, 2020. During the three months ended March 31, 2021, cash used in financing activities primarily consisted of the $59 million redemption of the remaining portion of our 5.125% Notes and the payment of $18 million of dividends to our shareholders. During the three months ended March 31, 2020, cash provided by financing activities was primarily attributable to the incurrence of $3,616 million of debt, net of transaction costs, by RCPI immediately prior to its distribution, net of our repayment of $3,206 million of our pre-existing debt and $31 million of cash held by RCPI at the time of its distribution.

Dividends

We paid cash dividends of $18 million during the three months ended March 31, 2021 and there were no dividends paid during the three months ended March 31, 2020. Our Board of Directors approved a dividend of $0.10 per share on May 3, 2021 to be paid on June 15, 2021 to shareholders of record as of May 28, 2021.

Our Credit Agreement limits the ability to make dividend payments, subject to specified exceptions. Our Board of Directors must review and approve future dividend payments and will determine whether to declare additional dividends based on our operating performance, expected future cash flows, debt levels, liquidity needs and investment opportunities.

Debt and Liquidity:

As of March 31, 2021, we had $3,941 million of total principal amount of borrowings. Refer to Note 9, *Debt*, for details of our recent repayments and maturities. The nature and amount of our long-term debt and the proportionate amount of each varies as a result of current and expected business requirements, market conditions and other factors.

During the three months ended March 31, 2021, we repaid the remaining $59 million aggregate principal amount of the 5.125% Notes at a price of 101.281%.

Our 2021 annual cash interest obligations on our borrowings, including borrowings that have been repaid, are expected to be approximately $155 million. As of March 31, 2021, the underlying one month LIBO rate for amounts borrowed under our Credit Agreement was 0.11%.

As of March 31, 2021, we had $328 million of cash and cash equivalents on hand and $207 million available for drawing under our revolving credit facility. We believe that our existing cash resources, projected cash flows generated from operations together with our borrowing availability under our revolving credit facility are sufficient to fund our principal debt payments, interest expense, our working capital needs and our expected capital expenditures for the next 12 months. Our next significant near term maturity of borrowings is $1,207 million of U.S. term loans due in February 2023. We currently anticipate incurring approximately $305 million of capital expenditures during fiscal year 2021. We do not currently anticipate that the COVID-19 pandemic will materially impact our liquidity over the next 12 months.

Our ability to borrow under our revolving credit facility or our local working capital facilities or to incur additional indebtedness may be limited by the terms of such indebtedness or other indebtedness, including the Credit Agreement and the notes. The Credit Agreement and the indenture governing the notes generally allow our subsidiaries to transfer funds in the form of cash dividends, loans or advances within the Company.

Under the Credit Agreement, we may incur additional indebtedness either by satisfying certain incurrence tests or by incurring such additional indebtedness under certain specific categories of permitted debt. Incremental senior secured indebtedness under the Credit Agreement and senior secured or unsecured notes in lieu thereof are permitted to be incurred up to an aggregate principal amount of $750 million subject to pro forma compliance with the Credit Agreement's total secured leverage ratio covenant. In addition, we may incur incremental senior secured indebtedness under the Credit Agreement and senior secured notes in an unlimited amount as long as our total secured leverage ratio does not exceed 4.50 to 1.00 on a pro forma basis and (in the case of incremental senior secured indebtedness under the Credit Agreement only) we are in pro forma compliance with the Credit Agreement's total secured leverage ratio covenant. The incurrence of unsecured indebtedness, including the issuance of senior notes, and unsecured subordinated indebtedness is also permitted if the fixed charge coverage ratio is at least 2.00 to 1.00 on a pro forma basis.

Under the indenture governing the notes, we may incur additional indebtedness either by satisfying certain incurrence tests or by incurring such additional indebtedness under certain specific categories of permitted debt. Indebtedness may be incurred under the incurrence tests if the fixed charge coverage ratio is at least 2.00 to 1.00 on a pro forma basis and the liens securing first lien secured indebtedness do not exceed a 4.10 to 1.00 consolidated secured first lien leverage ratio.

Off-Balance Sheet Arrangements

Other than short-term leases entered into in the normal course of business, we have no material off-balance sheet obligations.

Critical Accounting Policies, Estimates and Assumptions

The most critical accounting policies and estimates are those that are most important to the portrayal of our financial condition and results of operations and require us to make the most difficult and subjective judgments, often estimating the outcome of future events that are inherently uncertain. Our significant accounting policies are described in Note 1, *Nature of Operations and Basis of Presentation,* to our consolidated financial statements in our Annual Report on Form 10-K for the year ended December 31, 2020. Our significant accounting estimates are described in Management's Discussion and Analysis of Financial Condition and Results of Operations in our Annual Report on Form 10-K for the year ended December 31, 2020.

Recent Accounting Pronouncements

New accounting guidance that we have recently adopted, as well as accounting guidance that has been recently issued but not yet adopted by us, is included in Note 1, *Nature of Operations and Basis of Presentation.*

Item 3. Quantitative and Qualitative Disclosures about Market Risk.

Interest Rate Risk

We had significant debt commitments outstanding as of March 31, 2021. These on-balance sheet financial instruments, to the extent they accrue interest at variable interest rates, expose us to interest rate risk. Our interest rate risk arises primarily on significant borrowings that are denominated in U.S. dollars drawn under our Credit Agreement. The Credit Agreement includes interest rate floors of 0.0% per annum on the term loans and the revolving loan.

The underlying rates for our Credit Agreement are the one-month LIBOR, and as of March 31, 2021 the applicable rates, including the relevant margins, were 2.86% for Term Loans Tranche B-1 and 3.36% for Term Loans Tranche B-2. Based on our outstanding debt commitments as of March 31, 2021, a one-year timeframe and all other variables remaining constant, a 100 basis point increase in interest rates would result in a $25 million increase in interest expense on the term loans under our Credit Agreement. A 100 basis point decrease in interest rates would result in a $3 million decrease in interest expense on the term loans under our Credit Agreement.

Interest rates may fluctuate if LIBOR ceases to exist or if new methods of calculating LIBOR will be established. See *Risk Factors—Risks Relating to Our Business and Industry—Certain of our long-term indebtedness bears interest at variable interest rates, primarily based on LIBOR, which may be subject to regulatory guidance and/or reform that could cause interest rates under our current or future debt agreements to fluctuate or cause other unanticipated consequences,* in our Annual Report on Form 10-K for the year ended December 31, 2020.

Foreign Currency Exchange Rate Risk

As a result of our international operations, we are exposed to foreign currency exchange risk arising from sales, purchases, assets and borrowings that are denominated in currencies other than the functional currencies of the respective entities. We are also exposed to foreign currency exchange risk on certain intercompany borrowings between certain of our entities with different functional currencies.

In accordance with our treasury policy, we take advantage of natural offsets to the extent possible. On a limited basis, we use contracts to hedge residual foreign currency exchange risk arising from receipts and payments denominated in foreign currencies. We generally do not hedge our exposure to translation gains or losses in respect of our non-U.S. dollar functional currency assets or liabilities. Additionally, when considered appropriate, we may enter into forward exchange contracts to hedge foreign currency exchange risk arising from specific transactions. We had no foreign currency derivative contracts as of March 31, 2021.

Commodity Risk

We are exposed to commodity and other price risk principally from the purchase of resin, natural gas, electricity, raw wood, wood chips and diesel. We use various strategies to manage cost exposures on certain material purchases with the objective of obtaining more predictable costs for these commodities. We generally enter into commodity financial instruments or derivatives to hedge commodity prices related to resin (and its components), diesel and natural gas.

We enter into futures and swaps to reduce our exposure to commodity price fluctuations. These derivatives are implemented to either (a) mitigate the impact of the lag in timing between when material costs change and when we can pass through these changes to our customers or (b) fix our input costs for a period. See Note 10, *Financial Instruments*, for the details of our commodity derivative contracts as of March 31, 2021.

A 10% upward (downward) movement in the price curve used to value the commodity derivative contracts, applied as of March 31, 2021, would have resulted in a change of less than $1 million in the unrealized loss recognized in the consolidated statement of (loss) income, assuming all other variables remain constant.

Item 4. Controls and Procedures.

a) Evaluation of Disclosure Controls and Procedures

Disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) are designed to ensure that information required to be disclosed in reports filed or submitted under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC rules and forms, and that such information is accumulated and communicated to management, including our Chief Executive Officer and Chief Financial Officer, to allow timely decisions regarding required disclosures. In connection with the preparation of this report, management, under the supervision and with the participation of the Chief Executive Officer and Chief Financial Officer, conducted an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures as of March 31, 2021. Based on that evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that, as of March 31, 2021, our disclosure controls and procedures were effective.

b) Changes in Internal Control over Financial Reporting

There were no material changes in our internal control over financial reporting that occurred during the three months ended March 31, 2021 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II - OTHER INFORMATION

Item 1. Legal Proceedings.

The information required to be set forth under this heading is incorporated by reference from Note 13, *Commitments and Contingencies*, to the interim Condensed Consolidated Financial Statements included in Part I, Item 1.

Item 1A. Risk Factors

Other than as set forth below, there have been no material changes to the risk factors described in our Annual Report on Form 10-K for the year ended December 31, 2020.

As disclosed in our risk factors in our Annual Report on Form 10-K for the year ended December 31, 2020, in August 2020 we identified practices in our Evergreen Packaging Shanghai business, which is part of our Beverage Merchandising segment, which involve acts potentially in violation of the U.S. Foreign Corrupt Practices Act of 1977 (the "FCPA"). In September 2020 we made a voluntary self-disclosure to the U.S. Department of Justice ("DOJ") and Securities and Exchange Commission ("SEC") about these items and our investigation being conducted by external counsel, accountants and other advisors. Our investigation identified the occasional giving of gift cards representing relatively minor monetary values to government regulators and employees of state-owned enterprise customers in the People's Republic of China ("PRC"), over the course of several years. The amounts involved were immaterial, individually and in the aggregate, and these appear to have been provided at the times of PRC holidays for generalized goodwill purposes only. We have initiated procedures to remediate such practices, including discontinuing the giving of gift cards. We also identified certain other gift, travel and entertainment practices that do not comply with company policy and expectations. These findings provided an opportunity for targeted, enhanced controls and additional training in these areas. We presented our investigation findings to the DOJ and SEC in February 2021. In response to and based on our investigation findings, the DOJ has decided to close its file on this matter without any action against the Company. We are still waiting on a decision from the SEC. We intend to fully cooperate with the SEC, with the assistance of legal counsel, to conclude this matter. We are unable at this time to predict when the review of this matter by the SEC will be completed or what regulatory or other consequences may result.

Additional risks and uncertainties not currently known to us or that we currently deem immaterial also may materially adversely affect our business, results of operations, financial condition or future results.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

None.

Item 3. Defaults Upon Senior Securities.

None.

Item 4. Mine Safety Disclosures.

Not applicable.

Item 5. Other Information.

None.

Item 6. Exhibits.

Exhibit Number	Description of Exhibit
10.1*	Retirement Agreement between Pactiv LLC and John McGrath, effective as of March 5, 2021.
10.2*	Separation Agreement between Evergreen Packaging LLC f/k/a Evergreen Packaging Inc. and John Rooney, effective as of April 17, 2021.
10.3*	Consulting and Restrictive Covenants Agreement between Pactiv Evergreen Inc. and John McGrath, effective as of March 5, 2021.
10.4*	Employment Agreement between Pactiv LLC and Michael King, effective as of March 5, 2021.
21.1*	List of Subsidiaries of Pactiv Evergreen Inc.
31.1*	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1*	Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2*	Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	Inline XBRL Instance Document
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Furnished herewith

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

PACTIV EVERGREEN INC.
(Registrant)

By: /s/ MICHAEL J. RAGEN
Michael J. Ragen
Chief Financial Officer/Chief Operating Officer
May 6, 2021

RETIREMENT AGREEMENT

Date given to Employee: April 8, 2021
Employment Base: State of Florida

This Retirement Agreement ("this **Agreement**") is made and entered into retroactive and effective March 5, 2021 (subject to Paragraph 22 and 23), by and between John McGrath ("**Employee**") and Pactiv LLC ("**Company**"). The Company is an indirect subsidiary of Pactiv Evergreen Inc. ("**PEI**"). PEI and its direct and indirect subsidiaries from time to time are referred to in this Agreement as the "**PEI Group**". The PEI Group are intended third party beneficiaries of the Company under this Agreement with the rights, but not the obligations, of Company as employer. The Board of Directors of PEI (the "**Board**") may elect to exercise certain rights on behalf of the Company or any other member of the PEI Group as provided in this Agreement.

A. The Employee and the Company are parties to an Amended and Restated Employment Agreement dated as of July 8, 2019 (the "**Employment Agreement**"). The Employment Agreement includes an accompanying Restrictive Covenants Agreement dated as of July 8, 2019 (the "**2019 Restrictive Covenants Agreement**").

B. In consideration of the additional benefits Company will pay Employee as summarized below in Paragraph 4, and the other mutual covenants and agreements contained in this Agreement, Employee and Company agree as follows:

1. Definitions. Capitalized terms used in this Agreement will have the same meaning as used in the Employment Agreement unless otherwise defined herein.

2. Retirement Date. Employee retired from his employment with Company on March 5, 2021 (the "**Retirement Date**") and acknowledges that he resigned from any and all offices and positions Employee held with Company and the other members of the PEI Group effective on the Retirement Date, including as the chief executive officer and as director of the Board. Employee acknowledges that any employment relationship between Employee and Company and any other members of the PEI Group ended on the Retirement Date, and Employee acknowledges that he will have no future employment relationship with Company or any other member of the PEI Group. In consideration of the compensation and other benefits being granted under this Agreement, Employee waives any and all employment rights that Employee may now have with Company and any other members of the PEI Group and agrees not to seek reinstatement and that Company and any other member of the PEI Group shall have no obligation to employ, reemploy, hire, recall, or reinstate Employee in the future.

3. Benefits Owed. Company acknowledges its obligation to pay or provide the following compensation and benefits in connection with Employee's retirement from employment:

a) Any earned but unpaid Base Salary through the Retirement Date. In addition, Employee will receive an amount equal to one-month of his Base Salary, less any required payroll taxes and withholding, for the thirty-day period following the Retirement Date in satisfaction of the obligations of Company under the Employment Agreement payable on or before April 5, 2021;

b) Unpaid business expense reimbursements owed Employee per Company policy; *provided* that Employee must submit requests for business expense reimbursements no later than April 15,2021;

c) Any vested benefits the Employee may have under any employee benefit plan of the Company and any payments and/or benefits that Employee is entitled to under any non-qualified deferred compensation plans of the Company, subject, as applicable, to the terms and conditions of the Reynolds Services Inc. Nonqualified Deferred Compensation Plan and/or the Evergreen Packaging Group Nonqualified Deferred Compensation Plan;

d) $1,162,500, which is the amount that would otherwise have been payable by the Company to Employee pursuant to a letter agreement dated July 3, 2019, on the date six months from the effective date of the IPO of the Company. The amount set forth in this Subparagraph 3(d) will be paid on or around March 19, 2021;

e) Six weeks of earned but unpaid vacation through the Retirement Date.

4. Additional Benefits Granted. In consideration for Employee entering into this Agreement with the Company and into the Consulting and Restrictive Covenants Agreement with PEI in the form attached to this Agreement as **Attachment 1** ("**PEI Consulting Agreement**"), PEI will grant Employee the following additional benefits:

a) If Employee and his eligible dependents are covered under the Company health care plan on the Retirement Date, and Employee properly elects COBRA continuation coverage, Employee may continue those benefits in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) at the active employee contribution rates, on an after-tax basis, for one year following the Retirement Date; *provided* that, if such premiums would result in excise tax or other penalties imposed on the Company, a dollar amount equal to such premiums that the Company would have paid under this Subparagraph 4(a) during the applicable payment period will be paid to Employee, instead of such premium, as additional cash payments. Employee will be billed directly for payment of the employee contribution from the My Right Choice Benefits Center at www.MyRightChoiceBenefits.com or 1-844-744-4848. Thereafter, Employee may continue COBRA coverage by paying the full COBRA premium;

b) Notwithstanding the resignation of his employment on the Retirement Date, Employee will be permitted to retain and receive the benefits of all Restricted Stock Units in shares of common stock of PEI that Employee had been granted prior to the Retirement Date (valued at approximately $3,200,000 in the aggregate as of their respective grant dates), including all such Restricted Stock Units for which the remaining service-based vesting conditions were waived in their entirety by PEI in connection with the Retirement Date; *provided* that, notwithstanding anything set forth herein or in the applicable award agreements, the Restricted Stock Units shall be settled on the dates set forth in the applicable award agreement; and

c) A consulting fee of $83,333 per calendar month from March 6, 2021 through March 5, 2022 for the services under the PEI Consulting Agreement. The consulting fee will be reported on IRS Form 1099. The consulting fee will be paid on or before the last day of the end of each calendar month during such period (for the avoidance of doubt, with the final payment made on February 28, 2022). By way of confirmation, Employee may perform services under the PEI Consulting Agreement in the State of Florida or any other U.S. state in which he elects to reside during the consultancy period.

d) An additional payment of $341,666 per calendar month from March 6, 2021 through March 5, 2022 as additional consideration for accepting, becoming subject to and for complying with the restrictive covenants imposed under the PEI Consulting Agreement. This additional payment will be reported on IRS Form W-2 and subject to U.S. federal and Illinois state payroll taxes and withholding. This additional payment, less any payroll taxes and withholding, will be paid on or before the last day of the end of each calendar month during such period (for the avoidance of doubt, with the final payment made on February 28, 2022).

Any consideration under this Paragraph 4 is conditioned upon Employee signing and not revoking this Agreement and complying with all obligations under the Employment Agreement, the 2019 Restrictive

Covenants Agreements and the PEI Consulting Agreement. If any payment date provided for in clauses (c) or (d) above are not a business day, then payment will be made on the immediately following business day.

5. Payments. Employee acknowledges the payments and benefits specified in Paragraphs 3 and 4 are in full and complete satisfaction of all of Company's (and any of its affiliated entities') obligations under any agreement, arrangement, policy, plan, practice, including, to the extent applicable, the Employment Agreement, and otherwise at law, and that this amount paid is in lieu of any claim for salary, bonus (including any claim for an incentive award, including equity awards, for which employee may have been eligible), retention payments, transaction success payments, holiday pay, vacation, vacation pay, severance pay, life insurance, medical coverage, or any claim for payment or benefit not specifically mentioned in this Agreement. Except for any other obligations expressly set forth in this Agreement, Company (and any of its affiliated entities) will make no further payments to Employee, or make any payments or contributions on behalf of Employee, for salary, insurance, pension or any other compensation or benefits. Notwithstanding the foregoing, nothing in this Agreement affects or limits Company's or any of its affiliates' obligations to Employee under any indemnification agreements, by-laws, directors' and officers' insurance policies, or any similar agreements or policies related to Employee's service as an officer, director or employee of Company or any of its affiliates prior to the Retirement Date (collectively, the "**Indemnification Obligations**").

6. General Release. EMPLOYEE HEREBY RELEASES, WAIVES, AND FOREVER DISCHARGES COMPANY AND ANY AND ALL PAST OR PRESENT PREDECESSORS, SUCCESSORS, JOINT VENTURERS, SUBSIDIARIES, PARENTS, AND RELATED OR AFFILIATED ENTITIES OR PERSONS OF THE PEI GROUP, AND ANY AND ALL OF THEIR RESPECTIVE PAST OR PRESENT OFFICERS, DIRECTORS, PARTNERS, AGENTS, ATTORNEYS, AND EMPLOYEES (ALL COLLECTIVELY, THE "**RELEASED PARTIES**"), FROM ANY AND ALL MANNER OF ACTIONS, CAUSES OF ACTIONS, DEMANDS, CLAIMS, AGREEMENTS, PROMISES, DEBTS, LAWSUITS, CONTROVERSIES, COSTS, EXPENSES AND FEES WHATSOEVER, WHETHER ARISING IN CONTRACT, TORT OR ANY OTHER THEORY OF ACTION, WHETHER ARISING IN LAW OR EQUITY, WHETHER KNOWN OR UNKNOWN, ASSERTED OR UNASSERTED, FROM THE BEGINNING OF TIME UP TO THE DATE OF THIS AGREEMENT (INDIVIDUALLY, "**CLAIM;**" COLLECTIVELY, "**CLAIMS**"), EXCEPT FOR THOSE OBLIGATIONS CREATED BY OR ARISING OUT OF THIS AGREEMENT AND THOSE OBLIGATIONS SPECIFICALLY EXCLUDED UNDER THIS AGREEMENT. EMPLOYEE EXPRESSLY WAIVES THE BENEFIT OF ANY STATUTE OR RULE OF LAW WHICH, IF APPLIED TO THIS AGREEMENT, WOULD OTHERWISE PRECLUDE FROM ITS BINDING EFFECT ANY CLAIM AGAINST ANY RELEASED PARTY NOT NOW KNOWN BY EMPLOYEE TO EXIST. EXCEPT AS NECESSARY FOR EMPLOYEE TO ENFORCE THIS AGREEMENT, THIS AGREEMENT IS INTENDED TO BE A GENERAL RELEASE THAT BARS ALL CLAIMS. IF EMPLOYEE COMMENCES OR CONTINUES ANY CLAIM IN VIOLATION OF THIS AGREEMENT, THE RELEASED PARTY WILL BE ENTITLED TO ASSERT THIS AGREEMENT AS A BAR TO SUCH ACTION OR PROCEEDING. EMPLOYEE IS NOT, HOWEVER, WAIVING ANY RIGHT OR CLAIM THAT FIRST ARISES AFTER THE DATE THIS AGREEMENT IS EXECUTED.

Without in any way limiting the generality of the foregoing, this Agreement constitutes a full release and disclaimer of any and all Claims arising out of or relating in any way to Employee's employment, continued employment, retirement, resignation, or termination of employment with Company (and any of its affiliatedentities), whether arising under or out of a statute including, but not limited to, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §1981, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act of 1990, the Family and Medical Leave Act, the National Labor Relations Act, the Employee Retirement Income Security Act, the Worker Adjustment and Retraining Notification Act, the Americans With Disabilities Act, the Illinois Human Rights Act, the Victims' Economic Security and Safety Act, the Illinois Wage Payment and Collection Act, the Illinois Right to Privacy in the Workplace Act, the Illinois Equal Pay Act of 2003, the Illinois Equal Wage Act, the Illinois Wages for Women and Minors Act, the Illinois Religious Freedom Restoration Act, the Illinois Minimum Wage Law, the Illinois Whistleblower Act, the Illinois WARN Act, the Florida Civil Rights Act, the Florida Workers' Compensation Act, the Florida Whistleblower Act and any other federal, state, county, municipal or local statute, ordinance or regulation, all as may be amended from time to time, any collective bargaining agreement, or common law claims or

causes of action in each case relating to alleged discrimination, breach of contract or public policy, wrongful or retaliatory discharge, tortious action, inaction, or interference of any sort, defamation, libel, slander, personal or business injury, including attorneys' fees and costs, all claims for salary, bonus, vacation pay, and reimbursement for expenses. Employee specifically waives the right to recover in Employee's own lawsuit as well as the right to recover in a suit brought by any other entity on Employee's own behalf. To the extent applicable, the parties agree to waive the requirements of Illinois statute 735 ILCS 5/2 2301.

7. Covenant Not to Sue.

a. A "covenant not to sue" is a legal term which means a promise not to file a lawsuit in court. It is different from the release of claims provided for in Paragraph 6 above. In addition to waiving and releasing the claims provided for in Paragraph 6 above, in consideration for the promises set forth in this Agreement, and to the extent permitted by law, Employee covenants that he will not file, commence, institute, or prosecute any lawsuits, class actions, complaints by himself or collectively in any state or federal court, against Company or any of the Released Parties based on, arising out of, or connected with any of the claims released by Employee under this Agreement.

b. If Employee breaches the covenant contained in Subparagraph 7(a), provision of the benefits under Paragraph 4 above shall cease, and Company shall have no further obligation at any time to provide benefits. In addition, if Employee breaches the covenant contained in Subparagraph 7(a), Employee agrees that he will indemnify Company and any of the Released Parties for all damages, costs and expenses, including, without limitation, legal fees, incurred by Company or any of the Released Parties in defending, participating in, or investigating any matter or proceeding covered by this Paragraph.

c. Notwithstanding this Covenant Not to Sue, Employee retains the right: (i) to participate in any proceeding with an appropriate federal, state, or local government agency or court; (ii) to make truthful statements or disclosures regarding alleged unlawful employment practices; (iii) to make truthful statements and testify truthfully in any government agency or court proceeding; and (iv) to file a charge with an appropriate governmental agency. However, under this Covenant Not to Sue, Employee will no longer have a right to recover any money or benefit from Company for any reason whatsoever, including but not limited to recovering any money or benefit in connection with a charge or claim filed by Employee or any other individual(s), in a class or collective action, or by the Equal Employment Opportunity Commission ("**EEOC**") or any other federal or state agency.

d. Nothing in Paragraph 7 bars Employee from filing suit to enforce this Agreement or the Indemnification Obligations.

8. No Assignment of Claims. Employee represents that Employee has neither assigned or transferred nor purported to assign or transfer, to any person or entity, any Claim or any portion thereof or interest therein.

9. Assistance Upon Request. Employee will provide accurate information or testimony or both in connection with any legal matters as may be reasonably requested by Company or Board, but Employee will not disclose or discuss with anyone who is not directing or assisting in any investigation or case involving the Company or any other member of the PEI Group, other than an attorney representing the Company and another member of the PEI Group, the fact of or the subject matter of any investigation, except as required by law. Company or any other member of the PEI Group requesting assistance from Employee will reasonably accommodate Employee's schedule so that Employee may assist Company or the other member of the PEI Group after Employee's Retirement Date. Company or any other member of the PEI Group requesting assistance from Employee will reimburse Employee for all reasonable expenses incurred in connection with such accommodation. Employee also will provide all business-related information and reasonable assistance to Company and any other member of the PEI Group following Employee's Retirement Date as reasonably requested by Company or Board.

10. Non-Disparagement. Except as provided for in Subparagraph 7(c) above, or the whistleblower protections set forth in Paragraph 11 below, Employee will not disparage, place in a false or negative lightor criticize, or make any false statements that may damage the reputation of, orally or in writing, Companyor any member of the PEI Group, any of the Released Parties, their business practices, products, policies,services, decisions, directors, officers, employees, agents, representatives, advisors or any other entity or person covered by this Agreement. The directors on the Board, the Chief Executive Officer of PEI and theChief Financial Officer of PEI, in each case as of the date of this Agreement, will not disparage, place in afalse or negative light or criticize, or make any false statements that may damage the reputation of, orally or in writing, Employee.

11. Confidential Information, Non-Competition and Cooperation**.** In addition to all of the covenants contained in this Agreement, Employee acknowledges that Employee will be bound by the covenants set forth in the Employment Agreement, the 2019 Restrictive Covenants Agreement and the PEI Consulting Agreement, and, if a court of competent jurisdiction determines that Employee has breached or threatenedto breach a covenant set forth in any of such agreements, the provision of benefits, consulting fees and other consideration under Paragraph 4 above shall cease, and Company shall have no further obligation at any time to pay any consideration under Paragraph 4 and Employee will repay such amounts paid to Employee from the date of the first breach or threatened breach of any covenant set forth in such agreements other than $100. Notwithstanding anything in this Agreement, the Employment Agreement, 2019 Restrictive Covenants Agreement, PEI Consulting Agreement or otherwise, it is understood that Employee has the right under federal law to certain protections for communicating directly with and providing information to the Company and other members of the PEI Group, Employee's supervisor(s), theSecurities and Exchange Commission (the "**SEC**") and/or its Office of the Whistleblower, as well as certain other governmental authorities and self-regulatory organizations. As such, nothing in this Agreement nor otherwise is intended to prohibit Employee from disclosing this Agreement to, or from communicating directly with or providing information to his supervisor(s), the SEC or any other such governmental authority or self-regulatory organization. Employee may communicate directly with or provide information, includingdocuments, not otherwise protected from disclosure by any applicable law or privilege to the SEC or any other such governmental authority or self-regulatory organization without notifying the Company. The Company may not retaliate against Employee for any of these activities, and nothing in this Agreement or otherwise would require Employee to waive any monetary award or other payment that Employee might become entitled to from the Company, the SEC or any other governmental authority. In addition, nothing in this Agreement nor otherwise is intended to prohibit Employee from discussing this Agreement with his attorneys, agents, representatives or advisors as may be reasonably required by Employee from time to time; *provided* that such attorneys, agents, representatives or advisors will be subject to the confidentialityand nondisclosure restrictions set forth in this Paragraph 11.

12. Company Property and Expenses. Employee represents that Employee has done or will do by the Retirement Date the following:

a. Returned all Company property (and any of its affiliated entities' property), including, but not limited to, Confidential Information, keys, office passes, credit cards, computers, computer diskettes, electronic files and documents, however stored, mobile phones, memoranda, manuals, customer and price lists, marketing and sales plans, office equipment, fax machines, mobile telephones, sales records, strategic planning documents, business records and any other materials and information obtained during Employee's employment with Company.

b. Submitted all outstanding expenses and cleared all personal advances and loans. Employee acknowledges that any amounts unaccounted for and due to Company will be deducted from the payments provided for in Paragraph 4.

13. Non-Admissions. Employee and Company acknowledge that nothing in this Agreement is meant to suggest or imply that Company or any other Released Party has violated any law or contract or otherwise

engaged in any wrongdoing of any kind. This Agreement is entered into merely to resolve any differences between the parties amicably and without the necessity or expense of litigation.

14. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the respective successors, heirs, assigns, administrators, executors and legal representatives of the parties and other entities described in this Agreement.

15. Consequences of Breach. The parties acknowledge that actual damages incurred as a result of a breach of this Agreement may be difficult to measure. Therefore, in addition to any other remedies, equitable relief will be available in the case of a breach of this Agreement. Also in addition to any other remedies, in the event of a breach of this Agreement by Employee, including but not limited to Employee's breach of the provisions contained in Paragraphs 10, 11 and 12:

a) Company may elect to suspend or terminate payment of any or all of the consideration in Paragraph 4 of this Agreement except that Employee will receive and may retain at least $100 of such consideration;

b) To the extent any Restricted Stock Units remain outstanding and unvested, Company may require the forfeiture of such Restricted Stock Units and/or repayment of the value of the Restricted Stock Units as of the vesting date of such Restricted Stock Units; and

c) Company may elect to require Employee to repay to Company all but $100 of the payments and benefits received by Employee pursuant to Paragraph 4 of this Agreement.

Employee acknowledges that (i) the actual damages of the Company may be extremely difficult to ascertain with precision in the event of a breach by Employee of this Agreement, (ii) the suspension, termination and repayment of all but $100 of the consideration received by Employee pursuant to Paragraph 4 of this Agreement will represent a reasonable approximation of the actual damages that the Company will incur in the event such a breach by Employee and (iii) the Company's election to suspend, terminate or require repayment of all but $100 of the consideration received by Employee pursuant to Paragraph 4 of this Agreement will be intended as, and will represent, lawful liquidated damages and not an unlawful penalty. Notwithstanding the foregoing, Company shall provide Employee notice and a reasonable opportunity to cure any alleged breach of this Agreement, but the Company will not be required to provide Employee more than ten (10) days to cure any such alleged breach under any circumstance. Unless the Company elects liquidated damages as provided above, nothing in this provision shall prevent either party from seeking other forms of damages caused by a breach.

16. Mutual Representations. Unless expressly stated herein, Employee is unaware of any actions by Company or any of the Released Parties up through and including the Retirement Date that evidence: (i) any inappropriate, discriminatory, unlawful, unethical, or retaliatory conduct of any kind whatsoever against or relating to Employee ("**Inappropriate Conduct**"), or (ii) any failure of Company to reasonably investigate or respond to any complaint that Employee has made about Inappropriate Conduct. In addition, Employee acknowledges that Employee has not suffered any on-the-job injury for which Employee has not already filed a claim. As of the Retirement Date, the Company acknowledges that it is not aware of any claim or potential claim that the Company might have against Employee under any legal, equitable, contract, tort, statutory or other theory (including, but not limited to, with respect to any retention payments, transaction success payments, equity awards, and deferred compensation payments relating to the Employee).

17. Severability. In the event that any condition or provision in any Paragraph of this Agreement shall be held by a court of competent jurisdiction from which there is no appeal to be invalid, illegal or contrary to public policy and incapable of being modified, this Agreement shall be construed as though such provision or condition did not appear therein and the remaining provisions of this Agreement shall continue to full force and effect.

18. Governing Law/Agreed Venue. This Agreement is made and entered into in the State of Illinois and in all respects the rights and obligations of the parties will be interpreted, enforced and governed in accordance with the laws of the State of Illinois without regard to the principles of conflict of laws. Any andall lawsuits, legal actions or proceedings against either party arising out of this Agreement will be brought in the Lake County or federal court of competent jurisdiction sitting nearest to Lake County, Illinois, and each party hereby submits to and accepts the exclusive jurisdiction of such court for the purpose of such suit, legal action or proceeding. Each party hereby irrevocably waives any objection it may now have or hereinafter have to this choice of venue of any suit, legal action or proceedings in any such court and further waives any claim that any suit, legal action or proceeding brought in any such court has been brought in an inappropriate forum.

19. Duty to Cooperate. The parties will cooperate fully to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force to the terms and intent of this Agreement that are not inconsistent with its terms.

20. Section 409A. Employee acknowledges and agrees that, as a "specified employee" (as such termis defined under Section 409A(a)(2)(B)(i) of the Internal Revenue Code of 1986, as amended (the "**Code**")), a portion of the payments and/or benefits that Employee may receive under this Agreement may be subject to additional tax under Section 409A(a)(1)(B) of the Code unless the commencement of such payments and/or benefits will be delayed until the earlier of (x) the date that is six months following the Effective Dateor (y) the date of Employee's death. It is intended, however, that all amounts and benefits provided under this Agreement comply with or be exempt from Section 409A of Code so as not to subject Employee to the payment of any interest and tax penalty which may be imposed thereunder, and this Agreement shall be interpreted, construed, and administered accordingly. In furtherance thereof, the terms of this Agreement, to the extent necessary, shall be modified by mutual agreement of the Parties to be exempt from and so comply with Section 409A of the Code. Each payment under this Agreement as a result of the separation of Employee's service shall be considered a separate payment for purposes of Section 409A of the Code.

21. Entire Agreement. This Agreement, along with the PEI Consulting Agreement, contains the entire agreement between Employee and Company and it fully supersedes any and all prior agreements and understandings between Employee and any of the Released Parties, except for any earlier restrictive covenant, nondisclosure, noncompetition, or confidentiality agreements, or any combination of these items, and for the Indemnification Obligations, all of which are expressly not superseded but instead remain fully valid. Employee acknowledges that no representations, promises, agreements or inducements (whether written or oral) have been made to Employee which are not stated in this Agreement and that Employee'sexecution of this Agreement is not based on any representation, promise, agreement or inducement whichis not contained in this Agreement. This Agreement will not be modified or altered except by a subsequentwritten agreement signed by the parties.

22. Revocation. Employee further understands that for a period of seven (7) days following the execution of this Agreement, Employee may revoke this Agreement by delivering to JD Bowlin, Chief HR Officer, Pactiv Evergreen Inc., 1900 W. Field Court, Lake Forest, IL 60045, a written statement indicating that Employee wishes to revoke this Agreement. Employee and Company understand this Agreement willnot become enforceable or effective until the revocation period has expired without revocation by Employeeand both parties have executed this Agreement. Employee expressly acknowledges and understands thatCompany will not be obligated to take any of the actions described in this Agreement unless and until this Agreement becomes enforceable and effective. In the event Employee exercises Employee's right to revoke this Agreement, all obligations of Company under this Agreement will immediately cease.

23. Legal Advice/Time to Consider Agreement. Employee acknowledges that Employee was advised and encouraged by Company to consult with an attorney before signing this Agreement, Employee represents that Employee has done so and Employee affirms that Employee has carefully read and fully understands this Agreement, has had sufficient time to consider it, has had an opportunity to ask questions and have it explained, and is entering into this Agreement freely and voluntarily, with an understanding that the general release will have the effect of waiving any action or recovery Employee

might pursue for any claims arising on or prior to the date of the execution of this Agreement. This Agreement was given to Employee on April 8, 2021. Employee had until April 30, 2021, a period in excess of 21 days, to consider it. Employee understands that Employee has seven (7) days from the date of signing the Agreement to revoke the Agreement by delivering written notice of revocation to the Company by email, fax, or overnight delivery before the end of such seven-day period.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date or dates set forth below.

John McGrath

EMPLOYEE:

Date: 08 April 2021

EMPLOYER:

Steve Karl

Pactiv LLC

By: Steven Karl, Chief Legal Officer and Corporate Secretary

Date: 08 April 2021

SEPARATION AGREEMENT

Date given to Employee: March 28, 2021
Employment Base: State of Tennessee

This Separation Agreement ("this **Agreement**") is dated March 28, 2021 for reference purposes only and is made and entered into by and between John Rooney ("**Employee**") and Evergreen Packaging LLC, f/k/a Evergreen Packaging Inc. ("**Company**"), effective as of *April 17*, 2021("**Effective Date**"). The Company is an indirect subsidiary of Pactiv Evergreen Inc. ("**PEI**"). PEI and its direct and indirect subsidiaries from time to time are referred to in this Agreement as the "**PEI Group**". The PEI Group are intended third party beneficiaries of the Company under this Agreement with the rights, but not the obligations, of Company as employer. The Board of Directors of PEI (the "**Board**") may elect to exercise certain rights on behalf of the Company or any other member of the PEI Group as provided in this Agreement.

A. The Employee and the Company are parties to an Employment Agreement dated as of February 20, 2017 and as later amended on July 11, 2019 (the "**Employment Agreement**").

B. In consideration of the additional benefits Company will pay Employee as summarized below in Paragraph 4, and the other mutual covenants and agreements contained in this Agreement, Employee and Company agree as follows:

1. Definitions. Capitalized terms used in this Agreement will have the same meaning as used in the Employment Agreement unless otherwise defined herein.

2. Separation Date. In lieu of providing a notice of termination as required under the Employment Agreement, Employee and the Company have agreed that Employee's employment with Company will end on June 30, 2021 (the "**Separation Date**"). Employee will be deemed to have resigned from any and all offices and positions Employee held with Company and the other members of the PEI Group, effective on the Separation Date, including as the President of the Beverage Merchandising division of PEI. Employee acknowledges that any employment relationship between Employee and Company and any other members of the PEI Group will end on the Separation Date, and Employee acknowledges that he will have no future employment relationship with Company or any other member of the PEI Group. In consideration of the compensation and other benefits being granted under this Agreement, Employee waives any and all employment rights that Employee may now have with Company and any other members of the PEI Group and agrees not to seek reinstatement and that Company and any other member of the PEI Group shall have no obligation to employ, reemploy, hire, recall, or reinstate Employee in the future. Notwithstanding the foregoing or anything else in this Agreement to the contrary, the CEO or Board of PEI may elect at any time to: (a) place Employee on a paid leave from his employment with the Company prior to the Separation Date and (b) remove Employee from any or all offices and positions held by Employee within the PEI Group prior to the Separation Date.

3. Benefits Owed. Company acknowledges its obligation to pay or provide the following compensation and benefits in connection with Employee's retirement from employment:

a) Any earned but unpaid Base Salary through the Separation Date;

b) Unpaid business expense reimbursements owed Employee per Company policy; *provided* that Employee must submit requests for business expense reimbursements no later than July 31, 2021; and

c) Any vested benefits the Employee may have under any employee benefit plan of the Company.

4. Additional Benefits Granted. In consideration for Employee entering into this Agreement with the Company and contemporaneously entering into the Restrictive Covenants Agreement with PEI in the form attached to this Agreement as **Attachment 1** ("**PEI Restrictive Covenant Agreement**"), the Company and PEI will grant Employee the following additional benefits:

a) If Employee and his eligible dependents are covered under the Company health care plan on the Separation Date, and Employee properly elects COBRA continuation coverage, Employee may continue those benefits in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) at the active employee contribution rates, on an after-tax basis, for one year following the Separation Date; *provided* that, if such premiums would result in excise tax or other penalties imposed on the Company, a dollar amount equal to such premiums that the Company would have paid under this Subparagraph 4(a) during the applicable payment period will be paid to Employee, instead of such premium, as additional cash payments. Employee will be billed directly for payment of the employee contribution from the My Right Choice Benefits Center at www.MyRightChoiceBenefits.com or 1-844-744-4848. Thereafter, Employee may continue COBRA coverage by paying the full COBRA premium;

b) Employee will be permitted to retain and receive the benefits of the Restricted Stock Units in shares of common stock of PEI that Employee had been granted Employee by PEI in 2020. For the avoidance of doubt, Employee is forfeiting all Restricted Stock Units and Performance Share Unitsin PEI awarded him in 2021;

c) Severance of $87,500 per calendar month for twenty-four (24) months from July 1, 2021 through June 30, 2023 as consideration for Employee accepting, becoming subject to and for complying with the restrictive covenants imposed under the PEI Restrictive Covenant Agreement. Severance,less any required payroll taxes and other withholding, will be paid to Employee on the standard payroll dates for salaried employees of the Company; and

d) Five weeks of vacation for 2021 (less any vacation taken in 2021 prior to the Separation Date) plusand a lump-sum of $96,000 as an additional vacation benefit, as provided under the Company's retiring employee vacation policy. These vacation benefits will be paid in a lump-sum, less any payroll taxes and other withholding, within thirty (30) days of the Separation Date.

Any consideration under this Paragraph 4 is conditioned upon: (i) Employee signing and not revoking this Agreement as provided in Paragraphs 22 and 23, (ii) Employee signing, delivering to the Company and not revoking the reaffirmation of the release in the form **Attachment 2** (the "**Reaffirmation**") on the Separation Date, and (iii) Employee complying with all obligations under this Agreement, the Employment Agreement and the PEI RestrictiveCovenant Agreement.

5. Payments. Employee acknowledges the payments and benefits specified in Paragraphs 3 and 4 are in full and complete satisfaction of all of Company's (and any of its affiliated entities') obligations under any agreement, arrangement, policy, plan, practice, including the Employment Agreement and the PEI Restrictive Covenant Agreement, and otherwise at law, and that this amount paid is in lieu of any claim for salary, bonus (including any claim for an incentive award, including equity awards, for which employee may have been eligible), retention payments, transaction success payments, holiday pay, vacation, vacation pay, severance pay, life insurance, medical coverage, or any claim for payment or benefit not specifically mentioned in this Agreement. Except for any other obligations expressly set forth in this Agreement, Company (and any of its affiliated entities) will make no further payments to Employee, or make any payments or contributions on behalf of Employee, for salary, insurance, pension or any other compensation or benefits. Notwithstanding the foregoing, nothing in this Agreement affects orlimits Company's or any of its affiliates' obligations to Employee under any indemnification agreements, by-laws, directors' and officers' insurance policies, or any similar agreements or policies related to Employee's service as an officer, director or employee of Company or any of its affiliates prior to the Separation Date (collectively, the "**Indemnification Obligations**").

6. General Release. EMPLOYEE HEREBY RELEASES, WAIVES, AND FOREVER DISCHARGES COMPANY AND ANY AND ALL PAST OR PRESENT PREDECESSORS, SUCCESSORS, JOINT VENTURERS, SUBSIDIARIES, PARENTS, AND RELATED OR AFFILIATED ENTITIES OR PERSONS OF THE PEI GROUP, AND ANY AND ALL OF THEIR RESPECTIVE PAST OR PRESENT OFFICERS, DIRECTORS, PARTNERS, AGENTS, ATTORNEYS, AND EMPLOYEES (ALL COLLECTIVELY, THE "**RELEASED PARTIES**"), FROM ANY AND ALL MANNER OF ACTIONS, CAUSES OF ACTIONS, DEMANDS, CLAIMS, AGREEMENTS, PROMISES, DEBTS, LAWSUITS, CONTROVERSIES, COSTS, EXPENSES AND FEES WHATSOEVER, WHETHER ARISING

IN CONTRACT, TORT OR ANY OTHER THEORY OF ACTION, WHETHER ARISING IN LAW OR EQUITY, WHETHER KNOWN OR UNKNOWN, ASSERTED OR UNASSERTED, FROM THE BEGINNING OF TIME UP TO THE DATE OF THIS AGREEMENT (INDIVIDUALLY, "**CLAIM;**" COLLECTIVELY, "**CLAIMS**"), EXCEPT FOR THOSE OBLIGATIONS CREATED BY OR ARISING OUT OF THIS AGREEMENT AND THOSE OBLIGATIONS SPECIFICALLY EXCLUDED UNDER THIS AGREEMENT. EMPLOYEE EXPRESSLY WAIVES THE BENEFIT OF ANY STATUTE OR RULE OF LAW WHICH, IF APPLIED TO THIS AGREEMENT, WOULD OTHERWISE PRECLUDE FROM ITS BINDING EFFECT ANY CLAIM AGAINST ANY RELEASED PARTY NOT NOW KNOWN BY EMPLOYEE TO EXIST. EXCEPT AS NECESSARY FOR EMPLOYEE TO ENFORCE THIS AGREEMENT, THIS AGREEMENT IS INTENDED TO BE A GENERAL RELEASE THAT BARS ALL CLAIMS. IF EMPLOYEE COMMENCES OR CONTINUES ANY CLAIM IN VIOLATION OF THIS AGREEMENT, THE RELEASED PARTY WILL BE ENTITLED TO ASSERT THIS AGREEMENT AS A BAR TO SUCH ACTION OR PROCEEDING. EMPLOYEE IS NOT, HOWEVER, WAIVING ANY RIGHT OR CLAIM THAT FIRST ARISES AFTER THE DATE THIS AGREEMENT IS EXECUTED.

Without in any way limiting the generality of the foregoing, this Agreement constitutes a full release and disclaimer of any and all Claims arising out of or relating in any way to Employee's employment, continued employment, retirement, resignation, or termination of employment with Company (and any of its affiliated entities), whether arising under or out of a statute including, but not limited to, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §1981,the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act of 1990, the Family and Medical Leave Act, the National Labor Relations Act, the Employee Retirement Income Security Act, the Worker Adjustment and Retraining Notification Act, the Americans With Disabilities Act, the Illinois Human Rights Act, the Victims' Economic Security and Safety Act, the Illinois Wage Payment and Collection Act, the Illinois Right to Privacyin the Workplace Act, the Illinois Equal Pay Act of 2003, the Illinois Equal Wage Act, the Illinois Wages for Womenand Minors Act, the Illinois Religious Freedom Restoration Act, the Illinois Minimum Wage Law, the Illinois Whistleblower Act, the Illinois WARN Act, the Tennessee Human Rights Act, the Tennessee Disability Act, and anyother federal, state, county, municipal or local statute, ordinance or regulation, all as may be amended from time to time, any collective bargaining agreement, or common law claims or causes of action in each case relating to alleged discrimination, breach of contract or public policy, wrongful or retaliatory discharge, tortious action, inaction,or interference of any sort, defamation, libel, slander, personal or business injury, including attorneys' fees and costs, all claims for salary, bonus, vacation pay, and reimbursement for expenses. Employee specifically waives the right to recover in Employee's own lawsuit as well as the right to recover in a suit brought by any other entity onEmployee's own behalf. To the extent applicable, the parties agree to waive the requirements of Illinois statute 735ILCS 5/2 2301.

7. Covenant Not to Sue.

a. A "covenant not to sue" is a legal term which means a promise not to file a lawsuit in court. It is different from the release of claims provided for in Paragraph 6 above. In addition to waiving and releasing the claims provided for in Paragraph 6 above, in consideration for the promises set forth in this Agreement, and to the extent permitted by law, Employee covenants that he will not file, commence, institute, or prosecute any lawsuits, class actions, complaints by himself or collectively in any state or federal court, against Company or any of the ReleasedParties based on, arising out of, or connected with any of the claims released by Employee under this Agreement.

b. If Employee breaches the covenant contained in Subparagraph 7(a), provision of the benefits under Paragraph 4 above shall cease, and Company shall have no further obligation at any time to provide benefits. In addition, if Employee breaches the covenant contained in Subparagraph 7(a), Employee agrees that he will indemnify Company and any of the Released Parties for all damages, costs and expenses, including, without limitation, legal fees, incurred by Company or any of the Released Parties in defending, participating in, or investigating any matter or proceeding covered by this Paragraph.

c. Notwithstanding this Covenant Not to Sue, Employee retains the right: (i) to participate in any proceedingwith an appropriate federal, state, or local government agency or court; (ii) to make truthful statements or disclosures regarding alleged unlawful employment practices; (iii) to make truthful statements and testify truthfully in any government agency or court proceeding; and (iv) to file a charge with an appropriate governmental agency. However, under this Covenant Not to Sue, Employee will no longer have a right to recover any money or benefit from Company for any reason whatsoever, including but not limited to recovering any money or benefit in connection

with a charge or claim filed by Employee or any other individual(s), in a class or collective action, or by the EqualEmployment Opportunity Commission ("**EEOC**") or any other federal or state agency.

d. Nothing in Paragraph 7 bars Employee from filing suit to enforce this Agreement or the Indemnification Obligations.

8. No Assignment of Claims. Employee represents that Employee has neither assigned or transferred nor purported to assign or transfer, to any person or entity, any Claim or any portion thereof or interest therein.

9. Assistance Upon Request. Employee will provide accurate information or testimony or both in connectionwith any legal matters as may be reasonably requested by Company or Board, but Employee will not disclose or discuss with anyone who is not directing or assisting in any investigation or case involving the Company or any other member of the PEI Group, other than an attorney representing the Company and another member of the PEIGroup, the fact of or the subject matter of any investigation, except as required by law. Company or any other member of the PEI Group requesting assistance from Employee will reasonably accommodate Employee's schedule so that Employee may assist Company or the other member of the PEI Group after Employee's Separation Date. Company or any other member of the PEI Group requesting assistance from Employee will reimburse Employee for all reasonable expenses incurred in connection with such accommodation. Employee also will provideall business-related information and reasonable assistance to Company and any other member of the PEI Group following Employee's Separation Date as reasonably requested by Company or Board.

10. Non-Disparagement. Except as provided for in Subparagraph 7(c) above, or the whistleblower protectionsset forth in Paragraph 11 below, Employee will not disparage, place in a false or negative light or criticize, or make any false statements that may damage the reputation of, orally or in writing, Company or any member of the PEI Group, any of the Released Parties, their business practices, products, policies, services, decisions, directors, officers, employees, agents, representatives, advisors or any other entity or person covered by this Agreement.

11. Confidential Information, Non-Competition and Cooperation**.** In addition to all of the covenants contained in this Agreement, Employee acknowledges that Employee will be bound by the covenants set forth in the Employment Agreement and the PEI Restrictive Covenant Agreement, and, if a court of competent jurisdiction determines that Employee has breached or threatened to breach a covenant set forth in any of such agreements, the provision of benefits, severance and other consideration under Paragraph 4 above shall cease, and Companyshall have no further obligation at any time to pay any consideration under Paragraph 4 and Employee will repay such amounts paid to Employee from the date of the first breach or threatened breach of any covenant set forth in such agreements other than $100. Notwithstanding anything in this Agreement, the Employment Agreement, the PEI Restrictive Covenant Agreement or otherwise, it is understood that Employee has the right under federal law to certain protections for communicating directly with and providing information to the Company and other membersof the PEI Group, Employee's supervisor(s), the Securities and Exchange Commission (the "**SEC**") and/or its Office of the Whistleblower, as well as certain other governmental authorities and self-regulatory organizations. As such, nothing in this Agreement nor otherwise is intended to prohibit Employee from disclosing this Agreement to, or fromcommunicating directly with or providing information to his supervisor(s), the SEC or any other such governmental authority or self-regulatory organization. Employee may communicate directly with or provide information, including documents, not otherwise protected from disclosure by any applicable law or privilege to the SEC or any other such governmental authority or self-regulatory organization without notifying the Company. The Company may not retaliate against Employee for any of these activities, and nothing in this Agreement or otherwise would require Employee to waive any monetary award or other payment that Employee might become entitled to from the Company, the SEC or any other governmental authority.

12. Company Property and Expenses. Employee represents that Employee has done or will do by the Separation Date the following (except as the Company may agree otherwise):

a. Returned all Company property (and any of its affiliated entities' property), including, but not limited to, Confidential Information, keys, office passes, credit cards, computers, computer diskettes, electronic files and documents, however stored, mobile phones, memoranda, manuals, customer and price lists, marketing and sales plans, office equipment, fax machines, mobile telephones,

sales records, strategic planning documents, business records and any other materials andinformation obtained during Employee's employment with Company.

b. Submitted all outstanding expenses and cleared all personal advances and loans. Employee acknowledges that any amounts unaccounted for and due to Company will be deducted from the payments provided for in Paragraph 4.

13. Non-Admissions. Employee and Company acknowledge that nothing in this Agreement is meant to suggest or imply that Company or any other Released Party has violated any law or contract or otherwise engaged in any wrongdoing of any kind. This Agreement is entered into merely to resolve any differences between the parties amicably and without the necessity or expense of litigation.

14. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the respective successors, heirs, assigns, administrators, executors and legal representatives of the parties and other entities described in this Agreement.

15. Consequences of Breach. The parties acknowledge that actual damages incurred as a result of a breach of this Agreement may be difficult to measure. Therefore, in addition to any other remedies, equitable relief will be available in the case of a breach of this Agreement. Also in addition to any other remedies, in the event of a breach of this Agreement by Employee, including but not limited to Employee's breach of the provisions contained in Paragraphs 10, 11 and 12:

a) Company may elect to suspend or terminate payment of any or all of the consideration in Paragraph 4 of this Agreement except that Employee will receive and may retain at least $100 of such consideration;

b) To the extent any Restricted Stock Units remain outstanding and unvested, Company may require the forfeiture of such Restricted Stock Units and/or repayment of the value of the Restricted Stock Units as of the vesting date of such Restricted Stock Units; and

c) Company may elect to require Employee to repay to Company all but $100 of the payments and benefits received by Employee pursuant to Paragraph 4 of this Agreement.

Employee acknowledges that (i) the actual damages of the Company may be extremely difficult to ascertain with precision in the event of a breach by Employee of this Agreement, (ii) the suspension, termination and repayment of all but $100 of the consideration received by Employee pursuant to Paragraph 4 of this Agreement will represent a reasonable approximation of the actual damages that the Company will incur in the event such a breach by Employee and (iii) the Company's election to suspend, terminate or require repayment of all but $100 of the consideration received by Employee pursuant to Paragraph 4 of this Agreement will be intended as, and will represent, lawful liquidated damages and not an unlawful penalty. Notwithstanding the foregoing, Company shall provide Employee notice and a reasonable opportunity to cure any alleged breach of this Agreement, but the Company will not be required to provide Employee more than ten (10) days to cure a breach under any circumstance. Unless the Company elects liquidated damages as provided above, nothing in this provision shall prevent either party from seeking other forms of damages caused by a breach.

16. Employee Representations. Unless expressly stated herein, Employee is unaware of any actions by Company or any of the Released Parties up through and including the Separation Date that evidences: (i) any inappropriate, discriminatory, unlawful, unethical, or retaliatory conduct of any kind whatsoever against or relating to Employee ("**Inappropriate Conduct**"), or (ii) any failure of Company to reasonably investigate or respond to any complaint that Employee has made about Inappropriate Conduct. In addition, Employee acknowledges that Employee has not suffered any on-the-job injury for which Employee has not already filed a claim. The Company may require Employee to update these representations on the Separation Date.

17. Severability. In the event that any condition or provision in any Paragraph of this Agreement shall be held by a court of competent jurisdiction from which there is no appeal to be invalid, illegal or contrary to public policy and incapable of being modified, this Agreement shall be construed as though such provision or condition did not appear therein and the remaining provisions of this Agreement shall continue to full force and effect.

18. Governing Law/Agreed Venue. This Agreement is made and entered into in the State of Illinois and in all respects the rights and obligations of the parties will be interpreted, enforced and governed in accordance with thelaws of the State of Illinois without regard to the principles of conflict of laws. Any and all lawsuits, legal actions or proceedings against either party arising out of this Agreement will be brought in the Lake County or federal court ofcompetent jurisdiction sitting nearest to Lake County, Illinois, and each party hereby submits to and accepts the exclusive jurisdiction of such court for the purpose of such suit, legal action or proceeding. Each party hereby irrevocably waives any objection it may now have or hereinafter have to this choice of venue of any suit, legal actionor proceedings in any such court and further waives any claim that any suit, legal action or proceeding brought in any such court has been brought in an inappropriate forum.

19. Duty to Cooperate. The parties will cooperate fully to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force to the terms and intent of this Agreement that are not inconsistent with its terms.

20. Section 409A. Employee acknowledges and agrees that, as a "specified employee" (as such term is defined under Section 409A(a)(2)(B)(i) of the Internal Revenue Code of 1986, as amended (the "Code")), a portionof the payments and/or benefits that Employee may receive under this Agreement may be subject to additional taxunder Section 409A(a)(1)(B) of the Code unless the commencement of such payments and/or benefits will be delayed until the earlier of (x) the date that is six months following the Effective Date or (y) the date of Employee'sdeath. It is intended that all amounts and benefits provided under this Agreement comply with or be exempt from Section 409A of Code, and this Agreement shall be interpreted, construed, and administered accordingly. Each payment under this Agreement as a result of the separation of Employee's service shall be considered a separateinstallment payment for purposes of Section 409A of the Code.

21. Entire Agreement. This Agreement, along with the Employment Agreement and the PEI Restrictive Covenant Agreement, contains the entire agreement between Employee and Company and it fully supersedes anyand all prior agreements and understandings between Employee and any of the Released Parties, except for any earlier restrictive covenant, nondisclosure, noncompetition, or confidentiality agreements, or any combination of these items, and for the Indemnification Obligations, all of which are expressly not superseded but instead remain fully valid. Employee acknowledges that no representations, promises, agreements or inducements (whether writtenor oral) have been made to Employee which are not stated in this Agreement and that Employee's execution of thisAgreement is not based on any representation, promise, agreement or inducement which is not contained in this Agreement. This Agreement will not be modified or altered except by a subsequent written agreement signed by the parties.

22. Revocation. Employee further understands that for a period of seven (7) days following the execution of this Agreement, Employee may revoke this Agreement by delivering to JD Bowlin, Chief HR Officer, Pactiv Evergreen Inc. and Evergreen Packaging LLC, 1900 West Field Court, Lake Forest, IL 60045, a written statementindicating that Employee wishes to revoke this Agreement. Employee and Company understand this Agreement will not become enforceable or effective until the revocation period has expired without revocation by Employee and both parties have executed this Agreement. Employee expressly acknowledges and understands that Company will not be obligated to take any of the actions described in this Agreement unless and until this Agreementbecomes enforceable and effective. In the event Employee exercises Employee's right to revoke this Agreement, all obligations of Company under this Agreement will immediately cease. If Employee revokes his acceptance of this Agreement, delivery of this Agreement to Employee will serve as the Company's notice of termination without cause to Employee under the Employment agreement.

23. Legal Advice/Time to Consider Agreement. Employee acknowledges that Employee was advised and encouraged by Company to consult with an attorney before signing this Agreement, Employee represents that Employee has done so and Employee affirms that Employee has carefully read and fully understands this Agreement, has had sufficient time to consider it, has had an opportunity to ask questions and have it explained, and is entering into this Agreement freely and voluntarily, with an understanding that the general release will have the effect of waiving any action or recovery Employee might pursue for any claims arising on or prior to the date of the execution of this Agreement. This Agreement was given to Employee on March 28, 2021. Employee had until April 21, 2021, a period in excess of 21 days, to consider it. Employee understandsthat Employee has seven (7) days from the date of signing the Agreement to revoke the Agreement by

delivering written notice of revocation to the Company by email, fax, or overnight delivery before the end ofsuch seven-day period. If Employee declines to accept this Agreement, delivery of this Agreement to Employee will serve as the Company's notice of termination without cause to Employee under the Employment agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date or dates set forth below.

EMPLOYEE:

/s/ John Rooney
John Rooney

Date: *April 9, 2021*

EMPLOYER:

Evergreen Packaging LLC

By: */s/ Justin Bowlin*JD Bowlin, Chief Human Resources Officer

Date: *April 17, 2021*

Attachment 1
PEI Restrictive Covenant Agreement

PEI Restrictive Covenant Agreement (this "**Agreement**") dated March 28, 2021 (the "**Effective Date**"), between Pactiv Evergreen Inc. (the "**Company**") and John Rooney ("**Employee**"). The Company and its direct and indirectsubsidiaries, as they may exist from time to time, are referred to in this Agreement at times as the "**PEI Group**". The PEI Group are intended third party beneficiaries of the Company under this Agreement with the rights, but notthe obligations, of the Company. The Board of Directors of the Company (the "**Board**") may elect to exercise certainrights on behalf of the Company or any other member of the PEI Group as provided in this Agreement.

Preliminary Statement

A. Employee and Evergreen Packaging LLC, f/k/a Evergreen Packaging Inc. (a member of the PEI Group), are parties to an Employment Agreement dated as of February 20, 2017 and as later amended on July 11, 2019 (the "**Employment Agreement**"). Employee is also a director, officer, employee or other representative of the Company or one or more other members of the PEI Group. The total period during which Employee serves asa director, officer, employee or other representative of the Company and other members of the PEI Group is referredto as the "**Service Period**". The Service Period will end for purposes of this Agreement when Employee is no longer a director, officer, employee or other representative of any member of the PEI Group.

B. Employee is entering into this Agreement with the Company in exchange for, and as a condition precedent to being entitled to receive, the additional consideration set forth in Paragraph 4 of the Separation Agreement between Evergreen Packaging LLC and Employee dated March 28, 2021 for reference purposes and effective as of the dateprovided therein (the "**Separation Agreement**").

NOW, THEREFORE, the Company and Employee agree as follows:

1. **Definitions.** As used in this Agreement:

(a) "**Company Product**" means any product developed, manufactured, produced or distributed by theCompany or any other member of the PEI Group during the Service Period. For purpose of complying with, and enforcing, the restrictive covenants in Subsections 4(a) through 4(d) during the 12-month period after the Service Period has ended, however, such a product shall only constitute a Company Product for purposes of this Agreement if, as a result of Employee's employment with, or Employee's service to, or representation of, the Company or anyother member of the PEI Group, Employee had access to Proprietary Information related to the product or Employeedesigned, marketed, advised on or interacted with Customers, Prospective Customers or industry representativesregarding the product during the last 24-month period of the Service Period.

(b) "**Competitive Activity**" means the marketing, distribution, promotion, sales, development, delivery, financing or servicing of any Company Product. For the avoidance of doubt, "**Competitive Activity**" includes anyactions which may result in any entity becoming a Competitor Company, including any preparation, financing or other actions in which an entity may enter into the business of marketing, distributing, promoting, selling,developing, delivering, financing or servicing any Company Product.

(c) "**Competitor Company**" means (i) those entities listed on Schedule 1 plus (ii) such other entities that the Company reasonably determines are or may reasonably become engaged in a Competitive Activity, minus
(iii) such entities that the Company reasonably determines are no longer engaged in a Competitive Activity.

(d) "**Customer**" means any business, including without limitation customers or distributors, with whom the Company or any other member of the PEI Group transacted business during the Service Period. For purpose of complying with, and enforcing, the restrictive covenants in Subsections 4(a) through 4(d) during the 12-month period after the Service Period has ended, however, such a person or entity shall only constitute a Customer for purposes of this Agreement if, as a result of Employee's employment with, or Employee's service to, or representation of, the Company or any other member of the PEI Group, Employee had Material Contact with, or knew Proprietary Information of or about, or advised on, the Customer during the last 24-month period of the ServicePeriod.

(e) "**Material Contact**" means any contract between Employee and any Customer or Prospective Customer:

(1) with whom or with which Employee dealt on behalf of the Company or any other member of the PEI Group;

(2) whose dealings with the Company or any other member of the PEI Group were coordinated or supervised by Employee;

(3) who receives products or services sold or provided by the Company or any other member of the PEI Group, the sale or provision of which results or resulted in compensation, commissions, or earnings for Employee ; or

(4) that resulted in Employee obtaining Proprietary Information about a Customer or Prospective Customer.

(f) "**Proprietary Information**" means confidential or proprietary information or trade secrets of the Company or any other member of the PEI Group, or of any customer, supplier or other person who entrust their confidential or proprietary information or trade secreted to the Company or any other member of the PEI Group (each being a "**Protected Party**"), including, but not limited to, materials and information, whether written, electronic, or otherwise: (1) disclosed to Employee or known by Employee as a result of his or her employment with, or provision of other service to, or representation of, the Company and any other member of the PEI Group,
(2) which is not generally known, and (3) which relates to or concerns the Protected Party's: innovations; ideas; plans; processes; structures; systems; know-how; algorithms; computer programs; software; code; publications; designs; methods; techniques; drawings; apparatuses; government filings; patents; patent applications; materials; devices; research activities; reports and plans; specifications; promotional methods; financial information; forecasts; sales, profit and loss figures; personal identifying information of employees; marketing and sales methods and strategies; plans and systems; customer protocols and training programs; customer, prospective customer, vendor, licensee and client lists; information about customers, prospective customers, vendors, licensees and clients; information about relationships between Protected Party or its affiliates and their business partners, acquisition prospects, vendors, suppliers, prospective customers, customers, employees, owners, licensees and clients; information about deals and prospective deals; information about products, including but not limited strengths, weaknesses and vulnerabilities of existing products, as well as product strategies and roadmaps for future products and releases; and information about pricing including but not limited to license types, models, implementation costs, discounts and tolerance for discounts. Proprietary Information shall also include all information and matters specifically designated as proprietary and/or confidential by the Protected Party or its affiliates or their customers or other business partners. The following information will not be considered Proprietary Information under this Agreement: (1) information that has become generally available to the public through no wrongful act of Employee;
(2) information that Employee identified prior to Employee's employment with the Company; and (3) information that is disclosed to the public pursuant to the binding order of a government agency or court.

(g) "**Prospective Customer**" means any prospective business, including without limitation prospective customers and prospective distributors, with whom the Company or any other member of the PEI Group was attempting to transact business during the Service Period. For purpose of complying with, and enforcing, the restrictive covenants in Subsections 4(a) through 4(d) during the 12-month period after the Service Period has ended, however, such a person or entity shall only constitute a Prospective Customer for purposes of this Agreement if, as a result of Employee's employment with, or provision of service to, or representation of, the Company and any other members of the PEI Group, Employee had Material Contact with, or knew Proprietary Information of or about, or advised on, the Prospective Customer during the last 24 months of the Service Period.

2. **Legitimate Interest.** Due to the nature of the business of the Company and other members of the PEI Group, certain of the directors, officers, employees and other representatives of the Company and other members of the PEI Group, including Employee, have access to Proprietary Information. Likewise, via their employment or provision of services to, or other representation of, the Company and other members of the PEI Group, certain of the directors, officers, employees and other representatives of the Company and other members of the PEI Group,including Employee, receive specialized training and/or shall be introduced to, given the opportunity to develop

personal contacts with, and actually develop an advantageous familiarity as to the Customers and Prospective Customers. If the confidential or "trade secret" information, specialized training, or contacts and familiarity were made available to the competitors of the Company or other members of the PEI Group or other individuals outsideof the directors, officers, employees and other representatives of the Company and other members of the PEI Group, or otherwise used against the interests of the Company or other members of the PEI Group, it would undoubtedly result in a loss of business or competitive position for the Company and other members of the PEI Group or harm the goodwill of the Company or other members of the PEI Group and their investment in developingand maintaining these business relationships. Employee also agrees that Employee holds a position uniquely essential to the management, organization, and/or service of the Company or one or more other members of the PEI Group and the business of the PEI Group is inherently global in character.

3. Work Made for Hire – Assignment of Inventions.

(a) Employee understands and agrees all "**Work**" (defined to mean all concepts, data, databases, inventions, formulas, discoveries, improvements, trade secrets, original works of authorship, know-how, algorithms, computer programs, software, code, publications, websites, designs, proposals, strategies, processes, methodologies and techniques, and any and all other information, materials and intellectual property, in any medium) that Employee, alone or jointly, creates, conceives, develops, or reduces to practice or causes another tocreate, conceive, develop, or reduce to practice, during the Service Period shall be a "work made for hire" within the meaning of that term under United States Copyright Act, 17 U.S.C. §§101 et seq. Employee agrees that Employee shall promptly disclose to the Company, or any persons designated by it, all Work. Employee agrees toand hereby assigns and transfers to the Company, effective as of the date of its creation, any and all rights, title and interest Employee may have or may acquire in any Work (including any Work not deemed, for whatever reason, to have been created as a work made for hire), effective as of the date of its creation, including any and all intellectual property rights in the Work, and the right to prosecute and recover damages for all infringements or other violations of the Work.

(b) Employee hereby gives the Company or any other member of the PEI Group the unrestricted right to use, display, distribute, modify, combine with other information or materials, create derivative works based on, sell, or otherwise exploit for any purpose, the Work and any portion thereof, in any manner and medium throughoutthe world. Employee irrevocably waives and assigns to the Company any and all so-called moral rights Employee may have in or with respect to any Work. Upon the Company's request, Employee shall promptly execute and deliver to the Company any and all further assignments, patent applications, or such other documents as the Company may deem necessary to effectuate the purposes of this Agreement. Employee hereby irrevocably designates and appoints the Company and its officers and agents as Employee's agent and attorney-in-fact, with full powers of substitution, to act for and on Employee's behalf to execute, verify and file any such documents andto do all other lawfully permitted acts as permitted in the preceding paragraph with the same legal effect as if executed by Employee. The foregoing agency and power shall only be used by the Company if Employee fails to execute within five business days after the Company's request related to any document or instrument described above. Employee hereby waives and quitclaims to the Company all claims of any nature which Employee now hasor may later obtain for infringement of any intellectual property rights assigned under this Agreement or otherwise to the Company.

(c) Employee has identified on Schedule 2 all inventions or improvements relevant to the subject matter of Employee's engagement with the Company or any other member of the PEI Group that Employee desiresto remove from the operation of this Agreement, and Employee's restrictions. If there is no such list on Schedule 2, Employee represents that Employee has made no such inventions and improvements at the time of signing this Agreement.

(d) The provisions of this Agreement requiring the assignment to the Company of Employee's rights to certain inventions do not apply to an invention for which no equipment, supplies, facility, or trade secret information of the Company or any other member of the PEI Group was used and which was developed entirely onthe Employee's own time, unless (1) the invention relates directly to the business of the Company or any other member of the PEI Group, or (2) to the actual or demonstrably anticipated research or development of the Companyor other members of the PEI Group, or (3) the invention results from any work performed by the Employee for the Company or other members of the PEI Group.

4. Restrictive Covenants.

(a) Non-Solicitation of Customers. Employee agrees that, during the Service Period and for a period of 24 months following the final date of the Service Period, Employee shall not, on behalf of any entity or person other than the Company or any other member of the PEI Group, directly or indirectly, contact or solicit any Customer, for the purpose of delivering, selling, or otherwise offering a product that is the same or similar to that ofa Company Product.

(b) Non-Solicitation of Prospective Customers. Employee agrees that, during the Service Period and for a period of 24 months following the final date of the Service Period, Employee shall not, on behalf of any entityor person other than the Company or any other member of the PEI Group, directly or indirectly, contact or solicit any Prospective Customer, for the purpose of delivering, selling, or otherwise offering a product that is the same orsimilar to that of a Company Product.

(c) Non-Competition. Employee agrees that, during the Service Period and for a period of 24 monthsfollowing the final date of the Service Period, Employee shall not, directly or indirectly, (1) provide services to any Competitor Company as an employee, officer, director, Employee, advisor, contractor, agent or other role, whether or not for consideration, or (2) anywhere in North America (United States, Mexico or Canada) or in any other countryin which a member of the PEI Group manufactures, distributes or sells Company Products: (i) act in any capacity, including, without limitation, as an employee, officer, director, Employee, advisor, contractor, agent or other role, whether or not for consideration, for any person or entity that is engaged in a Competitive Activity, or is actively planning to engage in a Competitive Activity with the Company or any other member of the PEI Group, to the extentEmployee would inevitably rely upon the Proprietary Information in his work for that person or entity; (ii) act in the same or substantially similar capacity that Employee acted in for the Company or any other member of the PEI Group, including, without limitation, as an employee, officer, director, Employee, advisor, contractor, agent or otherrole, whether or not for consideration, for any person or entity that is engaged in a Competitive Activity, or is activelyplanning to engage in a Competitive Activity with the Company or any other member of the PEI Group; (iii) act in any capacity, including, without limitation, as an employee, officer, director, Employee, advisor, contractor, agent or other role, whether or not for consideration, for any person or entity that is engaged in any activity that could, inthe reasonable determination of the Company or Board, result in such person or entity to become engaged in a Competitive Activity or to acquire, finance or otherwise engage in a transaction with person or entity that may be engaged in a Competitive Activity; (iv) act in any capacity, including, without limitation, as an employee, officer, director, Employee, advisor, contractor, agent or other role, whether or not for consideration, for any person or entity engaged in the practice of venture capital, hedge fund, private equity, special purpose acquisition company or similar person or entity to the extent such person or entity is engaged in, or through a transaction would reasonably engage in, a Competitive Activity; (v) finance, invest in or otherwise take any ownership stake in any entity engaged in the activities set forth in this Subsection; *provided*, *however*, that minority ownership of no more than 5% of the outstanding shares of a publicly-traded company that may be engaged in a Competitive Activity shall not violate this clause as long as Employee is in compliance with the other provisions of this Subsection or (vi) take, facilitate, or encourage any action the purpose or effect of which is to evade the intent of this Subsection. Notwithstanding the global nature of the business of the PEI Group, the extent to which Employee has been (or willbe) exposed to the Company's Proprietary Information, and the ability of Employee to carry out Employee's work remotely, regardless of physical location, Employee acknowledges the geographic scope of the restriction in this Subsection is reasonable and appropriate.

(d) Noninterference. Employee agrees that, during the Service Period and for a period of 24 months following the final date of the Service Period, Employee shall not, on behalf of any entity or person other than the Company or any other member of the PEI Group, directly or indirectly, interfere, or aid or induce any other person or entity in interfering, with the relationship between the Company or any member of the PEI Group and any of their respective Customers, Prospective Customers, suppliers, vendors, joint venturers or licensors or any other third- party with a relationship with the Company or any member of the PEI Group.

(e) Non-Solicitation of Employees. Employee agrees that, during the Service Period and for a period of24 months following the final date of the Service Period, Employee shall not, directly or indirectly: (1) induce or attempt to induce any director, officer, employee or other representative of the Company or any other member of the PEI Group or of any of their respective affiliates with whom Employee had a working relationship during the Service Period to terminate his or her employment with, service to, or representation of, the Company or any other

member of the PEI Group; (2) hire or employ, or attempt to hire or employ, any director, officer, employee or other representative of the Company or of any other member of the PEI Group or of any of their respective affiliates with whom Employee had a working relationship during the Service Period; or (iii) assist any other person or entity in doing any of the foregoing. For purpose of compliance with, and enforcement of, the restrictive covenants in this Subsection during the 12-month period after the Service Period has ended, however, this Subsection will only apply to directors, officers, employees and other representatives of the Company and other members of the PEI Group with whom Employee interacted during the last 24-month period of the Service Period

(f) Confidentiality Covenant. During the Service Period and at all times following the final date of the Service Period:

(1) Employee will not disclose or transfer, directly or indirectly, any Proprietary Information to any person or entity other than as expressly authorized by the Company. Employee understands and agrees that disclosures authorized by the Company or the Board for the benefit of the Company or any other member of the PEI Group must be made in accordance with the policies and practices of the Company and Board designed to maintain the confidentiality of Proprietary Information, for example providing information after obtaining signed non-disclosure or confidentiality agreements;

(2) Employee will not use, directly or indirectly, any Proprietary Information for the benefit or profit of any person or organization, including Employee, other than the Company or any other member of the PEI Group;

(3) Employee will not remove or transfer from any of the Company's offices, premises or computer systems any materials or property of the Company or any other member of the PEI Group (including, without limitation, materials and property containing Proprietary Information), except as is strictly necessary in the performance of Employee's assigned duties as an Employee;

(4) Employee will not copy any Proprietary Information except as needed in furtherance of and for use in the business of the Company or any other member of the PEI Group. Employee agrees that copies of Proprietary Information must be treated with the same degree of confidentiality as the original information and are subject to the same restrictions contained in this Agreement;

(5) Employee will promptly upon the Company's or Board's request, and in any event promptly upon the termination of Employee's services with the Company, return all materials and property removed from or belonging to the Company or any other member of the PEI Group and Employee will not retain copies of any of such materials and property;

(6) Employee agrees to take all reasonable steps to preserve the confidential and proprietary nature of Proprietary Information and to prevent the inadvertent or accidental disclosure of Proprietary Information; and

(7) Employee will not use or rely on the confidential or proprietary information or trade secrets of a third party in the performance of Employee's work for the Company or any other member of the PEI Group except when obtained through lawful means such as contractual teaming agreements, purchase of copyrights, or other written permission for use of such information.

(g) Scope of Covenants. The parties desire for the restrictive covenants, including any time period and geographic scope, to be construed as broadly as permitted by applicable law. It is the parties' intent, and a critical inducement to the Company entering into this Agreement, to protect and preserve the legitimate interests of the Company or any other member of the PEI Group, and thus the parties agree that the time period and the geographic coverage and scope of the restrictions herein are reasonable and necessary. However, if a court of competent jurisdiction finds that the time period of any of the foregoing restrictions is too lengthy, the geographic scope is too broad, or the agreement overreaches in any way, the parties authorize and respectfully ask the court to modify or,

if modification is not possible, strike the offending portion, but only that portion, and grant the relief reasonably necessary to protect the interests of the Company or any other member of the PEI Group so as to achieve the original intent of the parties.

(h) Remedies. Employee agrees that a threatened or existing violation of any of the restrictions contained in this Agreement or any other breach of this Agreement would cause the Company irreparable injury toone or more of the Company or any other member of the PEI Group for which such person(s) would have any adequate remedy at law and agrees that the Company or any other member of the PEI Group will be entitled to obtain injunctive relief prohibiting such violation, including, without limitation, in the form of a temporary restrainingorder or preliminary injunction. In addition, if the Employee violates any restrictions in the Agreement or otherwise breaches any obligation of Employee under this Agreement, the Company or other members of the PEI Group mayexercise all other rights and remedies available to the Company and other members of the PEI Group under the Separation Agreement and otherwise available at law or in equity. Employee also agrees that Employee will be liable to the Company or any other member of the PEI Group for the attorneys' fees, expert witness fees, and costsincurred by such person as a result of: (1) any action by the Company or other members of the PEI Group againstEmployee to enforce any of the restrictions contained in this Agreement in which the Company or any other memberof the PEI Group prevails in any respect, or (2) any action by Employee against the Company or any other memberof the PEI Group challenging the legal enforceability of any such restriction in which Employee does not prevail. Employee's obligations under each subsection of this Section of this Agreement are distinct, separable, and independently enforceable. The real or perceived existence of any claim or cause of action against the Company or any other member of the PEI Group, whether predicated on this Agreement or some other basis, will not alleviateEmployee of Employee's obligations under this Agreement and will not constitute a defense to the enforcement bythe Company or other members of the PEI Group of restrictions contained herein.

(i) Tolling of Time Periods. Employee agrees that, in the event Employee violates any subsection of Section 4 of this Agreement as to which there is a specific time period during which Employee is prohibited from certain actions and activities, such violation shall toll the running of such time period from the date of such violationuntil the date the violation ceases.

(j) Inevitable Use of Proprietary Information. Employee acknowledges and agrees that, following theend of the Service Period, Employee will possess the Proprietary Information which Employee would inevitably useif Employee were to engage in the conduct prohibited by Section 4 (including each of its subsections), that suchuse would be unfair and extremely detrimental to the Company or any other member of the PEI Group and, in viewof the benefits provided to Employee in this Agreement, that such conduct on his or her part would be inequitable.Accordingly, Employee separately and severally agrees for the benefit of the Company and the other members of the PEI Group to be bound by each of the covenants described above.

5. Reasonable Restrictions. Employee acknowledges that it is necessary and appropriate for the Companyor any other member of the PEI Group to protect their legitimate business interests by restricting Employee's abilityto engage in certain competitive activities and any violation of such restrictions would result in irreparable injury tothe legitimate business interests of the Company or any other member of the PEI Group. The parties agree that therestrictions contained in this Agreement are drafted narrowly to safeguard the legitimate business interests of the Company or any other member of the PEI Group while not unreasonably interfering with Employee's ability to obtainother employment.

6. Obligations to Inform Others of Restrictions.

(a) In order to protect the rights of the Company or any other member of the PEI Group under thisAgreement, Employee agrees that:

(1) During and for a period of 24 months following the last day of the Service Period, Employeeshall provide the Company and Board with complete and accurate information concerningEmployee's plans for employment or provision of other services (including, for the avoidance of doubt, consulting services) and shall inform any prospective or subsequent employer or entity of the restrictions contained in this Agreement or any other policy or agreement between Employee and the Company and any other member of the PEI Groupthat may be in effect during the Service Period. Employee understands that Employee has

a duty to contact the Company and Board if Employee has any questions regardingwhether or not conduct by Employee would be restricted by this Agreement; and

(2) Employee shall make the terms and conditions of the restrictions in this Agreement known to any business, entity or persons engaged in activities competitive with the business of the Company or any other member of the PEI Group with which Employee becomes associated during Employee's provision of services to the Company, during the Service Period and for a period of 24 months following the final day of the Service Period.

(b) The Company or Board may, in its sole and absolute discretion, permit Employee to engage in work or activity that would otherwise be restricted by this Agreement, if Employee first provides the Company and Board with written evidence satisfactory to the Company and Board, including assurances from any new employer or entity, that the contribution of Employee's knowledge to that work or activity will not cause Employee to disclose, base judgment upon, or use Proprietary Information. Employee shall not engage in such work or activity unless anduntil Employee receives written consent from the Company and Board.

7. **Assignment of Agreement.** The Company may assign this Agreement, its rights, interests and remediesunder this Agreement, and its obligations under this Agreement, at any time in the discretion of the Company and without notice to Employee. The validity of this Agreement will not be affected by the sale (whether via a stock or asset sale), merger, or any other change in ownership of the Company. Employee understands that Employee's obligations under this Agreement are personal, and that Employee may not assign this Agreement, or any of Employee's rights, interests, or obligations under this Agreement.

8. **Non-Waiver.** No failure or delay by any party to this Agreement in exercising any right, power or privilegehereunder, will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided herein will be cumulative and in addition to any rights or remedies provided by law or equity.

9. **Governing Law; Agreed Venue.** This Agreement is made and entered into in the State of Illinois and in allrespects the rights and obligations of the parties will be interpreted, enforced and governed in accordance with thelaws of the State of Illinois without regard to the principles of conflict of laws. Any and all lawsuits, legal actions or proceedings against either party arising out of this Agreement will be brought in the Lake County or federal court of competent jurisdiction sitting nearest to Lake County, Illinois, and each party hereby submits to and accepts the exclusive jurisdiction of such court for the purpose of such suit, legal action or proceeding. Each party hereby irrevocably waives any objection it may now have or hereinafter have to this choice of venue of any suit, legal actionor proceedings in any such court and further waives any claim that any suit, legal action or proceeding brought in any such court has been brought in an inappropriate forum.

10. **Consent to Jurisdiction.** The parties expressly consent to the exclusive jurisdiction of the state or federalcourts of Illinois to resolve any and all disputes arising under the restrictions contained in Section 4 of this Agreement and hereby waive any right that they might have to object to jurisdiction or venue within such court or any defense based on the doctrine of forum non conveniens.

11. **Entire Agreement**. This Agreement represent the entire agreement and understanding between Employeeand the Company with respect to the subject matters contained in this Agreement and supersedes any and all priordiscussions, communications and agreements with respect to those subject matters; *provided, however,* that (i) this Agreement will supplement, and will not supersede, any written agreements between the Employee and the Company or other members of the PEI Group on the same subject matters entered into prior to the Effective Date(a "**Prior Agreement**") and (ii) where the terms of this Agreement and the terms of a Prior Agreement conflict, thisAgreement shall control. No representation, promise, understanding, or warranty not set forth herein has been made or relied upon by either party in making this Agreement. No modification, amendment or addition will be valid,unless set forth in writing and signed by the party against whom enforcement of any such modification, amendmentor addition is sought.

12. **Counterparts & Signatures.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Facsimile, electronic (PDF, etc.) and other copies or duplicates of this Agreement are valid and enforceable as originals.

Similarly, Agreements signed by hand, electronically (DocuSign or similar service), or, on behalf of the Company,by signature stamp, are valid and enforceable as original signatures.

13. **Notice of Immunity.** Employee understands that nothing in this Agreement is intended to prohibit Employee from disclosing information, including Proprietary Information, which is permitted to be disclosed by the Federal Defend Trade Secrets Act, which provides that an individual may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret (a) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violationof law or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, Employee understands that if Employee files a lawsuit against the Company for retaliation basedon the reporting of a suspected violation of law, Employee may disclose a trade secret to Employee's attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the trade secret is not disclosed except pursuant to court order. To the extent Employee suspects a violation of the law, Employee should report their suspicion to an officer of the Company or in accordancewith relevant the Company policies.

14. **Whistleblower Protection**. Notwithstanding anything in this Agreement or otherwise, it is understood thatEmployee has the right under federal law to certain protections for communicating directly with and providing information to the Company, Employee's supervisor(s), the Securities and Exchange Commission (the "**SEC**") and/or its Office of the Whistleblower, as well as certain other governmental authorities and self-regulatory organizations. As such, nothing in this Agreement nor otherwise is intended to prohibit Employee from disclosing this Agreement to, or from communicating directly with or providing information to Employee's supervisor(s), the SEC or any other such governmental authority or self-regulatory organization. Employee may communicate directlywith or provide information, including documents, not otherwise protected from disclosure by any applicable law orprivilege to the SEC or any other such governmental authority or self-regulatory organization without notifying the Company. The Company may not retaliate against Employee for any of these activities, and nothing in this Agreement or otherwise would require Employee to waive any monetary award or other payment that Employee might become entitled to from the Company, the SEC or any other governmental authority.

15. **Return of the Property or the Company or Any Other Member of PEI Group.** At the request of the Company or Board (or, without any request, upon termination of the provision of consulting services to the Company), Employee will immediately deliver to the Company (a) all property of the Company or any other memberof the PEI Group that is then in Employee's possession, custody or control, including, without limitation, all keys, access cards, cell phones, tablets, computer hardware including but not limited to any hard drives, external storage devices, diskettes, fobs, laptops, tablets, computers and personal data assistants (and the contents thereof), internet connectivity devices, computer software and programs, data, materials, papers, books, files, documents, records; (b) any and all documents or other items containing, summarizing, or describing any ProprietaryInformation, including all originals and copies in whatever form; (c) any personal device that Employee synced with or used to access any of the systems of the Company or any other member of the PEI Group for purpose of inspection and copying; and (d) a list of passwords or codes needed to operate or access any of the items referenced in this Section.

16. **Promotional Materials.** Employee authorizes and consents to the creation and/or use of Employee's likeness as well as Employee's name by the Company or any other member of the PEI Group, and persons or organizations authorized by it, without reservation or limitation and without further consideration. Pursuant to this authorization and consent, the Company or any other member of the PEI Group may, for example, use Employee'slikeness on its website, and publish and distribute advertising, sales, or other promotional literature containing a likeness of Employee in the course of performing Employee's job duties. Employee also waives any cause of action for personal injury and/or property damage by virtue of the creation and use of such a likeness. Property rights to any likeness of Employee produced or prepared by the Company or any other member of the PEI Group, or any person or organization authorized by it, shall vest in and remain with the Company or any other member of the PEIGroup. As used herein, "likeness" shall include a photograph, photographic reproduction, audio transmission, audio recording, video transmission and/or video recording, as well as any other similar medium.

17. **Fair Meaning.** The language of this Agreement shall be construed as a whole, according to its fair meaning,and not strictly for or against any party.

18. Additional Consideration. Employee understands that receipt of the additional consideration under Paragraph 4 of the Separation Agreement is conditioned upon Employee signing this Agreement. Further, as a result of Employee's services as a director, officer, employee or other representative of the Company or other members of the PEI Group, Employee shall be (or has been) given access to the Proprietary Information, opportunities for advancement, and opportunities to participate in confidential meetings and specialized training, which shall constitute independent consideration for the restrictions contained in this Agreement and would not be (or would not have been) given to Employee without Employee's agreement to abide by the terms and conditions of this Agreement, including without limitation the ancillary obligations of confidentiality and non-disclosure. By initialing below, Employee specifically acknowledges that Employee has read, understands and agrees to this Section.

JPR
Employee Initial

By executing this Agreement below, the parties confirm they have read, understood, and voluntarily agreed to bebound by the entire Agreement.

PACTIV EVERGREEN INC.

By: */s/ Justin Bowlin* JD Bowlin, Chief Human Resources Officer

Date: *April 17, 2021*

EMPLOYEE:

/s/ John Rooney
John Rooney

Date: *April 9, 2021*

Non-Exclusive List of Competitor Companies

- Anchor
- Berry Plastics
- Cascade
- CKF
- Cool-Pak
- D&W Fine Pak

Schedule 1

- Dart Container Corporation
- Direct Pack
- Dolco
- Dyne-a-Pak
- Elopak
- Fabri-Kal
- Genpak
- Georgia Pacific
- Grupo Convernex
- Hartmann
- Huhtamaki
- Inline Plastics
- International Paper/IP Foodservice
- LBP
- Peninsula Packaging
- Sabert
- Sealed Air
- Seda
- Solo Cup Company
- Tetra Pak
- The Waddington Group

Schedule 2
List of Prior Inventions or Improvements

None.

Attachment 2

Reaffirmation

This page represents your reaffirmation of the commitments set forth in the Separation Agreement from Evergreen Packaging LLC dated for reference and delivered to you on March 28, 20210 (the "**Separation Agreement**") from the date you signed the Separation Agreement through the date that you sign this Reaffirmation, and you hereby agree that the release of claims pursuant to Paragraph 6 of the Agreement will be extended to cover any act, omission or occurrence occurring up to and including the date you sign this Reaffirmation. You will have seven (7) days following your execution of this Reaffirmation to revoke your signature by notifying, in writing, to the Chief Human Resources Officer of Evergreen Packaging LLC, of this fact within such seven (7) day period. If you revoke your signature on this Reaffirmation, you will forego all benefits in the Separation Agreement other than payment to you of $100.

I ratify and reaffirm the commitments set forth in the Separation Agreement:

/s/ John Rooney
John Rooney

Date: *April 9, 2021*

Attachment 1 to Retirement Agreement

Consulting and Restrictive Covenants Agreement

Consulting and Restrictive Covenants Agreement (this "**Agreement**") retroactive and effective as of March 5, 2021 (the "**Effective Date**"), between Pactiv Evergreen Inc. (the "**Company**") and John McGrath ("**Consultant**"). The Company and its direct and indirect subsidiaries, as they may exist from time to time, are referred to in this Agreement at times as the "**PEI Group**". The PEI Group are intended third party beneficiaries of the Company under this Agreement with the rights, but not the obligations, of the Company. The Board of Directors of the Company (the "**Board**") may elect to exercise certain rights on behalf of the Company or any other member of the PEI Group as provided in this Agreement.

Preliminary Statement

A. Pactiv LLC ("**Pactiv**") and Consultant entered into an Amended and Restated Employment Agreement on July 8, 2019 (the "**Employment Agreement**").

B. Pursuant to the Employment Agreement, Consultant executed a Restrictive Covenants Agreement with Pactiv, attached as Schedule B to the Employment Agreement (the "**2019 Restrictive Covenants Agreement**"), as a condition to Pactiv's obligations under the Employment Agreement.

C. While continuing his employment with Pactiv, the Board appointed Consultant as the Chief Executive Officer of PEI and as a director of PEI in 2020. Consultant also was appointed and served as a director, officer or in various other positions with members of the PEI Group.

D. Consultant resigned his employment with Pactiv, and resigned from all director, officer and other positions with members of the PEI Group, effective March 5, 2021.

E. In recognition of his decades of service to Pactiv and his successful leadership of the PEI Group through the initial public offering of PEI, the Company entered into a Retirement Agreement with Consultant, retroactive and effective March 5, 2021, which grants Consultant certain additional benefits in exchange for him entering into this Agreement with PEI (the "**Retirement Agreement**").

F. Pursuant to the terms of the Retirement Agreement, Consultant has agreed to continue to provide services to the Company and the other members of the PEI Group from March 6, 2021 through March 5, 2022 (such period, the "**Consulting Period**). In the event the Company or Consultant terminate the consulting services set forth in the Retirement Agreement before the final date of the Consulting Period, for purposes of this Agreement, the term "**Consulting Period**" will continue to cover the entirety of the period from March 6, 2021 through March 5, 2022 and will not give effect to such termination event.

G. The execution of this Agreement is a condition to Pactiv LLC's entry into and obligations under the Retirement Agreement.

H. This Agreement supplements, and does not override, the 2019 Restrictive Covenants Agreement; *provided*, *however*, that where the terms of this Agreement and the 2019 Restrictive Covenants Agreement conflict, this Agreement shall control. For the avoidance of doubt, nothing set forth in this Agreement shall supersede the 2019 Restrictive Covenants Agreement.

NOW, THEREFORE, the Company and Consultant agree as follows:

Agreement

1. Definitions. As used in this Agreement:

(a) "**Company Product**" means any product developed, manufactured, produced or distributed by the Company or any other member of the PEI Group during the Consulting Period or during the 24- month period immediately preceding the Effective Date. Such a product shall only constitute a Company Product for purposes of this Agreement if, as a result of Consultant's employment with, or Consultant's provision of consulting services to, the Company or service to or representation of any other member of the PEI Group, Consultant had access to Proprietary Information related to the product or Consultant

designed, marketed, advised on or interacted with Customers, Prospective Customers or industry representatives regarding the product during the Consulting Period or the 12-month period immediatelypreceding the Effective Date.

(b) "**Competitive Activity**" means the marketing, distribution, promotion, sales, development, delivery, financing or servicing of any Company Product. For the avoidance of doubt, "**Competitive Activity**" includes any actions which may result in any entity becoming a Competitor Company, including any preparation, financing or other actions in which an entity may enter into the business of marketing, distributing, promoting, selling, developing, delivering, financing or servicing any Company Product.

(c) "**Competitor Company**" means (i) those entities listed on Attachment 1 plus (ii) such other entities that the Company reasonably determines in good faith are or may reasonably become engaged in a Competitive Activity, minus (iii) such entities that the Company reasonably determines in good faith are no longer engaged in a Competitive Activity.

(d) "**Customer**" means any business, including without limitation customers or distributors, with whom the Company or any other member of the PEI Group transacted business during the ConsultingPeriod or during the 24-month period immediately preceding the Effective Date. Such a person or entityshall only constitute a Customer for purposes of this Agreement if, as a result of Consultant's employment with, or provision of consulting service to, the Company or service to or representation ofany other member of the PEI Group, Consultant had Material Contact with, or knew Proprietary Information of or about, or advised on, the Customer during the Consulting Period or during the 24- month period immediately preceding the Effective Date.

(e) "**Material Contact**" means any contact between Consultant and any Customer or ProspectiveCustomer:

(1) with whom or with which Consultant dealt on behalf of the Company or any other member of the PEI Group;

(2) whose dealings with the Company or any other member of the PEI Group were coordinated or supervised by Consultant;

(3) who receives products or services sold or provided by the Company or any other member of the PEI Group, the sale or provision of which results or resulted in compensation, commissions, or earnings for Consultant, during the Consulting Periodor within the 12-month period preceding the Effective Date; or

(4) that resulted in Consultant obtaining Proprietary Information about a Customer or Prospective Customer.

(f) "**Proprietary Information**" means confidential or proprietary information or trade secrets of the Company or any other member of the PEI Group, or of any customer, supplier or other person who entrust their confidential or proprietary information or trade secreted to the Company or any other member of the PEI Group (each being a "**Protected Party**"), including, but not limited to, materials and information, whether written, electronic, or otherwise: (1) disclosed to Consultant or known by Consultant as a result of his or her employment with, or provision of consulting services to, the Company or service to or representation of any other member of the PEI Group, (2) which is not generally known, and (3) which relates to or concerns the Protected Party's: innovations; ideas; plans;processes; structures; systems; know-how; algorithms; computer programs; software; code;publications; designs; methods; techniques; drawings; apparatuses; government filings; patents; patent applications; materials; devices; research activities; reports and plans; specifications; promotional methods; financial information; forecasts; sales, profit and loss figures; personal identifying informationof employees; marketing and sales methods and strategies; plans and systems; customer protocols and training programs; customer, prospective customer, vendor, licensee and client lists; information about customers, prospective customers, vendors, licensees and clients; information about relationships between Protected Party or its affiliates and their business partners, acquisition prospects, vendors, suppliers, prospective customers, customers, employees, owners, licensees and clients;

information about deals and prospective deals; information about products, including but not limited strengths, weaknesses and vulnerabilities of existing products, as well as product strategies and roadmaps for future products and releases; and information about pricing including but not limited to license types, models, implementation costs, discounts and tolerance for discounts. Proprietary Information shall also include all information and matters specifically designated as proprietary and/or confidential by the Protected Party or its affiliates or their customers or other business partners. The following information will not be considered Proprietary Information under this Agreement: (1) information that has become generally available to the public through no wrongful act of Consultant; (2) information that Consultant identified prior to Consultant's employment with the Company; and (3) information that is disclosed to the public pursuant to the binding order of a government agency or court.

(g) "**Prospective Customer**" means any prospective business, including without limitation prospective customers and prospective distributors, with whom the Company or any other member of the PEI Group was attempting to transact business during the Consulting Period or within the 12 months immediately preceding the Effective Date. Such a person or entity shall only constitute a Prospective Customer for purposes of this Agreement if, as a result of Consultant's employment with, or provision of consulting service to, the Company or service to or representation of any other member of the PEI Group, Consultant had Material Contact with, or knew Proprietary Information of or about, or advised on, the Prospective Customer during the Consulting Period or within the 12 months immediately preceding the Effective Date.

2. Legitimate Interest. Due to the nature of the business of the Company or any other member of the PEI Group, certain of the employees and consultants of the Company or any other member of the PEI Group, including Consultant, have access to Proprietary Information. Likewise, via their employment and/or provision of services, certain of the employees and consultants of the Company or any other member of the PEI Group, including Consultant, receive specialized training and/or shall be introduced to, given the opportunity to develop personal contacts with, and actually develop an advantageous familiarity as to the Customers and Prospective Customers. If the confidential or "trade secret" information, specialized training, or contacts and familiarity were made available to the competitors of the Company or any other member of the PEI Group or other individuals outside the Company, or otherwise used against the interests of the Company or any other member of the PEI Group, it would undoubtedly result in a loss of business or competitive position for the Company or other members of the PEI Group and/or harm the goodwill of the Company or other members of the PEI Group and their investment in developing and maintaining its business relationships. Consultant also agrees he held a position uniquely essential to the management, organization, and/or service of the Company or other members of the PEI Group and the business of the PEI Group is inherently national in character.

3. Work Made for Hire – Assignment of Inventions.

(a) Consultant understands and agrees all "Work" (defined to mean all concepts, data, databases, inventions, formulas, discoveries, improvements, trade secrets, original works of authorship, know-how, algorithms, computer programs, software, code, publications, websites, designs, proposals, strategies, processes, methodologies and techniques, and any and all other information, materials and intellectual property, in any medium) that Consultant, alone or jointly, creates, conceives, develops, or reduces to practice or causes another to create, conceive, develop, or reduce to practice, shall be a "work made for hire" within the meaning of that term under United States Copyright Act, 17 U.S.C. §§101 et seq. Consultant agrees that Consultant shall promptly disclose to the Company, or any persons designated by it, all Work. Consultant agrees to and hereby assigns and transfers to the Company, effective as of the date of its creation, any and all rights, title and interest Consultant may have or may acquire in any Work (including any Work not deemed, for whatever reason, to have been created as a work made for hire), effective as of the date of its creation, including any and all intellectual property rights in the Work, and the right to prosecute and recover damages for all infringements or other violations of the Work.

(b) Consultant hereby gives the Company or any other member of the PEI Group the unrestricted right to use, display, distribute, modify, combine with other information or materials, create derivative works based on, sell, or otherwise exploit for any purpose, the Work and any portion thereof, in any manner and medium throughout the world. Consultant irrevocably waives and assigns to the Company

any and all so-called moral rights Consultant may have in or with respect to any Work. Upon the Company's request, Consultant shall promptly execute and deliver to the Company any and all further assignments, patent applications, or such other documents as the Company may deem necessary to effectuate the purposes of this Agreement. Consultant hereby irrevocably designates and appoints the Company and its officers and agents as Consultant's agent and attorney-in-fact, with full powers of substitution, to act for and on Consultant's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts as permitted in the preceding paragraph with the same legal effectas if executed by Consultant. The foregoing agency and power shall only be used by the Company if Consultant fails to execute within five business days after the Company's request related to any document or instrument described above. Consultant hereby waives and quitclaims to the Company all claims of any nature which Consultant now has or may later obtain for infringement of any intellectual property rights assigned under this Agreement or otherwise to the Company.

(c) Consultant has identified on Attachment 3 all inventions or improvements relevant to the subject matter of Consultant's engagement with the Company or any other member of the PEI Group that Consultant desires to remove from the operation of this Agreement, and Consultant's restrictions.If there is no such list on Attachment 3, Consultant represents that Consultant has made no such inventions and improvements at the time of signing this Agreement.

(d) The provisions of this Agreement requiring the assignment to the Company of Consultant's rights to certain inventions do not apply to an invention for which no equipment, supplies, facility, or trade secret information of the Company or any other member of the PEI Group was used and which was developed entirely on the Consultant's own time, unless (1) the invention relates directly to the business of the Company or any other member of the PEI Group, or (2) to the actual or demonstrably anticipated research or development of the Company or other members of the PEI Group, or (3) the invention results from any work performed by the Consultant for the Company or other members of the PEI Group.

4. Restrictive Covenants.

(a) **Non-Solicitation of Customers.** Consultant agrees that, during the Consulting Period and fora period of 24 months following the final date of the Consulting Period, Consultant shall not, on behalf of any entity or person other than the Company or any other member of the PEI Group, directly or indirectly, contact or solicit any Customer, for the purpose of delivering, selling, or otherwise offering aproduct that is the same or similar to that of a Company Product.

(b) **Non-Solicitation of Prospective Customers.** Consultant agrees that, during the Consulting Period and for a period of 24 months following the final date of the Consulting Period, Consultant shallnot, on behalf of any entity or person other than the Company or any other member of the PEI Group, directly or indirectly, contact or solicit any Prospective Customer, for the purpose of delivering, selling,or otherwise offering a product that is the same or similar to that of a Company Product.

(c) **Non-Solicitation of Employees.** Consultant agrees that, during the Consulting Period and fora period of 24 months following the final date of the Consulting Period, Consultant shall not, directly orindirectly: (1) induce or attempt to induce any employee of the Company or any other member of the PEI Group or of any of their respective affiliates with whom Consultant had a working relationship during the Consulting Period or during the 24 months prior to the Effective Date to terminate his or her employment with the Company; (2) hire or employ, or attempt to hire or employ, any employee of the Company or of any other member of the PEI Group or of any of their respective affiliates with whom Consultant had a working relationship during the Consulting Period or during the 24 months prior to theEffective Date; or (iii) assist any other person or entity in doing any of the foregoing.

(d) **Non-Competition.** Consultant agrees that, during the Consulting Period and for a period of 24months following the final date of the Consulting Period, Consultant shall not, directly or indirectly, (1) provide services to any Competitor Company as an employee, officer, director, consultant, advisor, contractor, agent or other role, whether or not for consideration, or (2) anywhere in North America (United States, Mexico or Canada) or in any other country in which a member of the PEI Group manufactures, distributes or sells Company Products: (i) act in any capacity, including, without limitation, as an employee, officer, director, consultant, advisor, contractor, agent or other role, whether

or not for consideration, for any person or entity that is engaged in a Competitive Activity, or is activelyplanning to engage in a Competitive Activity with the Company or any other member of the PEI Group, to the extent Consultant would inevitably rely upon the Proprietary Information in his work for that person or entity; (ii) act in the same or substantially similar capacity that Consultant acted in for the Company or any other member of the PEI Group, including, without limitation, as an employee, officer, director, consultant, advisor, contractor, agent or other role, whether or not for consideration, for any person or entity that is engaged in a Competitive Activity, or is actively planning to engage in a Competitive Activity with the Company or any other member of the PEI Group; (iii) act in any capacity, including, without limitation, as an employee, officer, director, consultant, advisor, contractor, agent or other role, whether or not for consideration, for any person or entity that is engaged in any activity thatcould, in the reasonable determination of the Company or Board, result in such person or entity to become engaged in a Competitive Activity or to acquire, finance or otherwise engage in a transaction with person or entity that may be engaged in a Competitive Activity; (iv) act in any capacity, including, without limitation, as an employee, officer, director, consultant, advisor, contractor, agent or other role,whether or not for consideration, for any person or entity engaged in the practice of venture capital, hedge fund, private equity, special purpose acquisition company or similar person or entity to the extent such person or entity is engaged in, or through a transaction would reasonably engage in, a Competitive Activity; (v) finance, invest in or otherwise take any ownership stake in any entity engaged in the activities set forth in this Section; *provided*, *however*, that minority ownership of no more than 5% of the outstanding shares of a publicly-traded company that may be engaged in a Competitive Activity shall not violate this clause as long as Consultant is in compliance with the other provisions of this Section or (vi) take, facilitate, or encourage any action the purpose or effect of which is to evade the intent of thissubsection. Notwithstanding the national nature of the business of the Company or any other memberof the PEI Group, the extent to which Consultant has been (or will be) exposed to the Company's Proprietary Information, and the ability of Consultant to carry out Consultant's work remotely, regardless of physical location, Consultant acknowledges the geographic scope of the restriction in this Section is reasonable and appropriate.

(e) **Confidentiality Covenant.** During the Consulting Period and at all times following the final date of the Consulting Period:

(1) Consultant will not disclose or transfer, directly or indirectly, any Proprietary Information to any person or entity other than as expressly authorized by the Company. Consultant understands and agrees that disclosures authorized by the Company or the Board for the benefit of the Company or any other member of the PEI Group must be made in accordance with the policies and practices of the Company and Board designed to maintain the confidentiality of Proprietary Information, for example providing information after obtaining signed non-disclosure or confidentiality agreements;

(2) Consultant will not use, directly or indirectly, any Proprietary Information for the benefit or profit of any person or organization, including Consultant, other than the Company or any other member of the PEI Group;

(3) Consultant will not remove or transfer from any of the Company's offices, premises or computer systems any materials or property of the Company or any other member of the PEI Group (including, without limitation, materials and property containing Proprietary Information), except as is strictly necessary in the performance of Consultant's assigned duties as a consultant;

(4) Consultant will not copy any Proprietary Information except as needed in furtherance of and for use in the business of the Company or any other member of the PEI Group. Consultant agrees that copies of Proprietary Information must be treated with the same degree of confidentiality as the original information and are subject to the same restrictions contained in this Agreement;

(5) Consultant will promptly upon the Company's or Board's request, and in any event promptly upon the termination of Consultant's services with the Company, return all materials and property removed from or belonging to the Company or any other

member of the PEI Group and Consultant will not retain copies of any of such materialsand property;

(6) Consultant agrees to take all reasonable steps to preserve the confidential and proprietary nature of Proprietary Information and to prevent the inadvertent or accidental disclosure of Proprietary Information; and

(7) Consultant will not use or rely on the confidential or proprietary information or trade secrets of a third party in the performance of Consultant's work for the Company or any other member of the PEI Group except when obtained through lawful means suchas contractual teaming agreements, purchase of copyrights, or other written permission for use of such information.

(f) **Nondisparagement**. Consultant shall not disparage, place in a false or negative light or criticize, or make any false statements that may damage the reputation of, orally or in writing, the Company or any member of the PEI Group, its business practices, products, policies, services, decisions, directors, officers, employees, agents, representatives, advisors or any other entity or person covered by this Agreement. The directors on the Board, the Chief Executive Officer of PEI and the Chief Financial Officer of PEI, in each case as of the date of this Agreement, will not disparage, place in a false or negative light or criticize, or make any false statements that may damage the reputation of, orally or in writing, Consultant.

(g) **Noninterference**. Consultant agrees that, during the Consulting Period and for a period of 24months following the final date of the Consulting Period, Consultant shall not, on behalf of any entity or person other than the Company or any other member of the PEI Group, directly or indirectly, interfere,or aid or induce any other person or entity in interfering, with the relationship between the Company orany member of the PEI Group and any of their respective Customers, Prospective Customers, suppliers, vendors, joint venturers or licensors or any other third-party with a relationship with the Company or any member of the PEI Group.

(h) **Scope of Covenants.** The parties desire for the restrictive covenants, including any time period and geographic scope, to be construed as broadly as permitted by applicable law. It is the parties' intent, and a critical inducement to the Company entering into this Agreement, to protect and preservethe legitimate interests of the Company or any other member of the PEI Group, and thus the parties agree that the time period and the geographic coverage and scope of the restrictions herein are reasonable and necessary. However, if a court of competent jurisdiction finds that the time period of any of the foregoing restrictions is too lengthy, the geographic scope is too broad, or the agreement overreaches in any way, the parties authorize and respectfully ask the court to modify or, if modification is not possible, strike the offending portion, but only that portion, and grant the relief reasonably necessary to protect the interests of the Company or any other member of the PEI Group so as to achieve the original intent of the parties.

(i) **Remedies.** Consultant agrees that a threatened or existing violation of any of the restrictions contained in this Agreement would cause the Company irreparable injury to one or more of the Company or any other member of the PEI Group for which such person(s) would have any adequate remedy at law and agrees that the Company or any other member of the PEI Group will be entitled to obtain injunctive relief prohibiting such violation, including, without limitation, in the form of a temporary restraining order or preliminary injunction, in addition to any other rights and remedies available to it atlaw or in equity. Consultant also agrees that Consultant will be liable to the Company or any other member of the PEI Group for the attorneys' fees, expert witness fees, and costs incurred by such person as a result of: (1) any action by the Company or other members of the PEI Group against Consultant to enforce any of the restrictions contained in this Agreement in which the Company or anyother member of the PEI Group prevails in any respect, or (2) any action by Consultant against the Company or any other member of the PEI Group challenging the legal enforceability of any such restriction in which Consultant does not prevail. Consultant's obligations under each sub-section of Section 4 of this Agreement are distinct, separable, and independently enforceable. The real or perceived existence of any claim or cause of action against the Company or any other member of the PEI Group, whether predicated on this Agreement or some other basis, will not alleviate Consultant of

Attachment 1 to Retirement Agreement

Consultant's obligations under this Agreement and will not constitute a defense to the enforcement bythe Company or other members of the PEI Group of restrictions contained herein.

(j) Tolling of Time Periods. Consultant agrees that, in the event Consultant violates anysubsection of Section 4 of this Agreement as to which there is a specific time period during which Consultant is prohibited from certain actions and activities, such violation shall toll the running of such time period from the date of such violation until the date the violation ceases.

(k) Inevitable Use of Proprietary Information. Consultant acknowledges and agrees that,following the termination of Consultant's services, Consultant will possess the Proprietary Information which Consultant would inevitably use if Consultant were to engage in the conduct prohibited by Section 4 (including each of its sub-sections), that such use would be unfair and extremely detrimental to the Company or any other member of the PEI Group and, in view of the benefits provided to Consultant inthis Agreement, that such conduct on his or her part would be inequitable. Accordingly, Consultant separately and severally agrees for the benefit of the Company and the other members of the PEI Group to be bound by each of the covenants described above.

5. Reasonable Restrictions. Consultant acknowledges that it is necessary and appropriate for the Company or any other member of the PEI Group to protect their legitimate business interests by restricting Consultant's ability to engage in certain competitive activities and any violation of such restrictions would result in irreparable injury to the legitimate business interests of the Company or anyother member of the PEI Group. The parties agree that the restrictions contained in this Agreement aredrafted narrowly to safeguard the legitimate business interests of the Company or any other member of the PEI Group while not unreasonably interfering with Consultant's ability to obtain other employment.

6. Consulting Services.

(a) During the Consultancy Period, Consultant will provide the Company and its Board with adviceupon request concerning or related to the business of the PEI Group, including, without limitation:

1) The development, manufacture, distribution, marketing and promotion of goods andservices by the Company and other members of the PEI Group around the globe.

2) The procurement of goods and services by the Company and other members of thePEI Group around the globe.

3) The business relationships of the Company and other members of the PEI Group withcurrent and prospective customers, suppliers and other persons.

4) The lawful provision or obtainment of competitive intelligence on existing andprospective competitors of the PEI Group around the globe.

5) New markets and business opportunities that may be of interest to the PEI Grouparound the globe.

6) The acquisition or disposition of businesses by the PEI Group around the globe.

Because the Consultant is retired, the Company will be respectful of his time and schedule and will notrequire more than eight (8) hours of consultation in a week from Consultant during the Consultancy Period. Consultant may provide his services from Florida or any other U.S. state in which he elects to reside. Consultant will not be required to travel to perform his services. To ensure his availability for consultation during the Consultancy Period and to avoid any actual or perceived conflict of interest in providing his services to the PEI Group, Consultant will not accept any employment with, nor provide any advice or other services to or on behalf of, any current or prospective customer or supplier, or anycompetitor, of the PEI Group during the Consultancy Period.

(b) Except for general delineation of Consultant's duties in the prior Subsection, the Company willneither have nor exercise any control or direction over the specific methods or means by which

Attachment 1 to Retirement Agreement

Consultant provides services. Consultant acknowledges that he is an agent and fiduciary of the Company under this Agreement but will not have any right to bind the Company or any other member of the PEI Group nor make any agreements, promises or representations on behalf of the Company orany other member of the PEI Group.

(c) In performing his services for the Company, Consultant warrants, represents and covenants toPactiv that the following statements are, and will remain at all times, true, accurate and complete in allrespect: (i) Consultant has complied, and will comply, with all federal, state and local laws, rules, regulations and ordinances applicable to the supply of goods and services under this Agreement; (ii) his services do not infringe, and will not infringe, upon or violate any trademarks, copyrights, trade secrets, patents, contractual rights or other proprietary rights of any third party; (iii) Consultant has and will maintain all necessary permits, licenses and insurance coverage required by applicable law to provide the services under this Agreement; (iv) Consultant has and will remain in compliance with the 2019 Restrictive Covenants Agreement and (v) Consultant does not and will not have any agreementswith, nor right, title, interest or ownership in, any competitors of the PEI Group (other than minority ownership positions of less than five percent (5%) of the publicly traded securities of any such competitors).

(d) Consultant will comply at all times in all material respects with the Pactiv Evergreen Supplier Code of Conduct.

(e) Consultant will bear and pay for all taxes, duties and other government impositions on services provided under this Agreement, including, without limitation, income taxes, sales taxes, use taxes, value-added taxes and self-employment taxes. Consultant will not be treated as an employee of the Company or any other member of the PEI Group for tax purposes. Except as required under applicable law, the Company will not be required to withhold, report, collect or pay any taxes, duties and other government impositions on services supplied under this Agreement or otherwise on behalf of Consultant.

(f) Because Consultant is not an employee of the Company or any other member of the PEI Group, neither the Company nor any other member of the PEI Group will obtain workers' compensationinsurance for Consultant or be responsible for providing such insurance for Consultant. In addition, neither the Company nor any other member of the PEI Group will be responsible for providing any unemployment compensation insurance or benefits to Consultant.

(g) This Agreement is a personal service contract and only Consultant may, and will, perform the services. Consultant may not subcontract or delegate its duties to any employee, agent or other third party.

(h) Nothing in this Agreement shall be deemed to constitute a contract of employment. As of the Effective Date, Consultant acknowledges and agrees that Consultant serves as an independent Consultantfor the Company and the other members of the PEI Group, subject to the terms of the Retirement Agreement. Consultant acknowledges and agrees that nothing set forth in this Agreement or the RetirementAgreement constitutes an offer of, or a contract for, Consultant's services as an employee, and Consultant will not be afforded any rights or benefits as an employee during the Consulting Period or at all times thereafter unless otherwise engaged by the Company.

(i) Consultant will receive a fee for his services under this Agreement in the amount provided in theRetirement Agreement, but only if Consultant accepts and does not revoke the Retirement Agreement. By way of clarification, a revocation by the Consultant of the Retirement Agreement will release the Company from having to pay Consultant any fees or other consideration under this Agreement. This will be the sole compensation to Consultant for the services, and the Company will not be required to reimburse Consultant for any expenses nor to provide any equipment, tools or materials to Consultant inconnection with the performance of the services.

7. Obligations to Inform Others of Restrictions.

(a) In order to protect the rights of the Company or any other member of the PEI Group under thisAgreement, Consultant agrees that:

Attachment 1 to Retirement Agreement

(1) During the Consulting Period and for a period of 24 months following the last day of the Consulting Period, Consultant shall provide the Company and Board with complete and accurate information concerning Consultant's plans for employment or provision of other services (including, for the avoidance of doubt, consulting services) and shallinform any prospective or subsequent employer or entity of the restrictions contained in this Agreement or any other policy or agreement between Consultant and the Company and any other member of the PEI Group that may be in effect during the Consulting Period. Consultant understands that Consultant has a duty to contact the Company and Board if Consultant has any questions regarding whether or not conduct by Consultant would be restricted by this Agreement; and

(2) Consultant shall make the terms and conditions of the restrictions in this Agreement known to any business, entity or persons engaged in activities competitive with the business of the Company or any other member of the PEI Group with which Consultant becomes associated during Consultant's provision of services to the Company, during the Consulting Period and for a period of 24 months following the final day of the Consulting Period.

(b) The Company or Board may, in its sole and absolute discretion, permit Consultant to engage in work or activity that would otherwise be restricted by this Agreement, if Consultant first provides theCompany and Board with written evidence satisfactory to the Company and Board, including assurances from any new employer or entity, that the contribution of Consultant's knowledge to that work or activity will not cause Consultant to disclose, base judgment upon, or use Proprietary Information. Consultant shall not engage in such work or activity unless and until Consultant receives written consent from the Company and Board.

8. **Assignment of Agreement.** The Company may assign this Agreement, its rights, interests and remedies under this Agreement, and its obligations under this Agreement, at any time in the discretion of the Company and without notice to Consultant. The validity of this Agreement will not be affected by the sale (whether via a stock or asset sale), merger, or any other change in ownership of the Company. Consultant understands that Consultant's obligations under this Agreement are personal, and that Consultant may not assign this Agreement, or any of Consultant's rights, interests, or obligations under this Agreement.

9. **Non-Waiver.** No failure or delay by any party to this Agreement in exercising any right, power or privilege hereunder, will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Therights and remedies provided herein will be cumulative and in addition to any rights or remedies provided by law or equity.

10. **Governing Law; Agreed Venue.** This Agreement is made and entered into in the State of Illinois and in all respects the rights and obligations of the parties will be interpreted, enforced and governed in accordance with the laws of the State of Illinois without regard to the principles of conflict of laws. Any and all lawsuits, legal actions or proceedings against either party arising out of this Agreement will be brought in the Lake County or federal court of competent jurisdiction sitting nearest to Lake County, Illinois, and each party hereby submits to and accepts the exclusive jurisdiction of such court for the purpose of such suit, legal action or proceeding. Each party hereby irrevocably waives anyobjection it may now have or hereinafter have to this choice of venue of any suit, legal action or proceedings in any such court and further waives any claim that any suit, legal action or proceeding brought in any such court has been brought in an inappropriate forum.

11. **Consent to Jurisdiction.** The parties expressly consent to the exclusive jurisdiction of the state or federal courts of Illinois to resolve any and all disputes arising under the restrictions containedin Section 4 of this Agreement and hereby waive any right that they might have to object to jurisdictionor venue within such court or any defense based on the doctrine of forum non conveniens.

12. **Entire Agreement**. This Agreement, the 2019 Restrictive Covenants Agreement and the Retirement Agreement represent the entire agreement and understanding between Consultant and the

Company with respect to the matters contained in this Agreement. Except as expressly provided herein, this Agreement supersedes any and all prior discussions, communications and agreements with respect to the subject matter of this Agreement. Any prior or contemporaneous discussions, communications or agreements about the subject matter of this Agreement have no effect, are not binding on either party and are superseded by this Agreement. No representation, promise, understanding, or warranty not set forth herein has been made or relied upon by either party in makingthis Agreement. No modification, amendment or addition will be valid, unless set forth in writing and signed by the party against whom enforcement of any such modification, amendment or addition is sought.

13. **Counterparts & Signatures.** This Agreement may be executed in duplicate counterparts, eachof which shall be deemed an original, and all of which taken together shall constitute one and the sameinstrument. Facsimile, electronic (PDF, etc.) and other copies or duplicates of this Agreement are validand enforceable as originals. Similarly, Agreements signed by hand, electronically (DocuSign or similarservice), or, on behalf of the Company, by signature stamp, are valid and enforceable as original signatures.

14. **Notice of Immunity.** Consultant understands that nothing in this Agreement is intended to prohibit Consultant from disclosing information, including Proprietary Information, which is permitted tobe disclosed by the Federal Defend Trade Secrets Act, which provides that an individual may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret
(a) made in confidence to a government official, either directly or indirectly, or to an attorney, solely forthe purpose of reporting or investigating a suspected violation of law or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, Consultantunderstands that if Consultant files a lawsuit against the Company for retaliation based on the reporting of a suspected violation of law, Consultant may disclose a trade secret to Consultant's attorney and use the trade secret information in the court proceeding, so long as any document containing the tradesecret is filed under seal and the trade secret is not disclosed except pursuant to court order. To the extent Consultant suspects a violation of the law, Consultant should report their suspicion to an officerof the Company or in accordance with relevant the Company policies.

15. **Whistleblower Protection**. Notwithstanding anything in this Agreement or otherwise, it is understood that Consultant has the right under federal law to certain protections for communicating directly with and providing information to the Company, Consultant's supervisor(s), the Securities and Exchange Commission (the "**SEC**") and/or its Office of the Whistleblower, as well as certain other governmental authorities and self-regulatory organizations. As such, nothing in this Agreement nor otherwise is intended to prohibit Consultant from disclosing this Agreement to, or from communicatingdirectly with or providing information to Consultant's supervisor(s), the SEC or any other such governmental authority or self-regulatory organization. Consultant may communicate directly with or provide information, including documents, not otherwise protected from disclosure by any applicable law or privilege to the SEC or any other such governmental authority or self-regulatory organization without notifying the Company. The Company may not retaliate against Consultant for any of these activities, and nothing in this Agreement or otherwise would require Consultant to waive any monetary award or other payment that Consultant might become entitled to from the Company, the SEC or any other governmental authority.

16. **Return of the Property or the Company or Any Other Member of PEI Group.** At the request of the Company or Board (or, without any request, upon termination of the provision of consulting services to the Company), Consultant will immediately deliver to the Company (a) all property of the Company or any other member of the PEI Group that is then in Consultant's possession, custody or control, including, without limitation, all keys, access cards, cell phones, tablets, computer hardware including but not limited to any hard drives, external storage devices, diskettes, fobs, laptops, tablets, computers and personal data assistants (and the contents thereof), internet connectivity devices, computer software and programs, data, materials, papers, books, files, documents, records; (b) any and all documents or other items containing, summarizing, or describing any Proprietary Information, including all originals and copies in whatever form; (c) any personal device that Consultant synced with or used to access any of the systems of the Company or any other member of the PEI Group for purpose of inspection and copying; and (d) a list of passwords or codes needed to operate or access any of the items referenced in this Section 16.

Attachment 1 to Retirement Agreement

17. **Promotional Materials.** Consultant authorizes and consents to the creation and/or use of Consultant's likeness as well as Consultant's name by the Company or any other member of the PEI Group, and persons or organizations authorized by it, without reservation or limitation and without further consideration. Pursuant to this authorization and consent, the Company or any other member of the PEI Group may, for example, use Consultant's likeness on its website, and publish and distributeadvertising, sales, or other promotional literature containing a likeness of Consultant in the course of performing Consultant's job duties. Consultant also waives any cause of action for personal injury and/or property damage by virtue of the creation and use of such a likeness. Property rights to any likeness of Consultant produced or prepared by the Company or any other member of the PEI Group, or any person or organization authorized by it, shall vest in and remain with the Company or any othermember of the PEI Group. As used herein, "likeness" shall include a photograph, photographic reproduction, audio transmission, audio recording, video transmission and/or video recording, as well as any other similar medium.

18. **Fair Meaning.** The language of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against any party.

19. **Additional Consideration. Consultant understands that the Company's obligations under the Retirement Agreement are conditioned upon Consultant signing this Agreement. Further, as a result of Consultant's services as a consultant, Consultant shall be (or has been) given access to the Proprietary Information, provision of confidential information, opportunities for advancement, and opportunities to participate in confidential meetings and specialized training, which shall constitute independent consideration for the restrictions contained in this Agreement and would not be (or would not have been) given to Consultant without Consultant's agreement to abide by the terms and conditions of this Agreement, including without limitation the ancillary obligations of confidentiality and non-disclosure. By initialing below, Consultant specifically acknowledges that Consultant has read, understands and agrees to this Section 19.**

JM
Consultant initials

By executing this Agreement below, the parties confirm they have read, understood, and voluntarilyagreed to be bound by the entire Agreement.

PACTIV EVERGREEN INC.

By: */s/ Steven Karl*
Steven Karl
Chief Legal Officer and Corporate Secretary

CONSULTANT

/s/ John McGrath
John McGrath

Attachment 1 to Retirement Agreement

Non-Exclusive List of Competitor Companies

- Anchor
- Berry Plastics
- Cascade
- CKF
- Cool-Pak
- D&W Fine Pak

Attachment 1

- Dart Container Corporation
- Direct Pack
- Dolco
- Dyne-a-Pak
- Elopak
- Fabri-Kal
- Genpak
- Georgia Pacific
- Grupo Convernex
- Hartmann
- Huhtamaki
- Inline Plastics
- International Paper/IP Foodservice
- LBP
- Peninsula Packaging
- Sabert
- Sealed Air
- Seda
- Solo Cup Company
- Tetra Pak
- The Waddington Group

Attachment 1 to Retirement Agreement

Attachment 2
List of Confidential or Proprietary Information Belonging to Others

None.

Attachment 1 to Retirement Agreement

Attachment 3
List of Prior Inventions or Improvements

None.

EMPLOYMENT AGREEMENT

Employment Agreement ("**Agreement**") dated as of March 5, 2021, between Pactiv LLC (the "**Company**") and Michael King ("**Employee**"). The Company is an indirect subsidiary of Pactiv Evergreen Inc. ("**PEI**"). PEI and its direct and indirect subsidiaries are referred to in this Agreement at times as the "**PEI Group**". The PEI Group are intended third party beneficiaries of the Company under this Agreement with the rights, but not the obligations, of Company as employer. The Board of Directors of PEI (the "**Board**") may elect to exercise certain rights on behalf of the Company or any other member of the PEI Group as provided in this Agreement.

PRELIMINARY STATEMENT

A. Employee will commence employment with the Company on March 5, 2021 (the "**Commencement Date**").

B. The Company and Employee desire to enter into this Agreement to set forth their agreements regarding certain terms and conditions of Employee's employment.

NOW, THEREFORE, the Company and Employee agree as follows:

AGREEMENT

1. **Term**. The term of Employee's employment pursuant to this Agreement shall commence on the Commencement Date and shall continue until terminated in accordance with the terms hereof (the "**Term**").

2. **Position, Duties and Location**. Employee shall serve in the position(s) set forth on Schedule A attached hereto. Employee shall devote substantially all of Employee's working time and efforts to the business and affairs of the Company and the other members of the PEI Group and shall not engage in any other business activity, other than those set forth on Schedule A, without prior written approval from the Board. Employee shall perform the services required by this Agreement at the location(s) indicated on Schedule A except for customary business travel to other locations as may be necessary to fulfill Employee's duties and responsibilities hereunder.

3. **Compensation and Related Matters**. During the Term:

(a) **Base Salary**. As and from the Commencement Date, Employee's annual base salary (the "**Base Salary**") shall be as set forth on Schedule A. The Base Salary will not be reduced without the Employee's consent. The Base Salary shall be payable in periodic installments in accordance with the usual practice of the Company for its executive officers. The Board (or its Committee if applicable) will review Employee's Base Salary annually having regard to the performance of the Employee, the performance of the Company, compensation practices and market data, among other considerations.

(b) **Annual Incentive Plan Bonus**. As and from the Commencement Date, Employee shall be eligible to receive an annual incentive plan bonus (the "**Annual Bonus**") as set forth on Schedule A. The amount of the Annual Bonus for any fiscal year shall be determined by the Board at its sole discretion based on criteria established by the Board including the achievement of budgetary and other Company or Employee specific performance objectives set by the Board for such fiscal year. The Annual Bonus earned by Employee in respect of any year shall be paid to Employee at the time that the Board authorizes payment of annual bonuses to executive officers of the Company generally (usually by March 15 of the following year).

(c) **Long Term Incentive Plan Award**. As and from the Commencement Date, Employee shall be eligible to receive a long-term incentive plan bonus (the "**LTIP Award**") as set forth on Schedule A. The LTIP Award for any fiscal year shall be determined by the Board at its sole discretion based on criteria

established by the Board including (if applicable) the achievement of budgetary and other Company or Employee-specific performance objectives set by the Board for such fiscal year. The LTIP Award, if any, earned by Employee in respect of any year shall be paid to Employee as and when approved by the Board.

(d) **Sign-On Bonus**. The Company will issue restricted stock units to Employee as a one-time sign-on bonus as set forth on Schedule A.

(e) **Other Compensation Programs**. Employee shall be eligible to participate in such other compensation programs as set forth on Schedule A.

(f) **Expenses**. Employee shall be entitled to receive reimbursement for all reasonable expenses incurred by Employee in performing services hereunder, in accordance with the policies and procedures then in effect and established by the Company for its senior officers.

(g) **Employee Benefit Programs**. Employee shall be entitled to participate in the Company's employee health and welfare plans, policies, programs and arrangements as they may be amended from time to time, to the extent Employee meets the eligibility requirements for any such plan, policy, program or arrangement.

(h) **Vacation**. Employee shall be entitled to paid vacation, as well as holidays and other paid absences, in accordance with the Company's policies and procedures for similarly situated employees of the Company, to the extent Employee meets the eligibility requirements for any such policy and procedures.

4. **Termination**. Employee's employment hereunder may be terminated as set forth in this Section 4. Upon any termination of Employee's employment, the Term shall automatically end.

(a) **Death**. Employee's employment hereunder shall automatically terminate upon Employee's death.

(b) **Discharge by the Company for Cause**. The Company or Board may terminate Employee's employment hereunder for Cause at any time. For purposes of this Agreement, "**Cause**" shall mean in the good faith determination of the Company or the Board that Employee has engaged in conduct consisting of (i) fraud, conviction of a crime or other willful or intentional misconduct related to Employee's duties as an employee of the Company or as a director, officer, employee or other representative of any member of the PEI Group, or (ii) willful and continual failure (unless due to incapacity resulting from physical or mental illness) to perform the duties of Employee's employment after written demand for substantial performance is delivered to Employee by the Board or the Company specifically identifying the manner in which Employee has not substantially performed such duties. In the case of subparagraph (ii), Employee shall have thirty (30) days from the date of receipt of such written demand to correct or remediate any issues set forth in the demand letter.

(c) **Termination Without Cause** The Company or Board may terminate Employee's employment hereunder at any time without Cause upon thirty (30) days' written notice to Employee. Any termination by the Company or Board of Employee's employment under this Agreement other than pursuant to Section 4(a) or Section 4(b) shall be deemed a termination without Cause; provided, however, that in no event shall a termination of Employee's employment be considered to be a termination by the Company or Board without Cause if Employee has accepted employment with any entity that is an affiliate of the Company or any other member of the PEI Group. As used in this Agreement, the phrase "**affiliate**" or "**affiliated entity**" will mean an entity (i) under the majority ownership and control of the Company or any other member of the PEI Group, (ii) that has majority ownership and control of the Company or any other member of the PEI Group or (iii) is under the common majority ownership and control of a person or entity with majority ownership and control of the Company or any other member of the PEI Group.

(d) **Termination by Employee**. Employee may terminate Employee's employment hereunder upon thirty (30) days' written notice to the Board and the Company.

(e) **Notice of Termination**. Except for termination as specified in Section 4(a), any termination of Employee's employment by the Company or Board or any such termination by Employee shall be communicated by written notice to the other party hereto, specifying the applicable termination provision of this Agreement (a "**Notice of Termination**"). The "**Date of Termination**" shall mean: (i) if Employee's employment is terminated by death, the date of death; or (ii) the date specified in the applicable Notice of Termination. Notwithstanding the foregoing, if Employee gives a Notice of Termination to the Company and Board, the Company or Board may unilaterally accelerate the Date of Termination and such acceleration shall not be deemed a termination by the Company or Board for purposes of this Agreement. In addition, if the Company or Board gives a Notice of Termination to the Employee, the Company or Board may unilaterally accelerate the Date of Termination, including, without limitation, having the Date of Termination being effective immediately on delivery of such notice to Employee. In either circumstance, the Severance Amount as defined below in Section 5(b), payable to the Employee will be increased by the amount of Base Salary that would have accrued and been earned over the period accelerated and this accrued amount will be paid with the first installment of the Severance Amount. For example, if the Company elects to accelerate the Date of Termination to be effective immediately upon notice to Employee, the Severance Amount will be increased by an amount equal to thirty days of the Employee's then current Base Salary and this increased amount will be paid to Employee with the first installment of the Severance Amount.

5. **Compensation Upon Termination**.

(a) **Termination Generally**. If Employee's employment with the Company is terminated for any reason, Employee (or Employee's authorized representative or estate) shall, through the Date of Termination, be paid or provided with (i) any earned but unpaid Base Salary, (ii) unpaid expense reimbursements, and (iii) any vested benefits Employee may have under any employee or executive benefit plan of the Company (the "**Accrued Obligations**"). The Accrued Obligations shall be paid at the time(s) specified under any applicable employee benefit plan, or, if there is no applicable employee benefit plan, within 30 days after Employee's Date of Termination.

(b) **Termination by the Company or Board Without Cause**. If Employee's employment is terminated by the Company or Board without Cause as provided in Section 4(c), then Employee shall be paid or provided with the Accrued Obligations through the Date of Termination and, subject to Section 5(c), Employee shall also be paid or provided with the following:

(i) **Severance**. A severance payment (the "**Severance Amount**") in the Amount set forth on Schedule A. Subject to Section 5(c) and Section 6, the Severance Amount shall be paid in equal installments in accordance with the Company's normal payroll practices over a period set forth on Schedule A (the "**Severance Period**"); provided that no amount of the severance shall be payable until the revocation period for the Release described in Section 5(c) shall have expired (and Employee shall not have revoked Employee's agreements in the Release), and any amount that would have been paid to Employee but for this proviso shall be accrued and paid to Employee on the first payroll date immediately following the expiration of such revocation period.

(ii) Notwithstanding the foregoing, and in addition to any other rights or remedies the Company or other members of the PEI Group may have at law or in equity, if Employee breaches any of the provisions of the Restrictive Covenant Agreement, employee's right to receive further payments of the Severance Amount shall be terminated. Severance provided pursuant to this Agreement is in lieu of, and not in addition to, any severance that might be available to Employee by law, contract, policy, or otherwise, all of which are hereby waived by Employee. If Employee receives any other severance, the Severance Amount shall be reduced by the amount of such other severance.

(iii) **Health Care Continuation**. In addition, Employee and Employee's eligible dependents, if any, shall continue to be covered by the Company's health plan (the "**Health Plan**"), as in effect

from time to time, and subject to the rules thereof (including any requirement to make contributions or pay premiums, except that the Company shall continue to contribute or pay the employer's share of such premiums and Employee shall contribute or pay the employee's share of such premiums on an after-tax basis) for 12-months from Date of Termination. If the provision to Employee of the insurance coverage described in this Section would either: (A) violate the terms of the Health Plan (or any related insurance policies), or (B) violate any of the nondiscrimination requirements of the Internal Revenue Code of 1986, as amended (the "**Code**"), applicable to the health insurance coverage, then the Company, in its sole discretion, may elect to pay Employee, in lieu of the health insurance coverage described under this Section 5(b)(iii), a lump-sum cash payment equal to the total monthly premiums (or in the case of a self-funded plan, the cost of COBRA continuation coverage) that would have been paid by the Company for Employee under the Health Plan.

(c) **Release**. Any payment that may become due under Section 5(b) shall be subject to Employee signing a general release of claims in favor of the Company and related persons and entities in a form reasonably satisfactory to the Company and substantially on the terms set forth in Schedule B (the "**Release**") within the 21-day (or, if required by law, 45-day) period following the Date of Termination and the expiration of the seven-day revocation period for the Release. In the event Employee fails to sign such Release within the 21-day (or 45-day) period following the Date of Termination or revokes the Release prior to the expiration of the seven-day revocation period for the Release, Employee shall reimburse the Company for any payment made to Employee under Section 5(b) prior to the expiration of such seven-day revocation period for the Release. In addition, notwithstanding anything else herein to the contrary, Employee's entitlement to the payments and benefits described in Section 5(b) shall be contingent upon Employee abiding by and not breaching any of the covenants set forth in the Release and in the Restrictive Covenant Agreement.

6. **Section 409A**.

(a) Notwithstanding anything in this Agreement to the contrary, to the extent that any payment or benefit described in this Agreement would be considered deferred compensation subject to Section 409A(a) of the Code, and to the extent that such payment or benefit is payable upon Employee's termination of employment or within a certain time following the "Date of Termination," then such payments or benefits shall be payable only upon Employee's "separation from service" within the meaning of Section 409A of the Code and the "Date of Termination" shall be the date on which Employee experiences such "separation from service." The determination of whether and when a "separation from service" has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h). If this Agreement provides for a payment to be made within a period of time, the date within such period on which such payment shall be made shall be determined by the Company in its sole discretion and, for the avoidance of doubt, the Company will pay the Severance Amount after the 45th day following the Date of Termination.

(b) Notwithstanding anything in this Agreement to the contrary, if at the time of Employee's "separation from service", Employee is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, then, to the extent any payment or benefit that Employee becomes entitled to under this Agreement on account of Employee's "separation from service" would be considered deferred compensation subject to Section 409A(a) of the Code, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (A) six months and one day after Employee's "separation from service", or (B) Employee's death.

(c) All in-kind benefits provided and expenses eligible for reimbursement under this Agreement shall be provided by the Company or incurred by Employee during the time periods set forth in this Agreement. All reimbursements shall be paid as soon as administratively practicable, but in no event shall any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year shall not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any

other taxable year. Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(d) the Company makes no representation or warranty and shall have no liability to Employee or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

7. **Restrictive Covenant Agreement**. The Company's obligations under this Agreement, including the Company's agreement to provide severance and to allow Employee to participate in the other compensation programs as provided on Schedule A, is conditioned on Employee signing a Restrictive Covenant Agreement in the form of Schedule C (the "**Restrictive Covenant Agreement**"). A breach of the Restrictive Covenant Agreement will be deemed a breach of this Agreement and, with respect to Sections 5 and 8, vice versa.

8. **Arbitration of Disputes**. Any controversy or claim arising out of or relating to this Agreement or the breach thereof or otherwise arising out of Employee's employment or the termination of that employment (including, without limitation, any claims of unlawful employment discrimination whether based on age or otherwise) shall, to the fullest extent permitted by law, be settled by arbitration in any forum and form agreed upon by the parties or, in the absence of such an agreement, under the auspices of JAMS in Chicago, Illinois in accordance with the JAMS Employment Arbitration Rules & Procedures and subject to JAMS Policy on Employment Arbitration Minimum Standards of Procedural Fairness, including, but not limited to, the rules and procedures applicable to the selection of arbitrators. In the event that any person or entity other than Employee or the Company may be a party with regard to any such controversy or claim, such controversy or claim shall be submitted to arbitration subject to such other person or entity's agreement. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This Section 8 shall be specifically enforceable. Notwithstanding the foregoing, this Section 8 shall not preclude either party from pursuing a court action for the sole purpose of obtaining a temporary restraining order or a preliminary injunction in circumstances in which such relief is appropriate (including, without limitation, the Company's enforcement of the Restrictive Covenant Agreement); provided, however, that any other relief shall be pursued through an arbitration proceeding pursuant to this Section 8. Further notwithstanding the foregoing, this Section 8 shall not limit the Company's ability to terminate Employee's employment at any time.

9. **Integration**. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties concerning such subject matter, including, but not limited to, any prior Agreement and/or compensation plan to which Employee and the Company or any of its affiliates are parties.

10. **Withholding**. All payments made by the Company to Employee under this Agreement shall be net of any tax or other amounts required to be withheld by the Company under applicable law.

11. **Enforceability**. If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. **Survival**. The provisions of this Agreement shall survive the termination of this Agreement and/or the termination of Employee's employment to the extent necessary to effectuate the terms contained herein.

13. **Waiver**. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this

Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

14. **Notices**. Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, to Employee at the last address Employee has filed in writing with the Company or, in the case of the Company, at its main offices, attention of the Chairperson, Board of Directors.

15. **Amendment**. This Agreement may be amended or modified only by a written instrument signed by Employee and by a duly authorized representative of the Company (other than Employee).

16. **Governing Law / Agreed Venue**. This Agreement is made and entered into in the State of Illinois and in all respects the rights and obligations of the parties will be interpreted, enforced and governed in accordance with the laws of the State of Illinois without regard to the principles of conflict of laws. Any and all lawsuits, legal actions or proceedings against either party arising out of this Agreement will be brought in the Lake County or federal court of competent jurisdiction sitting nearest to Lake County, Illinois, and each party hereby submits to and accepts the exclusive jurisdiction of such court for the purpose of such suit, legal action or proceeding. Each party hereby irrevocably waives any objection it may now have or hereinafter have to this choice of venue of any suit, legal action or proceedings in any such court and further waives any claim that any suit, legal action or proceeding brought in any such court has been brought in an inappropriate forum. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date set forth above.

PACTIV LLC

By: */s/ JD Bowlin*
Name: JD Bowlin
Title: Chief Human Resources Officer

EMPLOYEE

/s/ Michael J. King
Michael King

SCHEDULE A

KEY TERMS OF EMPLOYMENT

1. Position: Chief Executive Officer of Pactiv LLC and Pactiv Evergreen Inc.. Employee may also be designated to serve as a director, officer, employee or other representative of any other member of the PEI Group.

2. Location: Lake Forest, Illinois.

3. Other Permitted Business Activities: Ownership interests in Employee's family owned farms operated through K2 Farms Inc. and Brenton USA, Inc. Employee may also continue to serve as a director of Graham Packaging Company Inc..

4. Base Salary: $1,200,000

5. Annual Bonus Target: 125% of Base Salary (which will be pro-rated for the period from the Commencement Date through December 31, 2021).

6. Sign-On Bonus: The grant of $2,000,000 of Restricted Stock Units ("**RSUs**") of PEI common stock on March 12, 2021 (the "**Initial Grant Date**"), subject to such terms and conditions as provided in the Pactiv Evergreen Inc. Equity Incentive Plan (the "**Plan**") and the applicable award agreement. The quantity of RSUs granted will be calculated based on the share price of PEI common stock at the close of regular trading on Nasdaq on March 11, 2021. The RSUs will vest and settle ratably on each of the first four anniversaries of the Initial Grant Date. Each RSU will represent a single share of PEI common stock. By way of clarification, the grants of RSU's under this Section are in addition to, and are not in lieu of, the grants of RSU's under the next Section.

7. Long-Term Incentive Target: Target - 250% of Base Salary (beginning with 2021 grant), payable 50% RSUs and 50% Performance Stock Units ("**PSUs**"), subject to such terms and conditions as provided in the Plan and the applicable award agreement. Each RSU and PSU will represent a single share of PEI common stock. For 2021, Employee will receive a total long-term incentive grant equal to $3,000,000, which includes:

(i) a grant of RSUs equal to $1,500,000 of PEI common stock which will vest ratably on each of the first three anniversaries of the Initial Grant Date (each, a "**Vesting Date**"); provided that Employee does not experience a Termination of Service (as defined in the Plan) at any time prior to the applicable Vesting Date. The quantity of RSUs granted will be calculated based on the share price of PEI common stock at the close of regular trading on Nasdaq on March 11, 2021; and

(ii) a grant of PSUs with a target value at grant of $1,500,000 which will vest and settle in shares of the PEI common stock at a range from zero percent to 250% percent of target based on the achieved results against the Performance Condition (as defined in the applicable award agreement) during the performance period beginning on January 1, 2021 and ending on December 31, 2021 (the "**Performance Period**"); provided, however, that no settlement will occur unless both (i) Employee does not experience a Termination of Service at any time prior to December 31, 2023 and (ii) the minimum Performance Condition is satisfied. The quantity of PSU granted will be calculated based on the share price of PEI common stock at the close of regular trading on Nasdaq on March 11, 2022.

8. Severance Amount/Period: (i) Base Salary plus (ii) Annual Bonus at Target prorated through Date of Termination, paid in equal installments over 12 months following the Date of Termination, except that if (i) a Sale of Business (as defined below) occurs and (ii) within 12 months following the closing of such Sale

of Business either (A) Employee is terminated without Cause, or (B) Employee's position is materially reduced in remuneration, or scope of duties and Employee terminates Employee's employment, then the Severance Amount shall be (i) two times Employee's Base Salary plus (ii) Annual Bonus at Target prorated through Date of Termination, paid in equal installments over 24 months following the Date of Termination. All other terms of Section 5(b)(i) of the Agreement will apply. For purposes of this provision a "**Sale of Business**" shall mean the sale or other disposition of (x) more than 50% of the shares or other equity interests of PEI, or (y) more than 50% of the businesses or assets that, as of the most recent year end, generated more than 50% of PEI's EBITDA (as determined in good faith by the Board, based on PEI's regularly prepared financial statements); provided that a disposition as a result of lender foreclosure on assets or pursuant to a bankruptcy or judicially administered reorganization shall not constitute a Sale of Business. Employee's position shall not be materially reduced by reason of the Company being smaller or having less operations as a result of the Sale of Business so long as Employee's duties and responsibilities are generally consistent with Employee's duties and responsibilities prior to the Sale of Business.

SCHEDULE B

SEPARATION AGREEMENT AND RELEASE OF ALL CLAIMS

Date given to Employee: [ ]
Employment Base: State of Illinois

This Separation Agreement and Release of All Claims ("this Agreement") is made and entered into this [ ], by and between Michael King ("Employee") and Pactiv LLC ("Company").

A. The Employee and the Company are parties to an Employment Agreement dated as of March 5, 2021 (the "**Employment Agreement**").

B. The Company will provide the severance benefits and entitlements set forth in Section 5(b) of the Employment Agreement in connection with the termination of Employee's employment without Cause by the Company.

C. Section 5(c) of the Employment Agreement provides that any payment that may become due under Section 5(b) shall be subject to the Employee signing a general release of claims in favor of the Company and related persons and entities in a form reasonably satisfactory to the Company.

D. In consideration of the benefits Company will pay Employee, and the other mutual covenants and agreements contained in this Agreement, Employee and Company agree as follows:

1. Definitions.

Capitalized terms used in this Agreement will have the same meaning as used in the Employment Agreement unless otherwise defined herein.

2. Separation Date. Employee hereby acknowledges and confirms the termination of Employee's employment with Company was [ ] (the "Separation Date"). Employee will be terminated from employment and from any and all offices and positions Employee holds with Company effective on the Separation Date. Employee acknowledges that any employment relationship between Employee and Company (and any of its affiliated entities) will terminate by virtue of this Agreement and that Employee has no future employment relationship with Company or any affiliated entity, unless the subject of a subsequent separate written agreement between the Employee and the applicable affiliated entity. In consideration of this Agreement, Employee waives any and all employment rights that Employee may now have with Company (and any of its affiliated entities) and agrees not to seek reinstatement and that Company and any affiliated entity shall have no obligation to employ, reemploy, hire, recall, or reinstate Employee in the future. As used in this Agreement, the phrase "affiliate" or "affiliated entity" will mean an entity (i) under the majority ownership and control of the Company or any other member of the PEI Group, (ii) that has majority ownership and control of the Company or any other member of the PEI Group or (iii) is under the common majority ownership and control of a person or entity with majority ownership and control of the Company or any other member of the PEI Group.

3. Benefits Owed. In connection with Employee's separation from employment with the Company, Employee understands that Company will pay or provide the compensation or benefits to which Employee is entitled without any requirement that Employee sign this Agreement, that are contemplated by Section 5(a) of the Employment Agreement. These benefits include: (a) any earned but unpaid base salary (b) unpaid expense reimbursements, and (c) any vested benefits Employee may have under any employee or executive benefit plan of the Company (the "**Accrued Obligations**"). If Employee's employment is terminated by the Company without Cause, Employee understands that Company will pay or provide the compensation or benefits to which Employee is entitled as contemplated by Section 5(b) of the Employment Agreement. The Severance Amount will be paid to the Employee in equal installments in accordance with

the Company's normal payroll practices over a period of twelve months following the Date of Termination; provided that the first payment shall be made on the first payroll date after the 55th day following the Separation Date (the "First Payment Date") and any amount that would have been paid to the Employee but for this proviso will be accrued and paid to the Employee on the First Payment Date.

4. **Consideration.** Other than the payment of the Accrued Obligations, any payment that may become due under paragraph 3 above of this Agreement is conditioned upon Employee signing and not revoking this Agreement.

5. **Payments.** Employee acknowledges the severance pay and benefits specified in paragraph 3 are in full and complete satisfaction of all of Company's (and any of its affiliated entities') obligations under any agreement, arrangement, policy, plan, practice, including, to the extent applicable, the Employment Agreement, and otherwise at law, and that this amount paid is in lieu of any claim for salary, bonus (including any claim for an incentive award for which employee may have been eligible), holiday pay, vacation, vacation pay, severance pay, life insurance, medical coverage, or any claim for payment or benefit not specifically mentioned in this Agreement. Except for any other obligations expressly set forth in this Agreement, Company (and any of its affiliated entities) will make no further payments to Employee, or make any payments or contributions on behalf of Employee, for salary, insurance, pension or any other compensation or benefits. Notwithstanding the foregoing, nothing in this Agreement affects or limits Company's or any of its affiliates' obligations to Employee under any indemnification agreements, by-laws, directors' and officers' insurance policies, or any similar agreements or policies related to Employee's service as an officer, director or employee of Company or any of its affiliates prior to the Separation Date (collectively, the "Indemnification Obligations").

6. **General Release.** EMPLOYEE HEREBY RELEASES, WAIVES, AND FOREVER DISCHARGES COMPANY AND ANY AND ALL PAST OR PRESENT PREDECESSORS, SUCCESSORS, JOINT VENTURERS, SUBSIDIARIES, PARENTS, AND AFFILIATED ENTITIES, AND ANY AND ALL OF THEIR RESPECTIVE PAST OR PRESENT OFFICERS, DIRECTORS, PARTNERS, AGENTS, ATTORNEYS, AND EMPLOYEES (ALL COLLECTIVELY, THE "RELEASED PARTIES"), FROM ANY AND ALL MANNER OF ACTIONS, CAUSES OF ACTIONS, DEMANDS, CLAIMS, AGREEMENTS, PROMISES, DEBTS, LAWSUITS, CONTROVERSIES, COSTS, EXPENSES AND FEES WHATSOEVER, WHETHER ARISING IN CONTRACT, TORT OR ANY OTHER THEORY OF ACTION, WHETHER ARISING IN LAW OR EQUITY, WHETHER KNOWN OR UNKNOWN, ASSERTED OR UNASSERTED, FROM THE BEGINNING OF TIME UP TO THE DATE OF THIS AGREEMENT (INDIVIDUALLY, "CLAIM;" COLLECTIVELY, "CLAIMS"), EXCEPT FOR THOSE OBLIGATIONS CREATED BY OR ARISING OUT OF THIS AGREEMENT AND THOSE OBLIGATIONS SPECIFICALLY EXCLUDED UNDER THIS AGREEMENT. EMPLOYEE EXPRESSLY WAIVES THE BENEFIT OF ANY STATUTE OR RULE OF LAW WHICH, IF APPLIED TO THIS AGREEMENT, WOULD OTHERWISE PRECLUDE FROM ITS BINDING EFFECT ANY CLAIM AGAINST ANY RELEASED PARTY NOT NOW KNOWN BY EMPLOYEE TO EXIST. EXCEPT AS NECESSARY FOR EMPLOYEE TO ENFORCE THIS AGREEMENT, THIS AGREEMENT IS INTENDED TO BE A GENERAL RELEASE THAT BARS ALL CLAIMS. IF EMPLOYEE COMMENCES OR CONTINUES ANY CLAIM IN VIOLATION OF THIS AGREEMENT, THE RELEASED PARTY WILL BE ENTITLED TO ASSERT THIS AGREEMENT AS A BAR TO SUCH ACTION OR PROCEEDING. EMPLOYEE IS NOT, HOWEVER, WAIVING ANY RIGHT OR CLAIM THAT FIRST ARISES AFTER THE DATE THIS AGREEMENT IS EXECUTED.

Without in any way limiting the generality of the foregoing, this Agreement constitutes a full release and disclaimer of any and all Claims arising out of or relating in any way to Employee's employment, continued employment, retirement, resignation, or termination of employment with Company (and any of its affiliated entities), whether arising under or out of a statute including, but not limited to, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §1981, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act of 1990, the Family and Medical Leave Act, the National Labor Relations Act, the Employee Retirement Income Security Act, the Worker Adjustment and Retraining Notification Act, the Americans With Disabilities Act, the Illinois Human Rights Act, the Victims' Economic Security and Safety Act, the

Illinois Wage Payment and Collection Act, the Illinois Right to Privacy in the Workplace Act, the Illinois Equal Pay Act of 2003, the Illinois Equal Wage Act, the Illinois Wages for Women and Minors Act, the Illinois Religious Freedom Restoration Act, the Illinois Minimum Wage Law, the Illinois Whistleblower Act, the Illinois WARN Act, and any other federal, state, county, municipal or local statute, ordinance or regulation, all as may be amended from time to time, any collective bargaining agreement, or common law claims or causes of action relating to alleged discrimination, breach of contract or public policy, wrongful or retaliatory discharge, tortious action, inaction, or interference of any sort, defamation, libel, slander, personal or business injury, including attorneys' fees and costs, all claims for salary, bonus, vacation pay, and reimbursement for expenses. Employee specifically waives the right to recover in Employee's own lawsuit as well as the right to recover in a suit brought by any other entity on Employee's own behalf.

7. Covenant Not to Sue.

a. A "covenant not to sue" is a legal term which means a promise not to file a lawsuit in court. It is different from the release of claims provided for in paragraph 6 above. In addition to waiving and releasing the claims provided for in paragraph 6 above, in consideration for the promises set forth in this Agreement, and to the extent permitted by law, Employee covenants that he will not file, commence, institute, or prosecute any lawsuits, class actions, complaints by himself or collectively in any state or federal court, against Company or any of the Released Parties based on, arising out of, or connected with any of the claims released by Employee under this Agreement.

b. If Employee breaches the covenant contained in paragraph 7(a), payment of severance pay and benefits under paragraph 3 above shall cease, and Company shall have no further obligation at any time to pay severance pay or benefits. In addition, if Employee breaches the covenant contained in paragraph 7(a), Employee agrees that he will indemnify Company and any of the Released Parties for all damages, costs and expenses, including, without limitation, legal fees, incurred by Company or any of the Released Parties in defending, participating in, or investigating any matter or proceeding covered by this paragraph. Alternatively, if Employee breaches the covenant contained in paragraph 7(a), Employee may, at Company's option, be required to return all but $100 of the severance received by Employee pursuant to this Agreement.

c. Notwithstanding this Covenant Not to Sue, Employee retains the right: (i) to participate in any proceeding with an appropriate federal, state, or local government agency or court; (ii) to make truthful statements or disclosures regarding alleged unlawful employment practices; (iii) to make truthful statements and testify truthfully in any government agency or court proceeding; and (iv) to file a charge with an appropriate governmental agency. However, under this Covenant Not to Sue, Employee will no longer have a right to recover any money or benefit from Company for any reason whatsoever, including but not limited to recovering any money or benefit in connection with a charge or claim filed by Employee or any other individual(s), in a class or collective action, or by the Equal Employment Opportunity Commission ("EEOC") or any other federal or state agency.

d. Nothing in paragraph 7 bars Employee from filing suit to enforce this Agreement or the Indemnification Obligations. Notwithstanding anything in this Agreement or otherwise, it is understood that Employee has the right under federal law to certain protections for communicating directly with and providing information to the Company, Employee's supervisor(s), the Securities and Exchange Commission (the "**SEC**") and/or its Office of the Whistleblower, as well as certain other governmental authorities and self-regulatory organizations. As such, nothing in this Agreement nor otherwise is intended to prohibit Employee from disclosing this Agreement to, or from communicating directly with or providing information to my supervisor(s), the SEC or any other such governmental authority or self-regulatory organization. Employee may communicate directly with or provide information, including documents, not otherwise protected from disclosure by any applicable law or privilege to the SEC or any other such governmental authority or self-regulatory organization without notifying the Company. The Company may not retaliate against Employee for any of these activities, and nothing in this Agreement or otherwise would

require Employee to waive any monetary award or other payment that Employee might become entitled to from the Company, the SEC or any other governmental authority.

8. **No Assignment of Claims.** Employee represents that Employee has neither assigned or transferred nor purported to assign or transfer, to any person or entity, any Claim or any portion thereof or interest therein.

9. **Assistance Upon Request.** Employee will provide accurate information or testimony or both in connection with any legal matters as may be reasonably requested by Company, but Employee will not disclose or discuss with anyone who is not directing or assisting in any Company investigation or case, other than Company's attorney, the fact of or the subject matter of any investigation, except as required by law. Company will reasonably accommodate Employee's schedule so that Employee may assist Company after Employee's Separation Date. Company will reimburse Employee for all reasonable expenses incurred in connection with such accommodation. Employee also will provide all business-related information and reasonable assistance to Company following Employee's Separation Date as reasonably requested by Company.

10. **Non-Defamation and Non-Disparagement.** Except as provided for in paragraph 7(c) above, Employee will not defame, or make negative or disparaging comments or misrepresentations, publicly (via social media or otherwise) about Company or its products, or any current or former directors, officers, employees, or agents of Company.

11. **Confidential Information, Non-Competition and Cooperation.** In addition to all of the covenants contained in this Agreement, Employee acknowledges that Employee will be bound by the covenants set forth in Section 7 of the Employment Agreement and if a court of competent jurisdiction determines that Employee has materially breached a covenant set forth in Section 7 of the Employment Agreement, payment of severance pay and benefits under paragraph 3 above shall cease, and Company shall have no further obligation at any time to pay severance or benefits and Employee will repay such amounts paid to Employee from the date of the first material breach of any covenant set forth in Section 7 or the Restrictive Covenant Agreement entered into with the Company on March 5, 2021.

12. **Company Property and Expenses.** Employee represents that Employee has done or will do by the Separation Date the following (except as the Company may agree otherwise):

a. Returned all Company property (and any of its affiliated entities' property), including, but not limited to, Confidential Information, keys, office passes, credit cards, computers, computer diskettes, electronic files and documents, however stored, mobile phones, memoranda, manuals, customer and price lists, marketing and sales plans, office equipment, fax machines, mobile telephones, sales records, strategic planning documents, business records and any other materials and information obtained during Employee's employment with Company.

b. Submitted all outstanding expenses and cleared all personal advances and loans. Employee acknowledges that any amounts unaccounted for and due to Company will be deducted from the severance payments provided for in paragraph 3.

13. **Non-Admissions.** Employee and Company acknowledge that nothing in this Agreement is meant to suggest or imply that Company has violated any law or contract or otherwise engaged in any wrongdoing of any kind. This Agreement is entered into merely to resolve any differences between the parties amicably and without the necessity or expense of litigation.

14. **Confidentiality of Agreement.** Employee will keep the financial terms of this Agreement confidential and not reveal its financial terms to anyone except Employee's immediate family and Employee's attorney(s) or tax advisor(s), if any, with the understanding that all of those individuals will also be bound by the confidentiality obligation contained in this paragraph.

15. **Employee Preference for Confidentiality.** Employee acknowledges that confidentiality is Employee's preference; that confidentiality mutually benefits both parties to this Agreement; and that Employee is receiving bargained-for consideration in exchange maintaining confidentiality.

16. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the respective successors, heirs, assigns, administrators, executors and legal representatives of the parties and other entities described in this Agreement.

17. **Consequences of Breach.** The parties acknowledge that actual damages incurred as a result of a breach of this Agreement may be difficult to measure. Therefore, in addition to any other remedies, equitable relief will be available in the case of a breach of this Agreement. Also in addition to any other remedies, in the event of a material breach of this Agreement by Employee (as determined by a court of competent jurisdiction), including but not limited to Employee's breach of the provisions contained in paragraphs 10, 11 and 12, Employee shall immediately repay to Company all but $100 of the actual damages to Company caused by Employee's material breach and to the extent that this repayment does not cover all of the actual damages suffered by Company less $100 dollars, Company may withhold and retain payments due to Employee under this Agreement the remainder of the actual damages to Company caused by Employee's breach less $100. Notwithstanding the foregoing, Company shall provide Employee notice and a reasonable opportunity to cure any alleged breach of this Agreement. Nothing in this provision shall prevent either party from seeking other forms of damages caused by a breach.

18. **Employee Representations.** Unless expressly stated herein, Employee is unaware of any actions by Company or any of the Released Parties up through and including the Separation Date that evidence: (i) any inappropriate, discriminatory, unlawful, unethical, or retaliatory conduct of any kind whatsoever against or relating to Employee ("**Inappropriate Conduct**"), or (ii) any failure of Company to reasonably investigate or respond to any complaint that Employee has made about Inappropriate Conduct. In addition, Employee acknowledges that Employee has not suffered any on-the-job injury for which Employee has not already filed a claim.

19. **Severability.** In the event that any condition or provision in any paragraph of this Agreement shall be held by a court of competent jurisdiction from which there is no appeal to be invalid, illegal or contrary to public policy and incapable of being modified, this Agreement shall be construed as though such provision or condition did not appear therein and the remaining provisions of this Agreement shall continue to full force and effect.

20. **Governing Law/Agreed Venue.** This Agreement is made and entered into in the State of Illinois and in all respects the rights and obligations of the parties will be interpreted, enforced and governed in accordance with the laws of the State of Illinois without regard to the principles of conflict of laws. Any and all lawsuits, legal actions or proceedings against either party arising out of this Agreement will be brought in the Lake County or federal court of competent jurisdiction sitting nearest to Lake County, Illinois, and each party hereby submits to and accepts the exclusive jurisdiction of such court for the purpose of such suit, legal action or proceeding. Each party hereby irrevocably waives any objection it may now have or hereinafter have to this choice of venue of any suit, legal action or proceedings in any such court and further waives any claim that any suit, legal action or proceeding brought in any such court has been brought in an inappropriate forum.

21. **Duty to Cooperate.** The parties will cooperate fully to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force to the terms and intent of this Agreement that are not inconsistent with its terms.

22. **Entire Agreement.** This Agreement contains the entire agreement between Employee and Company and it fully supersedes any and all prior agreements and understandings between Employee and any of the Released Parties, except for any earlier restrictive covenant, nondisclosure, noncompetition, or confidentiality agreements, or any combination of these items, and for the Indemnification Obligations, all

of which are expressly not superseded but instead remain fully valid. Employee acknowledges that no representations, promises, agreements or inducements (whether written or oral) have been made to Employee which are not stated in this Agreement and that Employee's execution of this Agreement is not based on any representation, promise, agreement or inducement which is not contained in this Agreement. This Agreement will not be modified or altered except by a subsequent written agreement signed by the parties.

23. **Revocation.** Employee further understands that for a period of seven (7) days following the execution of this Agreement, Employee may revoke this Agreement by delivering to the Chief Human Resources Officer, 1900 W. Field Court Lake Forest, IL 60045, a written statement indicating that Employee wishes to revoke this Agreement. Employee and Company understand this Agreement will not become enforceable or effective until the revocation period has expired without revocation by Employee and both parties have executed this Agreement. Employee expressly acknowledges and understands that Company will not be obligated to take any of the actions described in this Agreement unless and until this Agreement becomes enforceable and effective. In the event Employee exercises Employee's right to revoke this Agreement, all obligations of Company under this Agreement will immediately cease.

24. **Information Concerning the Group Termination Program.** Attached as Exhibit 1 is information concerning: (a) any class, unit, or group of individuals covered by the group termination program for the TBD Department(s) ("**Program**"); and (b) the ages and job titles of all eligible employees who were selected or not selected for termination in accordance with the Program.

25. **Legal Advice/Time to Consider Agreement.** Employee is advised and encouraged by Company to consult with an attorney before signing this Agreement, Employee affirms that Employee has carefully read and fully understands this Agreement, has had sufficient time to consider it, has had an opportunity to ask questions and have it explained, and is entering into this Agreement freely and voluntarily, with an understanding that the general release will have the effect of waiving any action or recovery Employee might pursue for any claims arising on or prior to the date of the execution of this Agreement. This Agreement was given to Employee on TBD. Employee had until TBD, a period in excess of TBD days, to consider it. Employee understands that Employee has seven (7) days from the date of signing the Agreement to revoke the Agreement by delivering written notice of revocation to the Company by email, fax, or overnight delivery before the end of such seven-day period.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date or dates set forth below.

EMPLOYEE:

Date:

EMPLOYER:
By:
Date:

Exhibit 1
Decisional Unit

The decisional unit is the TBD Department(s).

All persons in the TBD Department(s) are eligible for the Program.

All persons who are being offered consideration under a waiver agreement must sign the agreement and return it [ ], no later than TBD. Once the signed waiver is returned to the [ ], the Employee has seven (7) days to revoke the waiver agreement.

The following is a list of the ages and job titles of persons in the TBD Department who were and were not selected for termination and the offer of consideration for signing a waiver:

Job Title	Age (as of)	No. Selected	No. Not Selected

Schedule C

Restrictive Covenant Agreement

Restrictive Covenant Agreement dated as of March 5, 2021, between Pactiv LLC (the "**Company**") and Michael King ("**Employee**"). The Company is an indirect subsidiary of Pactiv Evergreen Inc. ("**PEI**"). PEI and its direct and indirect subsidiaries are referred to in this Agreement at times as the "**PEI Group**". The PEI Group are intended third party beneficiaries of the Company under this Agreement with the rights, but not the obligations, of Company as employer. The Board of Directors of PEI (the "**Board**") may elect to exercise certain rights on behalf of the Company or any other member of the PEI Group as provided in this Agreement.

Preliminary Statement

A. The Company and Employee have entered into an Employment Agreement of even date herewith. The execution of this Restrictive Covenant Agreement is a condition to the Company's obligations under the Employment Agreement.

B. In addition, the Company is providing Employee other consideration for Employee's execution of this Agreement, as provided in a separate letter of even date herewith.

NOW, THEREFORE, the Company and Employee agree as follows:

Agreement

1. Definitions. As used in this Agreement:

(a) "**Company Product**" means any product developed, manufactured, produced or distributed by the Company and all other members of the PEI Group during the 24-month period immediately preceding the termination of Employee's employment with the Company. Such a product shall only constitute the Company Product for purposes of this Agreement if, as a result of Employee's employment with the Company or service to or representation of any other member of the PEI Group, Employee had access to Proprietary Information related to the product or Employee designed, marketed, or interacted with Customers or Prospective Customers regarding the product during the 12-month period immediately preceding the termination of Employee's employment with the Company.

(b) "**Competitive Activity**" means the marketing, distribution, promotion, sales, development, delivery, or servicing of any Company Product.

(c) "**Competitor Company**" means i) those entities listed on Attachment 1 plus (ii) such other entities that the Company reasonably determines are engaged in a Competitive Activity, minus (iii) such entities that the Company reasonably determines are no longer engaged in a Competitive Activity. Company shall notify Employee in writing of any additions to or deletions from Attachment 1.

(d) "**Customer**" means any business, including without limitation customers or distributors, with whom the Company and any other member of the PEI Group transacted business during the 24-month period immediately preceding the termination of Employee's employment with the Company. Such a person or entity shall only constitute a Customer for purposes of this Agreement if, as a result of Employee's employment with the Company or service to or representation of any other member of the PEI Group, Employee had Material Contact with, or knew Proprietary Information of or about, the Customer during the 24-month period immediately preceding the termination of Employee's employment with the Company.

(e) "**Material Contact**" means any contact between Employee and any Customer or Prospective Customer:

(1) with whom or with which Employee dealt on behalf of the Company or any other member of the PEI Group;

(2) whose dealings with the Company or any other member of the PEI Group were coordinated or supervised by Employee;

(3) who receives products or services sold or provided by the Company or any other member of the PEI Group, the sale or provision of which results or resulted in compensation, commissions, or earnings for Employee, within the 12-month period preceding the last day of Employee's employment with the Company; or

(4) that resulted in Employee obtaining Proprietary Information about a Customer or Prospective Customer.

(f) "**Proprietary Information**" means confidential or proprietary information or trade secrets of the Company and other members of the PEI Group, or of any customer, supplier or other person who entrust their confidential or proprietary information or trade secrets to the Company or any other member of the PEI Group (each being a "**Protected Party**"), including, but not limited to, materials and information, whether written, electronic, or otherwise: a) disclosed to Employee or known by Employee as a result of his or her employment with the Company or service to or representative of any other member of the PEI Group, b) which is not generally known, and c) which relates to or concerns a Protected Party's: innovations; ideas; plans; processes; structures; systems; know-how; algorithms; computer programs; software; code; publications; designs; methods; techniques; drawings; apparatuses; government filings; patents; patent applications; materials; devices; research activities; reports and plans; specifications; promotional methods; financial information; forecasts; sales, profit and loss figures; personal identifying information of employees; marketing and sales methods and strategies; plans and systems; customer protocols and training programs; customer, prospective customer, vendor, licensee and client lists; information about customers, prospective customers, vendors, licensees and clients; information about relationships between a Protected Party or its affiliates and their business partners, acquisition prospects, vendors, suppliers, prospective customers, customers, employees, owners, licensees and clients; information about deals and prospective deals; information about products, including but not limited strengths, weaknesses and vulnerabilities of existing products, as well as product strategies and roadmaps for future products and releases; and information about pricing including but not limited to license types, models, implementation costs, discounts and tolerance for discounts. Proprietary Information shall also include all information and matters specifically designated as proprietary and/or confidential by a Protected Party or its affiliates or their customers or other business partners. The following information will not be considered Proprietary Information under this Agreement: a) information that has become generally available to the public through no wrongful act of Employee; b) information that Employee identified prior to Employee's employment with the Company; and c) information that is disclosed to the public pursuant to the binding order of a government agency or court.

(g) "**Prospective Customer**" means any prospective business, including without limitation prospective customers and prospective distributors, with whom the Company or any other member of the PEI Group was attempting to transact business within the six-month period immediately preceding the termination of Employee's employment with the Company. Such a person or entity shall only constitute a Prospective Customer for purposes of this Agreement if, as a result of Employee's employment with the Company, Employee had Material Contact with, or knew Proprietary Information of or about, the Prospective Customer during the six-month period immediately preceding the termination of Employee's employment.

2. **Legitimate Interest**. Due to the nature of the business of the Company and other members of the PEI Group, certain of the employees of the Company and other members of the PEI Group, including

Employee, have access to Proprietary Information. Likewise, via their employment, certain of the employees of the Company and members of the PEI Group, including Employee, receive specialized training and/or shall be introduced to, given the opportunity to develop personal contacts with, and actually develop an advantageous familiarity as to the Customers and Prospective Customers. If the confidential or "trade secret" information, specialized training, or contacts and familiarity were made available to the competitors of the Company and other members of the PEI Group or other individuals outside the Company and other members of the PEI Group, or otherwise used against the interests of the Company and other members of the PEI Group, it would undoubtedly result in a loss of business or competitive position for the Company or other members of the PEI Group and/or harm the goodwill of the Company or other members of the PEI Group and their investment in developing and maintaining their business relationships. Employee also agrees he holds a position uniquely essential to the management, organization, and/or service of the Company and other members of the PEI Group and the business of the PEI Group is inherently global in character.

3. **Disclosure of Existing Obligations**. Except as disclosed in writing on Attachment 2, Employee certifies the following:

(a) Employee is not bound by any written agreement or other obligation that directly or indirectly (i) restricts Employee from using or disclosing any confidential or proprietary information of any person or entity, (ii) restricts Employee from competing with, or soliciting actual or potential customers or business from, any person or entity, (iii) restricts Employee from soliciting any current or former employees of any person or entity, or (iv) limits Employee's ability to perform any assigned duties for the Company or any other members of the PEI Group.

(b) Employee does not have in Employee's possession any confidential or proprietary information or documents belonging to others (except as disclosed in Attachment 2), and will not use, disclose to, or induce the Company or any other member of the PEI Group to use any such information or documents. To the extent Employee possesses any confidential information or documents from a former employer or other party, Employee agrees to immediately return any such confidential information or documents to the owner unless Employee has express written authorization to retain it or them or destroy such information or documents.

(c) Employee understands that the Company expects Employee to fulfill any contractual and fiduciary obligations Employee may owe to any former employer or other party, and Employee agrees to do so. Prior to execution of this Agreement, Employee certifies that Employee tendered to the Company all agreements and understandings described by this Section 3.

4. **Work Made for Hire – Assignment of Inventions**.

(a) Employee understands and agrees all "**Work**" (defined to mean all concepts, data, databases, inventions, formulas, discoveries, improvements, trade secrets, original works of authorship, know-how, algorithms, computer programs, software, code, publications, websites, designs, proposals, strategies, processes, methodologies and techniques, and any and all other information, materials and intellectual property, in any medium) that Employee, alone or jointly, creates, conceives, develops, or reduces to practice or causes another to create, conceive, develop, or reduce to practice, shall be a "work made for hire" within the meaning of that term under United States Copyright Act, 17 U.S.C. §§101 et seq. Employee agrees to promptly disclose to the Company, or any persons designated by it, all Work. Employee agrees to and hereby assigns and transfers to the Company, effective as of the date of its creation, any and all rights, title and interest Employee may have or may acquire in any Work (including any Work not deemed, for whatever reason, to have been created as a work made for hire), effective as of the date of its creation, including any and all intellectual property rights in the Work, and the right to prosecute and recover damages for all infringements or other violations of the Work.

(b) Employee hereby gives the Company and other members of the PEI Group the unrestricted right to use, display, distribute, modify, combine with other information or materials, create derivative works based on, sell, or otherwise exploit for any purpose, the Work and any portion thereof, in any manner and medium throughout the world. Employee irrevocably waives and assigns to the Company any and all so-called moral rights Employee may have in or with respect to any Work. Upon the Company's request, Employee shall promptly execute and deliver to the Company any and all further assignments, patent applications, or such other documents as the Company may deem necessary to effectuate the purposes of this Agreement. Employee hereby irrevocably designates and appoints the Company and its officers and agents as Employee's agent and attorney-in-fact, with full powers of substitution, to act for and on Employee's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts as permitted in the preceding paragraph with the same legal effect as if executed by Employee. The foregoing agency and power shall only be used by the Company if Employee fails to execute within five business days after the Company's request related to any document or instrument described above. Employee hereby waives and quitclaims to the Company all claims of any nature which Employee now has or may later obtain for infringement of any intellectual property rights assigned under this Agreement or otherwise to the Company.

(c) Employee has identified on Attachment 3 all inventions or improvements relevant to the subject matter of Employee's engagement with the Company and other members of the PEI Group that Employee desires to remove from the operation of this Agreement, and Employee's post-employment restrictions. If there is no such list on Attachment 3, Employee represents that Employee has made no such inventions and improvements at the time of signing this Agreement.

(d) The provisions of this Agreement requiring the assignment to the Company of Employee's rights to certain inventions do not apply to an invention for which no equipment, supplies, facility, or trade secret information of the Company or other member of the PEI Group was used and which was developed entirely on Employee's own time, unless (i) the invention relates a) directly to the business of the Company and other members of the PEI Group, or (ii) to the actual or demonstrably anticipated research or development of the Company or other members of the PEI Group, or (iii) the invention results from any work performed by Employee for the Company or other members of the PEI Group.

5. Restrictive Covenants.

(a) **Non-Solicitation of Customers**. Employee agrees that, during Employee's employment with the Company and for a period of 12 months following the termination of Employee's employment, Employee shall not, on behalf of any entity or person other than the Company and other members of the PEI Group, directly or indirectly, contact or solicit any Customer, for the purpose of delivering, selling, or otherwise offering a product that is the same or similar to that of the Company Product.

(b) **Non-Solicitation of Prospective Customers**. Employee agrees that, during Employee's employment with the Company and for a period of 12 months following the termination of Employee's employment, Employee shall not, on behalf of any entity or person other than the Company and other members of the PEI Group, directly or indirectly, contact or solicit any Prospective Customer, for the purpose of delivering, selling, or otherwise offering a product that is the same or similar to that of the Company Product.

(c) **Non-Solicitation of Employees**. Employee agrees that, during Employee's employment with the Company and for a period of 12 months following the termination of Employee's employment, Employee shall not, directly or indirectly: a) induce or attempt to induce any employee of the Company and of any other member of the PEI Group or of any of their respective affiliates with whom Employee had a working relationship in the 24 months prior to the termination of Employee's employment to terminate his or her employment with the Company; b) hire or employ, or attempt to hire or employ, any employee of the Company or of any other member of the PEI Group or of any of their respective affiliates with whom

Employee had a working relationship in the 24 months prior to the termination of Employee's employment; or c) assist any other person or entity in doing any of the foregoing.

(d) **Limited Non-Competition**. Employee agrees that during Employee's employment with the Company and for a period of 12 months following the termination of Employee's employment, Employee shall not, (i) work for any Competitor Company or (ii) anywhere in North America (United States, Mexico or Canada) or in any other country in which a member of the PEI Group manufactures or sells Company Products: x) act in any capacity, whether or not for consideration, for any person or entity that is engaged in a Competitive Activity, or is actively planning to engage in a Competitive Activity with the Company or any other member of the PEI Group, to the extent Employee would inevitably rely upon the Proprietary Information in his work for that person or entity; y) act in the same or substantially similar capacity that Employee acted in for the Company or any other member of the PEI Group, whether or not for consideration, for any person or entity that is engaged in a Competitive Activity, or is actively planning to engage in a Competitive Activity with the Company or any other member of the PEI Group; or z) take, facilitate, or encourage any action the purpose or effect of which is to evade the intent of this subsection. Notwithstanding the globall nature of the business of the Company and other members of the PEI Group, the extent to which Employee has been (or will be) exposed to Proprietary Information, and the ability of Employee to carry out Employee's work remotely, regardless of physical location, Employee acknowledges the geographic scope of the post-employment restriction in this Section 5(d) is reasonable and appropriate.

(e) **Confidentiality Covenant**. During Employee's employment with the Company and following the termination of Employee's employment:

1) Employee will not disclose or transfer, directly or indirectly, any Proprietary Information to any person or entity other than as authorized by the Company. Employee understands and agrees that disclosures authorized by the Company or Board for the benefit of the Company and other members of the PEI Group must be made in accordance with the policies and practices of the Company and Board designed to maintain the confidentiality of Proprietary Information, for example providing information after obtaining signed non-disclosure or confidentiality agreements;

2) Employee will not use, directly or indirectly, any Proprietary Information for the benefit or profit of any person or organization, including Employee, other than the Company and other members of the PEI Group;

3) Employee will not remove or transfer from any of the s offices or premises any materials or property of the Company or any other member of the PEI Group (including, without limitation, materials and property containing Proprietary Information), except as is strictly necessary in the performance of Employee's assigned duties as an employee;

4) Employee will not copy any Proprietary Information except as needed in furtherance of and for use in the business of the Company and other members of the PEI Group. Employee agrees that copies of Proprietary Information must be treated with the same degree of confidentiality as the original information and are subject to the same restrictions contained in this Agreement;

5) Employee will promptly upon the Company's or Board's request, and in any event promptly upon the termination of Employee's employment with the Company, return all materials and property removed from or belonging to the Company and other members of the PEI Group and Employee will not retain copies of any of such materials and property;

6) Employee agrees to take all reasonable steps to preserve the confidential and proprietary nature of Proprietary Information and to prevent the inadvertent or accidental disclosure of Proprietary Information; and

7) Employee will not use or rely on the confidential or proprietary information or trade secrets of a third party in the performance of Employee's work for the Company and other members of the PEI Group except when obtained through lawful means such as contractual teaming agreements, purchase of copyrights, or other written permission for use of such information.

(f) **Scope of Covenants**. The parties desire for the restrictive covenants, including any time period and geographic scope, to be construed as broadly as permitted by applicable law. It is the parties' intent, and a critical inducement to the Company entering into this Agreement, to protect and preserve the legitimate interests of the Company and other members of the PEI Group, and thus the parties agree that the time period and the geographic coverage and scope of the post-employment restrictions herein are reasonable and necessary. However, if a court of competent jurisdiction finds that the time period of any of the foregoing post-employment restrictions is too lengthy, the geographic scope is too broad, or the agreement overreaches in any way, the parties authorize and respectfully ask the court to modify or, if modification is not possible, strike the offending portion, but only that portion, and grant the relief reasonably necessary to protect the interests of the Company and other members of the PEI Group so as to achieve the original intent of the parties.

(g) **Remedies**. Employee agrees that a threatened or existing violation of any of the restrictions contained in this Agreement would cause irreparable injury to one or more of the Company and other members of the PEI Group for which such person(s) would have any adequate remedy at law and agrees that the Company and other members of the PEI Group will be entitled to obtain injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity. Employee also agrees that Employee will be liable to the Company and other members of the PEI Group for the attorneys' fees, expert witness fees, and costs incurred by such persons as a result of: (i) any action by the Company or other members of the PEI Group against Employee to enforce any of the restrictions contained in this Agreement in which the Company or any other member of the PEI Group prevails in any respect, or (ii) any action by Employee against the Company or any other member of the PEI Group challenging the legal enforceability of any such restriction in which Employee does not prevail. Employee's obligations under each sub-section of Section 5 of this Agreement are distinct, separable, and independently enforceable. The real or perceived existence of any claim or cause of action against the Company or any other member of the PEI Group, whether predicated on this Agreement or some other basis, will not alleviate Employee of Employee's obligations under this Agreement and will not constitute a defense to the enforcement by the Company or other members of the PEI Group of restrictions contained herein.

(h) **Alternative Dispute Resolution**. Any controversy or claim arising out of or relating to this Restrictive Covenant Agreement or the breach thereof shall, to the fullest extent permitted by law, be settled by arbitration in any forum and form agreed upon by the parties or, in the absence of such an agreement, under the auspices of JAMS in Chicago, Illinois in accordance with Employment Arbitration Rules & Procedures and subject to JAMS Policy on Employment Arbitration Minimum Standards of Procedural Fairness, including, but not limited to, the rules and procedures applicable to the selection of arbitrators. In the event that any person or entity other than Employee or the Company may be a party with regard to any such controversy or claim, such controversy or claim shall be submitted to arbitration subject to such other person or entity's agreement. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This Section 5(h) shall be specifically enforceable. Notwithstanding the foregoing, this Section 5(h) shall not preclude the Company from pursuing a court action for the sole purpose of obtaining a temporary restraining order or a preliminary injunction with respect to the Company's enforcement of the Restrictive Covenant Agreement; provided, however, that any other relief shall be pursued through an arbitration proceeding pursuant to this Section 5(h). Further notwithstanding the foregoing, this Section 5(h) shall not limit the Company's ability to terminate Employee's employment at any time.

(i) **Tolling of Time Periods**. Employee agrees that in the event Employee violates any subsection of Section 5 of this Agreement as to which there is a specific time period during which Employee is prohibited

from certain actions and activities, such violation shall toll the running of such time period from the date of such violation until the date the violation ceases.

(j) **Inevitable Use of Proprietary Information**. Employee acknowledges and agrees that, after Employee's separation of employment, Employee will possess the Proprietary Information which Employee would inevitably use if Employee were to engage in the conduct prohibited by Section 5 (including each of its sub-sections), that such use would be unfair and extremely detrimental to the Company and other members of the PEI Group and, in view of the benefits provided to Employee in this Agreement, that such conduct on his part would be inequitable. Accordingly, Employee separately and severally agrees for the benefit of the Company and the other members of the PEI Group to be bound by each of the covenants described above.

6. **Reasonable Restrictions**. Employee acknowledges that it is necessary and appropriate for the Company and other members of the PEI Group to protect their legitimate business interests by restricting Employee's ability to engage in certain competitive activities and any violation of such restrictions would result in irreparable injury to the legitimate business interests of the Company and other members of the PEI Group. The parties agree that the restrictions contained in this Agreement are drafted narrowly to safeguard the legitimate business interests of the Company and other members of the PEI Group while not unreasonably interfering with Employee's ability to obtain other employment.

7. **Entire Agreement**. No representation, promise, understanding, or warranty not set forth herein has been made or relied upon by either party in making this Agreement. No modification, amendment or addition will be valid, unless set forth in writing and signed by the party against whom enforcement of any such modification, amendment or addition is sought. Notwithstanding, this Agreement supersedes any prior confidentiality agreements or restrictive covenants between the Company and Employee provided however that if a court of competent jurisdiction refuses to enforce this Agreement, then the parties agree that the term of any prior confidentiality or restrictive covenants shall govern.

8. **At Will Employment**. Nothing in this Agreement shall be deemed to constitute a contract of employment for any given duration. The relationship between the Company and Employee shall be employment-at-will and either the Company or Employee may terminate it at any time for any reason without liability.

9. **Obligation to Inform others of Post-Employment Restrictions**.

(a) In order to protect the rights of the Company and other members of the PEI Group under this Agreement, Employee agrees that:

1) For a period of 12 months following the termination of Employee's employment with the Company for any reason, Employee shall provide the Company and Board with complete and accurate information concerning Employee's plans for employment and shall inform any prospective or subsequent employer of the post-employment restrictions contained in this Agreement or any other policy or agreement between Employee and the Company and any other member of the PEI Group that may be in effect on Employee's last day of employment. Employee understands that Employee has a duty to contact the Company and Board if Employee has any questions regarding whether or not conduct by Employee would be restricted by this Agreement;

2) Employee shall make the terms and conditions of the post-employment restrictions in this Agreement known to any business, entity or persons engaged in activities competitive with the business of the Company and other members of the PEI Group with which Employee becomes associated during Employee's employment with the Company and in the 12-month period after the termination of Employee's employment.

(b) The Company or Board may, in its sole and absolute discretion, permit Employee to engage in work or activity that would otherwise be restricted by this Agreement, if Employee first provides the Company and Board with written evidence satisfactory to the Company and Board, including assurances from any new employer, that the contribution of Employee's knowledge to that work or activity will not cause Employee to disclose, base judgment upon, or use Proprietary Information. Employee shall not engage in such work or activity unless and until Employee receives written consent from the Company and Board.

10. **Assignment of Agreement**. The Company may assign this Agreement, its rights, interests and remedies under this Agreement, and its obligations under this Agreement, at any time in the discretion of the Company and without notice to Employee. The validity of this Agreement will not be affected by the sale (whether via a stock or asset sale), merger, or any other change in ownership of the Company. Employee understands that Employee's obligations under this Agreement are personal, and that Employee may not assign this Agreement, or any of Employee's rights, interests, or obligations under this Agreement.

11. **Non-Waiver**. No failure or delay by any party to this Agreement in exercising any right, power or privilege hereunder, will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided herein will be cumulative and in addition to any rights or remedies provided by law or equity.

12. **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any conflict of law principles.

13. **Consent to Jurisdiction**. The parties expressly consent to the exclusive jurisdiction of the state or federal courts of Illinois to resolve any and all disputes arising under the post-employment restrictions contained in Section 5 of this Agreement and hereby waive any right that they might have to object to jurisdiction or venue within such court or any defense based on the doctrine of forum non conveniens.

14. **Entire Agreement**. This is the entire agreement and understanding between Employee and the Company with respect to the matters contained in this Agreement. This Agreement supersedes any and all prior discussions, communications and agreements with respect to the subject matter of this Agreement. Any prior or contemporaneous discussions, communications or agreements about the subject matter of this Agreement have no effect, are not binding on either party and are superseded by this Agreement.

15. **Counterparts & Signatures**. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Facsimile, electronic (PDF, etc.) and other copies or duplicates of this Agreement are valid and enforceable as originals. Similarly, Agreements signed by hand, electronically (DocuSign or similar service), or, on behalf of the Company, by signature stamp, are valid and enforceable as original signatures.

16. **Notice of Immunity**. Employee understands that nothing in this Agreement is intended to prohibit Employee from disclosing information, including Proprietary Information, which is permitted to be disclosed by the Federal Defend Trade Secrets Act, which provides that an individual may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret (a) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, Employee understands that if Employee files a lawsuit against the Company for retaliation based on the reporting of a suspected violation of law, Employee may disclose a trade secret to Employee's attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the trade secret is not disclosed except pursuant to court order. To the extent Employee suspects a violation of the law, Employee should report their suspicion to an officer of the Company or in accordance with relevant the Company policies.

17. **Whistleblower Protection**. Notwithstanding anything in this Agreement or otherwise, it is understood that Employee has the right under federal law to certain protections for communicating directly with and providing information to the Company, Employee's supervisor(s), the Securities and Exchange Commission (the "**SEC**") and/or its Office of the Whistleblower, as well as certain other governmental authorities and self-regulatory organizations. As such, nothing in this Agreement nor otherwise is intended to prohibit Employee from disclosing this Agreement to, or from communicating directly with or providing information to my supervisor(s), the SEC or any other such governmental authority or self-regulatory organization. Employee may communicate directly with or provide information, including documents, not otherwise protected from disclosure by any applicable law or privilege to the SEC or any other such governmental authority or self-regulatory organization without notifying the Company. The Company may not retaliate against Employee for any of these activities, and nothing in this Agreement or otherwise would require Employee to waive any monetary award or other payment that Employee might become entitled to from the Company, the SEC or any other governmental authority.

18. **Return of the Property of the Company and Other Members of PEI Group**. At the request of the Company or Board (or, without any request, upon termination of my employment with the Company), Employee will immediately deliver to the Company and other members of the PEI Group (a) all the property of the Company and other members of the PEI Group that is then in Employee's possession, custody or control, including, without limitation, all keys, access cards, cell phones, tablets, computer hardware including but not limited to any hard drives, external storage devices, diskettes, fobs, laptops, tablets, computers and personal data assistants (and the contents thereof), internet connectivity devices, computer software and programs, data, materials, papers, books, files, documents, records; (b) any and all documents or other items containing, summarizing, or describing any Proprietary Information, including all originals and copies in whatever form; (c) any personal device that Employee synced with or used to access any the systems of the Company and other members of the PEI Group for purpose of inspection and copying; and (d) a list of passwords or codes needed to operate or access any of the items referenced in this Section 18.

19. **Promotional Materials**. Employee authorizes and consents to the creation and/or use of Employee's likeness as well as Employee's name by the Company and other members of the PEI Group, and persons or organizations authorized by it, without reservation or limitation and without further consideration. Pursuant to this authorization and consent, the Company and other members of the PEI Group may, for example, use Employee's likeness on its website, and publish and distribute advertising, sales, or other promotional literature containing a likeness of Employee in the course of performing Employee's job duties. Employee also waives any cause of action for personal injury and/or property damage by virtue of the creation and use of such a likeness. Property rights to any likeness of Employee produced or prepared by the Company and other members of the PEI Group, or any person or organization authorized by it, shall vest in and remain with the Company and other members of the PEI Group as applicable. As used herein, "likeness" shall include a photograph, photographic reproduction, audio transmission, audio recording, video transmission and/or video recording, as well as any other similar medium.

20. **Fair Meaning**. The language of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against any party.

21. **Additional Consideration**. **Employee understands that the Company's obligations under the Employment Agreement, as well as the provision of the additional consideration identified in the Preliminary Statement, are conditioned upon Employee signing this Agreement. Further, as a result of Employee's employment, Employee shall be (or has been) given access to Proprietary Information, provision of confidential information, opportunities for advancement, and opportunities to participate in confidential meetings and specialized training, which shall constitute independent consideration for the post-employment restrictions contained in this Agreement and would not be (or would not have been) given to Employee without Employee's agreement to abide**

by the terms and conditions of this Agreement, including without limitation the ancillary obligations of confidentiality and non-disclosure.

By initialing below, Employee specifically acknowledges that Employee has read, understands and agrees to Section 21.

___ ***MJK*** _____
Employee initials

By executing this Agreement below, the parties confirm they have read, understood, and voluntarily agreed to be bound by the entire Agreement.

PACTIV LLC

By: */s/ JD Bowlin*
Name: JD Bowlin
Title: Chief Human Resources Officer

EMPLOYEE

*/s/ Michael J. King*_____
Michael King

Attachment 1

Non-Exclusive List of Competitor Companies

- Anchor
- Berry Plastics
- Cascade
- CKF
- Cool-Pak
- D&W Fine Pak
- Dart Container Corporation
- Direct Pack
- Dolco
- Dyne-a-Pak
- Elopak
- Fabri-Kal
- Genpak
- Georgia Pacific
- Grupo Convernex
- Hartmann
- Huhtamaki
- Inline Plastics
- International Paper/IP Foodservice
- LBP
- Peninsula Packaging
- Sabert
- Sealed Air
- Seda
- Solo Cup Company
- Tetra Pak
- The Waddington Group

Attachment 2

List of Confidential or Proprietary Information Belonging to Others

None.

Attachment 3

List of Prior Inventions or Improvements

None.

4/25/2021

Subsidiaries of Pactiv Evergreen Inc.

Legal Name of Subsidiary	Jurisdiction of Organization
Alusud Argentina S.R.L.	Argentina
Gulf Closures W.L.L.	Bahrain
Evergreen Packaging Canada Limited	Canada
Pactiv Canada Inc.	Canada
Alusud Embalajes Chile Ltda.	Chile
Evergreen Packaging (Shanghai) Co., Ltd.	China
Closure Systems International (Egypt) LLC	Egypt
Evergreen Packaging de El Salvador, S.A. de C.V.	El Salvador
Pactiv Deutschland Holdinggesellschaft mbH	Germany
CSI Hungary Manufacturing and Trading Limited Liability Company	Hungary
Ducart Evergreen Packaging Ltd.	Israel
Evergreen Packaging Korea Limited	Korea
Grupo Corporativo Jaguar, S.A. de C.V.	Mexico
Pactiv Foodservice Mexico, S. de R.L. de C.V.	Mexico
Pactiv Mexico, S. de R.L. de C.V.	Mexico
Servicios Industriales Jaguar, S.A. de C.V.	Mexico
Servicios Integrales de Operacion, S.A. de C.V.	Mexico
Naturepak Beverage Packaging Africa SAS	Morocco
PEI Holdings Company LLC	Delaware
Naturepak Beverage Packaging Co. Ltd	Saudi Arabia
Closure Systems International España, S.L.U.	Spain
Evergreen Packaging (Taiwan) Co., Ltd.	Taiwan
Blue Ridge Holding LLC	Delaware
Blue Ridge Paper Products LLC	Delaware
BRPP, LLC	North Carolina
Closure Solutions EMEA Holdings LLC	Delaware
Closure Solutions Holdings LLC	Delaware
Coast-Packaging Company	California
Evergreen Packaging International LLC	Delaware
Evergreen Packaging LLC	Delaware
GEC Packaging Technologies LLC	Delaware
Pactiv Europe Services LLC	Delaware
Pactiv Evergreen Group Holdings Inc.	Delaware
Pactiv Evergreen Group Issuer Inc.	Delaware
Pactiv Evergreen Group Issuer LLC	Delaware
Pactiv Evergreen Services Inc.	Delaware
Pactiv LLC	Delaware
Pactiv Management Company LLC	Delaware
Pactiv Packaging Inc.	Delaware
PCA West Inc.	Delaware
PEI Holdings Company LLC	Delaware
Reynolds Packaging International LLC	Delaware

Exhibit 31.1

CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Michael King, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Pactiv Evergreen Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 6, 2021

By: /s/ Michael King

Michael King
Chief Executive Officer

Exhibit 31.2

CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Michael J. Ragen, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Pactiv Evergreen Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 6, 2021

By: /s/ Michael J. Ragen

Michael J. Ragen

Chief Financial Officer / Chief Operating Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Pactiv Evergreen Inc (the "Company") on Form 10-Q for the period ending March 31, 2021 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Date: May 6, 2021

By: /s/ Michael King

Michael King
Chief Executive Officer

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Pactiv Evergreen Inc (the "Company") on Form 10-Q for the period ending March 31, 2021 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Date: May 6, 2021

By: /s/ Michael J. Ragen

Michael J. Ragen
Chief Financial Officer / Chief Operating Officer