

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

**FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

REYNOLDS CONSUMER PRODUCTS INC.
(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

2673
(Primary Standard Industrial
Classification Code Number)

45-3464426
(I.R.S. Employer
Identification Number)

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Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box.

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

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

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

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

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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

CALCULATION OF REGISTRATION FEE

Title Of Each Class Of Securities To Be Registered	Proposed Maximum Aggregate Offering Price(2)	Amount Of Registration Fee
Common stock, par value \$0.001 per share(1)	\$100,000,000	\$12,980

(1) Includes shares which the underwriters have the right to purchase to cover over-allotments.

(2) Estimated solely for the purpose of computing the amount of the registration fee pursuant to Rule 457 under the Securities Act of 1933.

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

SUBJECT TO COMPLETION, DATED NOVEMBER 15, 2019

PRELIMINARY PROSPECTUS



Shares

Reynolds Consumer Products Inc.

Common Stock

This is the initial public offering of shares of common stock of Reynolds Consumer Products Inc. Prior to this offering, there has been no public market for our common stock. We anticipate that the initial public offering price will be between \$ and \$ per share. We intend to apply to list our common stock on the Nasdaq Global Select Market ("Nasdaq") under the symbol "REYN."

Immediately prior to the closing of this offering, Packaging Finance Limited ("PFL") will be our only stockholder. Upon the closing of this offering, PFL will own a majority of the voting power of our common stock. As a result, upon closing of this offering, we will be a "controlled company" as defined under the corporate governance rules of Nasdaq. See "Principal Stockholders."

We have granted the underwriters a 30-day option to purchase up to additional shares of common stock from us at the initial public offering price, less the underwriting discounts and commissions.

Investing in our common stock involves risks. See "Risk Factors" on page 21.

	Price to Public	Underwriting Discounts and Commissions	Proceeds before expenses, to us(1)
Per Share.....	\$	\$	\$
Total	\$	\$	\$

(1) See "Underwriting (Conflicts of Interest)" for a description of all compensation payable to the underwriters.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The underwriters expect to deliver the shares on or about , 2019.

Credit Suisse Goldman Sachs & Co. LLC J.P. Morgan
Barclays Citigroup Evercore ISI RBC Capital Markets HSBC
Stifel SunTrust Robinson Humphrey

The date of this prospectus is , 2019

The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and we are not soliciting offers to buy these securities in any state where the offer or sale is not permitted.

HEFTY WASTE & STORAGE

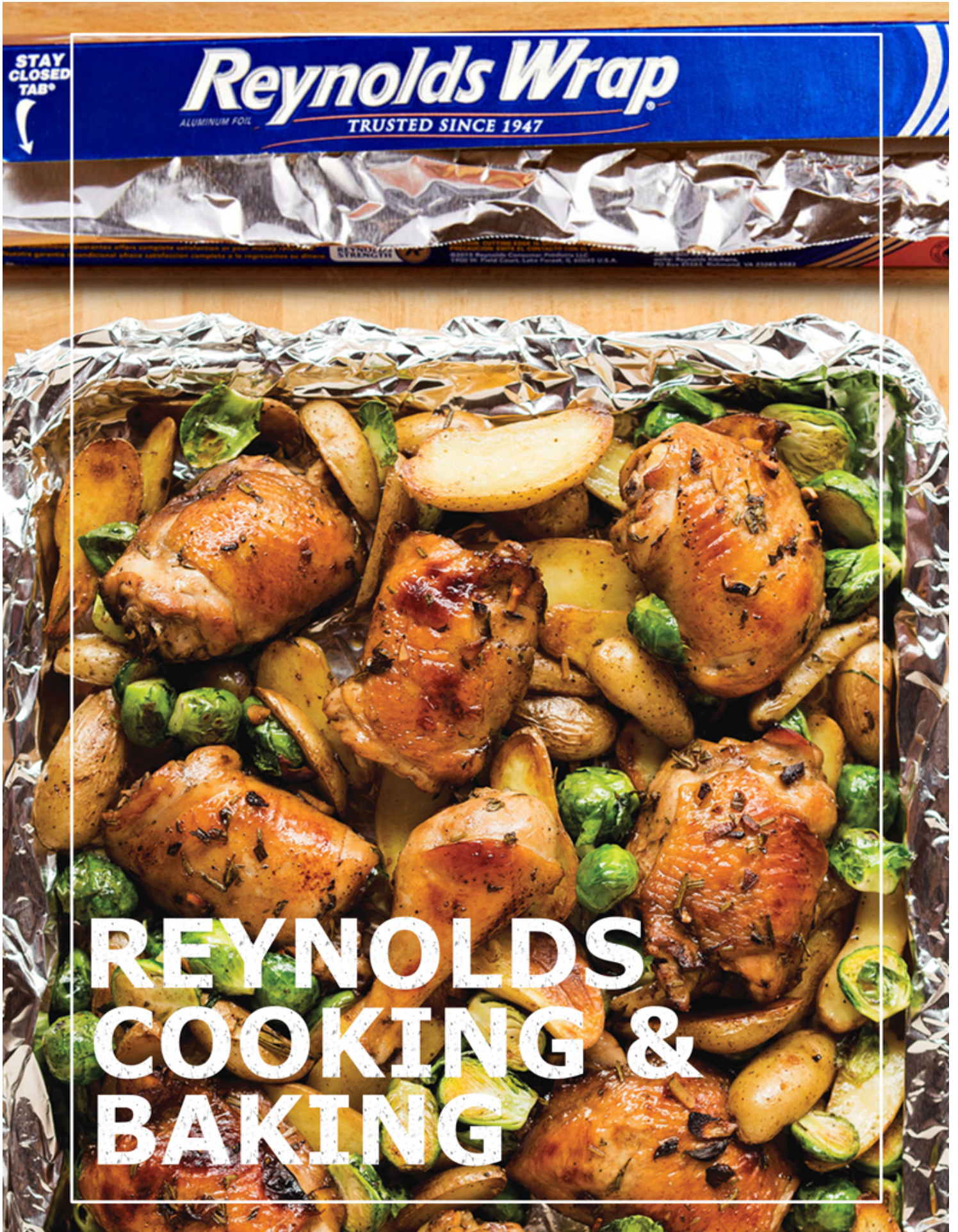


HEFTY TABLEWARE



PRESTO PRODUCTS





REYNOLDS COOKING & BAKING



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In this prospectus, “Reynolds Consumer Products,” “RCP,” the “Company,” “we,” “us” and “our” refer to (i) prior to the Corporate Reorganization, as defined below, the Reynolds Consumer Group business consisting of the combination of Reynolds Consumer Products Inc. and the operations, assets and liabilities comprising Reynolds Group Holdings Limited’s Reynolds Consumer Products segment as reflected in the combined financial statements included elsewhere in this prospectus; and (ii) after the Corporate Reorganization, Reynolds Consumer Products Inc. and its consolidated subsidiaries. We and the underwriters have not authorized anyone to provide any information or to make any representations other than those contained in this prospectus or in any free writing prospectuses we have prepared. We and the underwriters take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may provide you. We are offering to sell, and seeking offers to buy, shares of common stock only in jurisdictions where offers and sales are permitted. The information contained in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus or of any sale of the common stock.

No action is being taken in any jurisdiction outside the United States to permit a public offering of common stock. Persons who come into possession of this prospectus in jurisdictions outside the United States are required to inform themselves about and to observe any restriction as to this offering and the distribution of this prospectus applicable to those jurisdictions.

Market Share and Other Information

This prospectus includes industry and market data that we obtained from periodic industry publications, third-party studies and surveys, filings of public companies in our industry and internal company surveys. These include government and industry sources. Industry publications and surveys generally state that the information contained therein has been obtained from sources believed to be reliable. Although we believe the industry and market data to be reliable as of the date of this prospectus, this information could prove to be inaccurate. Industry and market data could be wrong because of the method by which sources obtained their data and because

information cannot always be verified with complete certainty due to the limits on the availability and reliability of raw data, the voluntary nature of the data gathering process and other limitations and uncertainties. In addition, we do not know all of the assumptions regarding general economic conditions or growth that were used in preparing the forecasts from the sources relied upon or cited herein.

Trademarks and Trade Names

We own or have rights to trademarks, service marks and trade names that we use in connection with the operation of our business. Other trademarks, service marks and trade names appearing in this prospectus are the property of their respective owners. Solely for convenience, some of the trademarks, service marks and trade names referred to in this prospectus are listed without the ® or ™ symbols, but we will assert, to the fullest extent under applicable law, our rights to our trademarks, service marks and trade names.

Presentation of Information

References to “fiscal year 2018,” “fiscal year 2017” and “fiscal year 2016” relate to our fiscal years ended December 31, 2018, 2017 and 2016, respectively. With the exception of the adoption of ASC 606 *Revenue from Contracts with Customers* as of January 1, 2018, the accounting policies set out in the annual combined financial statements included elsewhere in this prospectus have been consistently applied to all periods presented. We adopted the new revenue recognition standard on a modified retrospective basis for all contracts not completed as of the date of adoption, resulting in a \$5 million adjustment to Net Parent deficit. There was no other material financial impact from adopting the new revenue recognition standard. See Note 2—Summary of Significant Accounting Policies in our annual combined financial statements included elsewhere in this prospectus for an explanation of the impact of the adoption of ASC 606.

We have made rounding adjustments to some of the figures included in this prospectus. Accordingly, numerical figures shown as totals in some tables may not be an arithmetic aggregation of the figures that precede them. Unless otherwise indicated, all references to “U.S. dollars,” “dollars,” “U.S. \$” and “\$” in this prospectus are to the lawful currency of the United States of America.

Non-GAAP Financial Measures

This prospectus contains “non-GAAP financial measures,” which are financial measures that are not calculated and presented in accordance with U.S. generally accepted accounting principles (“GAAP”).

The Securities and Exchange Commission (“SEC”) has adopted rules to regulate the use in filings with the SEC and in other public disclosures of non-GAAP financial measures. These rules govern the manner in which non-GAAP financial measures are publicly presented and require, among other things:

- a presentation with equal or greater prominence of the most comparable financial measure or measures calculated and presented in accordance with GAAP; and
- a statement disclosing the purposes for which the registrant’s management uses the non-GAAP financial measure.

Specifically, we make use of the non-GAAP financial measure “Adjusted EBITDA” in evaluating our past results and future prospects. For the definition of Adjusted EBITDA and a reconciliation to net income, its most directly comparable financial measure presented in accordance with GAAP, see “Prospectus Summary—Summary Historical and Unaudited Pro Forma Combined Financial Data” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations—How We Assess the Performance of Our Business.”

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We present Adjusted EBITDA 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 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.

Adjusted EBITDA has limitations as an analytical tool, and you should not consider such a measure either in isolation or as a substitute for analyzing our results as reported under GAAP. Some of these limitations include the following:

- Adjusted EBITDA does not reflect every expenditure or contractual commitment;
- Adjusted EBITDA does not reflect changes in our working capital needs;
- Adjusted EBITDA does not reflect any interest expense, or the amounts necessary to service interest or principal payments on any debt obligations;
- Adjusted EBITDA does not reflect income tax expense;
- although depreciation and amortization are eliminated in the calculation of Adjusted EBITDA, the assets being depreciated and amortized will often have to be replaced in the future, and Adjusted EBITDA does not reflect any costs of such replacements;
- Adjusted EBITDA does not reflect the impact of earnings or charges resulting from matters we consider not to be indicative, on a recurring basis, of our ongoing operations; and
- other companies in our industry may calculate Adjusted EBITDA or similarly titled measures differently than we do, limiting their usefulness as comparative measures.

We compensate for these limitations by relying primarily on our GAAP results and using Adjusted EBITDA as supplemental information.

PROSPECTUS SUMMARY

This summary highlights information contained elsewhere in this prospectus. This summary may not contain all of the information that you should consider before deciding to invest in our common stock. You should read this entire prospectus carefully, including the “Risk Factors” and the “Management’s Discussion and Analysis of Financial Condition and Results of Operations” sections and our combined financial statements and the notes thereto included elsewhere in this prospectus.

Overview

Our mission is to simplify daily life so consumers can enjoy what matters most.

We are a market-leading consumer products company with a presence in 95% of households across the United States. We produce and sell products across three broad categories: cooking products, waste & storage products and tableware. We sell our products under iconic brands such as Reynolds® and Hefty® and also under store brands that are strategically important to our customers. Overall, across both our branded and store brand offerings, over 65% of our revenue for the year ended December 31, 2018 came from products where we hold the #1 U.S. market share position in the category, and in virtually all of our major product categories we hold either a #1 or #2 U.S. market share position by revenue. We have developed our market-leading position by investing in our product categories and consistently developing innovative products that meet the evolving needs and preferences of the modern consumer.

Our mix of branded and store brand products is a key competitive advantage that aligns our goal of growing the overall product category with our customers’ goals and positions us as a trusted strategic partner to our retailers. Our Reynolds and Hefty brands have preeminent positions in their categories and carry strong brand recognition in household aisles. The combination of our store brand offerings, the shared goal of category growth and indispensable support in marketing, innovation, branding and promotions has enabled us to achieve the position of category captain level advisor across 29 customers, which represent 73% of U.S. category sales, based on Nielsen all-commodity volume (“ACV”) in 2018.

Our leading brand portfolio

The logo for Reynolds Wrap, featuring the brand name in a white serif font on a dark blue background with three white curved lines to the right.The logo for Hefty, featuring the brand name in a bold, blue, sans-serif font with a white outline, set against a dark blue background.The logo for Reynolds KITCHENS, featuring the brand name in a white serif font on a dark blue background.The logo for DIAMOND, featuring the brand name in a bold, white, sans-serif font on a red background.The logo for ALCAN, featuring the brand name in a bold, white, sans-serif font on a dark blue background.

Our products are typically used in the homes of consumers of all demographics on a daily basis and meet the convenience-oriented preferences of today’s consumer across a broad range of household activities. We help make daily life easier by assisting with preparation, cooking, mealtime and cleanup and by providing convenient storage and indoor/outdoor disposal solutions. Our diverse product portfolio includes aluminum foil, disposable bakeware, trash bags, food storage bags and disposable tableware. Our products are known for their quality, which is recognized by our consumers and retail partners alike. Our consumers know they can rely on our trusted brands. These factors generate loyalty which empowers us to develop and launch new products that expand usage occasions and transition our portfolio into adjacent categories.

We have strong relationships with a diverse set of customers including leading grocery stores, mass merchants, warehouse clubs, discount chains, drug stores, home improvement stores, military outlets and eCommerce retailers. Our customer relationships have been built on a long history of trust. Our portfolio of branded and store brand products allows our retail partners to manage multiple household aisles with a single vendor. Many of our products have had a prominent position on the shelves of major retailers for decades and have become an integral part of household aisles. We believe our strong brand recognition and customer loyalty lead to robust product performance.

As a category captain level advisor for many of our retail partners, we provide the insights retailers require to grow entire product categories. We provide our customers with category management expertise, including assortment analytics and promotion strategies, which is supported by innovation and consumer-focused insights. We believe that championing our categories helps cement our retailer relationships and will drive growth across all of our product lines. This approach, combined with our leading products, capabilities and service, further differentiates us from our competitors.

While our products have been trusted for generations, we place significant emphasis on constantly improving them. Innovation is a key component of our corporate culture and we aim to continually evolve across our segments through both the introduction of new features on our existing product portfolio and the development of new product solutions. Our objective is to generate 20% of our revenue each year from new products introduced within the prior three years. All of our key product lines include newly developed innovative products such as our Hefty Ultra Strong™ trash bags, Reynolds KITCHENS® Slow Cooker Liners, Parchment Pop Up Sheets, 75% Unbleached Compostable Parchment Paper, Hefty branded party cups, store brand party cups and our Presto store brand square-shaped snack bags. We believe our commitment to innovation has driven our growth and is a key reason why consumers continue to choose our products.

We put safety first, treat people with respect and act ethically to operate a business that is sustainable for the long-term. We never compromise our values in the face of market forces and we remain committed to strong rules of governance. We strive to operate with respect for the environment, and we are committed to sustainability across three key areas: our product portfolio, supply chain and communities. We currently deliver sustainable solutions across all of our product lines and are focused on innovation that further develops the eco-friendly profile of our product portfolio.

We have an attractive financial profile with steady, organic revenue growth, robust margins and disciplined capital expenditures. These attributes allow us to generate significant free cash flow. In the year ended December 31, 2018, we generated \$3.1 billion in revenue, \$176 million in net income and \$647 million in Adjusted EBITDA. For the nine months ended September 30, 2019, we generated \$2.2 billion in revenue, \$135 million in net income and \$441 million in Adjusted EBITDA. Since 2014, our income from operations margin and Adjusted EBITDA margin have grown by 364 and 242 basis points to 16% and 21%, respectively, in the year ended December 31, 2018. We have driven margin expansion mainly through our consistent focus on improving operational efficiency, managing costs throughout the cycle and driving innovation. Our revenue, net income and Adjusted EBITDA in the year ended December 31, 2018 reflect compound annual growth rates (“CAGR”) of 2.2%, 110.3% and 5.5%, respectively, since 2014. In the year ended December 31, 2018, we generated \$530 million of net cash provided by operating activities and spent \$82 million on capital expenditures. See “—Summary Historical and Unaudited Pro Forma Combined Financial Data” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations—How We Assess the Performance of Our Business” for a reconciliation of Adjusted EBITDA to net income.

Our 'Reyvolution' Culture

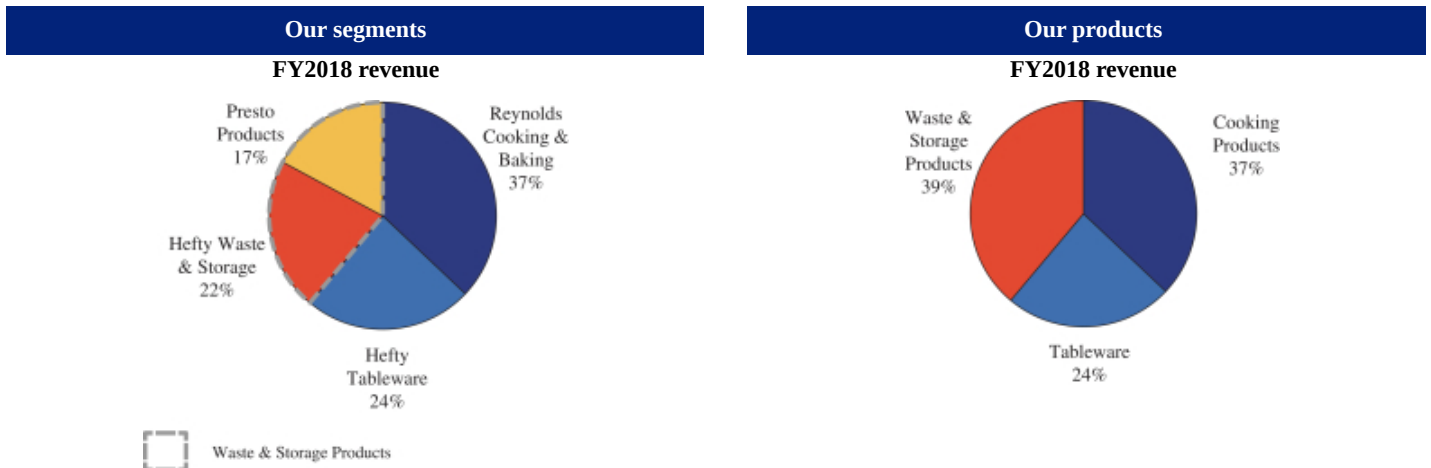
We have a unique corporate culture that aims to continually reinvent and optimize our business. We have formalized our approach into an ethos we refer to as 'Reyvolution.' Reyvolution is an all-encompassing way of thinking, planning and evaluating our operations to accelerate future growth through product innovation, process automation and cost reduction. Through this disciplined process and mindset, we aim to drive revenue growth, market share increases and margin expansion. We are focused on long-term planning and goal-setting strategies as well as our near term operating results. We believe it is critical to embrace new technology and, through this program, we have made significant investment across our business to accelerate optimization opportunities. Reyvolution is focused on four key areas:

- **Growth**—support our products and customers through a holistic approach to our categories
- **Innovation**—reinforce our existing product portfolio with new and on-trend products
- **Cost reduction**—optimize our processes to drive increased profitability
- **Automation**—continuously refine our manufacturing base to increase efficiency

Reyvolution includes a collective, cross-functional effort to drive growth across our business. This systematic program includes collaborative partnerships across our business units, monthly meetings with top executives and rigorous measurement of initiatives and progress against internal benchmarks. The program has yielded significant results both on the top and bottom line. For the two year period ended December 31, 2018, the impact of Reyvolution was approximately \$176 million of Adjusted EBITDA benefit. Of the total, \$126 million was generated through cost savings across our businesses, with \$50 million of Adjusted EBITDA being generated through revenue initiatives. Our Reyvolution strategic initiatives also include internal goals for innovation. Our objective is to generate 20% of our revenue each year from new products introduced within the prior three years. In fiscal year 2018, 21% of our revenue was generated from products that were less than three years old. Reyvolution will continue to impact everything we do on a daily basis.

Our Segments and Products

The pie charts below show the breakdown of our revenue for the fiscal year ended December 31, 2018 by our segments and products.



Our Segments






















We manage our operations in four reportable segments: Reynolds Cooking & Baking, Hefty Waste & Storage, Hefty Tableware and Presto Products.

- **Reynolds Cooking & Baking:** Our namesake Reynolds Cooking & Baking segment (“Reynolds Cooking & Baking”) generated \$1.2 billion in revenue and \$234 million in Adjusted EBITDA (a 20% Adjusted EBITDA margin) for the year ended December 31, 2018 and has grown its revenue at a 4.7% CAGR from 2016 to 2018. Through our Reynolds Cooking & Baking segment, we produce branded and store brand foil, disposable aluminum pans, parchment paper, freezer paper, wax paper, plastic wrap, baking cups, oven bags and slow cooker liners. Our branded products are sold under the Reynolds Wrap[®], Reynolds KITCHENS and E-Z Foil[®] brands in the United States and selected international markets, under the ALCAN[®] brand in Canada and under the Diamond[®] brand outside of North America. With our flagship Reynolds Wrap products, we hold the #1 market position in the U.S. consumer foil market measured by revenue and volume. We have no significant branded competitor in this market. Reynolds is one of the most recognized household brands in the United States and has been the top trusted brand in the consumer foil market for over 70 years, with greater than 50% market share in virtually all of its categories. This sustained leadership provides us with a platform for continued product innovation and expansion into adjacent categories. Reynolds Wrap has been one of the most trusted household brands in the United States since 1947, and Reynolds has aided brand awareness of 98%, according to a 2015 brand awareness study.
- **Hefty Waste & Storage:** Our Hefty Waste & Storage segment (“Hefty”) generated \$696 million in revenue and \$172 million in Adjusted EBITDA (a 25% Adjusted EBITDA margin) for the year ended December 31, 2018 and has grown its revenue at a 2.2% CAGR from 2016 to 2018. Through our Hefty segment, we produce both branded and store brand trash and food storage bags. Our products are sold under the Hefty Ultra Strong, Hefty Strong Trash Bags, Hefty Renew and Hefty Slider Bags brands. Hefty is a well-recognized leader in the food storage bag and trash bag categories. We have the #1 market share in U.S. outdoor trash bags. Our robust product portfolio includes a full suite of indoor and outdoor and contractor bags. It also includes sustainable solutions such as blue and clear recycling bags, compostable bags, bags made from recycled materials and the Hefty EnergyBag[®] Program.
- **Hefty Tableware:** Our Hefty Tableware segment (“Tableware”) generated \$757 million in revenue and \$168 million in Adjusted EBITDA (a 22% Adjusted EBITDA margin) for the year ended December 31, 2018 and has grown its revenue at a 3.3% CAGR from 2016 to 2018. Through our Tableware segment, we sell both branded and store brand disposable and compostable plates, bowls, platters, cups and cutlery. Our Hefty branded products include dishes and party cups. Hefty branded party cups were the #1 party cup in America by market share as of September 28, 2019. Our branded products use our Hefty brand to represent both quality and great price, and we bring this same quality and value promise to all of our store brands as well. We sell across a broad range of materials and price points in all retail channels, allowing our consumers to select the product that best suits their price, function and aesthetic needs.
- **Presto Products:** Our Presto Products segment (“Presto”) generated \$539 million in revenue and \$85 million in Adjusted EBITDA (a 16% Adjusted EBITDA margin) for the year ended December 31, 2018 and has grown its revenue at a 2.7% CAGR from 2016 to 2018. Through our Presto segment, we primarily sell store brand products in four main categories: food storage bags, trash bags, reusable storage containers and plastic wrap. Presto is a market leader in food storage bags and differentiates itself by providing access to category management, consumer insights, marketing, merchandising and R&D resources. As a result, through Presto we had a 57% share of the U.S. store brand food storage bag category and a 26% share of the total category as of September 28, 2019. Our store brand products are national brand equivalent (or better) and we offer consumer-desired features, including compostable bags and products made with plant-based and recycled materials. Our Presto segment also includes our

growing specialty business, which serves other consumer products companies by providing Fresh-Lock® and Slide-Rite® resealable closure systems. We have extended our innovative product technology from our food storage bag products and are growing it through this unique channel.

Our Products

Our portfolio consists of three main product groups: waste & storage products, cooking products and tableware. All of our key product lines include newly developed innovative products. We have the #1 branded market share in product categories that comprised over 65% of our total revenue in fiscal year 2018. We are also a leading store brand supplier in many of the same categories.

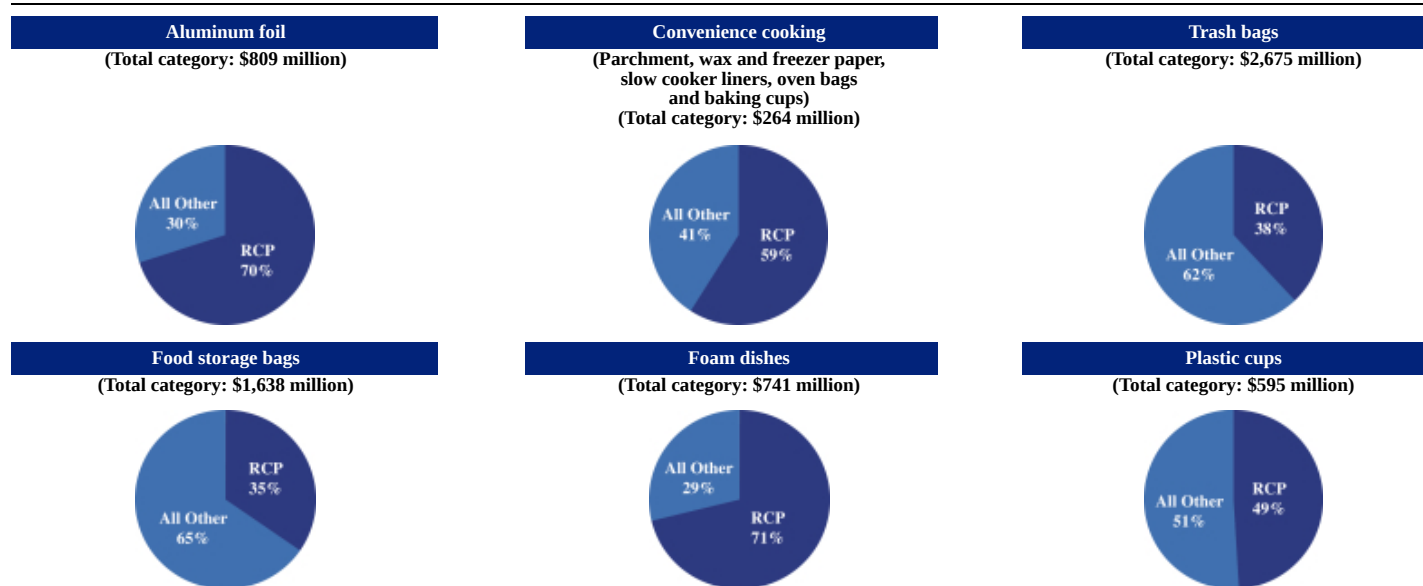
Our key product categories			
	Waste & storage products	Cooking products	Tableware
FY18 revenue (in millions)	\$1,226	\$1,159	\$757
FY16—FY18 revenue CAGR	2.5%	4.7%	3.3%
Brands			
Products	 Indoor bags  Outdoor bags  Sustainable bags  Slider storage bags  Press-to-close storage bags  Reusable storage containers	 Aluminum foil  Aluminum bakeware  Parchment paper  Slow cooker liners  Oven bags  Freezer paper  Wax paper	 Party cups  Tableware  Sustainable tableware  Platters  Cutlery

Our Competitive Strengths

Leading market positions in attractive consumer categories reinforced by well-recognized, iconic brands that resonate with consumers

We hold the #1 or #2 market position by revenue in virtually all of our product categories and are well positioned to capitalize on their growth. Over 65% of our revenue comes from products that are #1 in their respective categories. We invest in both our branded and store brand products, which allows us to focus on growing the entire product category. We have preeminent market positions across both branded and store brand products with total market share of 44% across all of our major product categories for the 52 weeks ended September 28, 2019.

Leading market share in core categories across both branded and store brand (% total combined market share for the 52 weeks ended September 28, 2019)

























Source: Nielsen xAOC last 52 weeks ended September 28, 2019.

We participate in large and growing consumer product categories, with an average growth rate of 3.4% year-over-year from the 52 weeks ended September 29, 2018 to the 52 weeks ended September 28, 2019. Our categories continue to experience consistent growth, with foil and food storage bags growing at 4.6% and 2.0%, respectively, year-over-year from the 52 weeks ended September 29, 2018 to the 52 weeks ended September 28, 2019. Our categories are supported by strong demographic profiles, consumer demand for convenience and evolving consumer needs. We continue to drive category growth through our innovation driven new product development and relationships with leading retailers.

Our iconic brands, such as Reynolds and Hefty, have developed strong brand recognition within their categories. Our brands are recognized across all demographics and generations for their quality, strength and reliability. Reynolds Wrap has been one of the top trusted household brands in the United States since 1947. According to a 2015 brand awareness study, Reynolds Wrap has aided brand awareness of 98%. Additionally, Hefty has aided brand awareness of 95%, according to a 2017 brand awareness study.

Our brands have #1 positions across nearly all our categories

Category	Brand	Position	Brand share of total category
Aluminum foil (U.S.)			64%
Aluminum foil (Canada)			72%
Parchment paper			51%
Wax paper			59%
Slow cooker liners			77%
Oven bags			93%
Freezer paper			94%
Slider bags			34%
Party cups			22%
Foam dishes			43%
Trash bags			20%

Source: Nielsen xAOC last 52 weeks ended September 28, 2019.

Long-term strategic relationships with a diverse set of leading customers

Our customer relationships across leading grocery stores, mass merchants, warehouse clubs, discount chains, drug stores, home improvement stores, military outlets and eCommerce retailers are based on a long history of trust. With many of our customers, we have maintained an ongoing relationship since the inception of our Reynolds brand over 70 years ago. Our experienced sales force, which averages over 10 years of experience at RCP, and the superb service we provide our customers drive our superior levels of ongoing customer satisfaction. The majority of our products are made in the United States, and our strategically located national manufacturing footprint provides logistics advantages and certainty of supply for our retail partners. Our short supply chain relative to competitors and the vendor-managed inventory we offer our major customers are highly valued by our customers because it reduces the inventory they have to carry and limits product shortages.

We have over 70 years of technical knowledge about our products. We deploy this experience across our business segments to deliver custom innovation solutions. This, together with our low cost manufacturing capabilities and consistent product quality, enables us to provide our customers with a compelling value

proposition. For example, in addition to our renowned branded products, our store brand products are subject to the same high degree of quality control as branded products and as a result consistently receive a “Pass” rating when tested against the national brands at third-party laboratories.

We work to make not only our individual products successful but also to provide our retail partners with the insights and recommendations they need to grow entire product categories. We provide our retailers with category management expertise that is supported by innovation and consumer focused insights and includes assortment and promotion strategies. Our ability to provide best-in-class shopper insights directly results in stronger customer loyalty.

We believe these value-added services differentiate us from our competitors and strengthen our customer relationships. This is evidenced by our relationships with our largest retail customers, who we partner with to sell our branded products and to produce their store brand products.

Demonstrated track record of new product development

We have a strong track record of innovation, focused on the addition of innovative features to our existing products and the development of new products that address consumers’ unmet needs. Additionally, we strive to further enhance our core product portfolio. We are able to identify emerging consumer trends through our extensive consumer insights, allowing us to develop products with the features and functions that consumers are looking for. We believe we were the first to introduce a food storage bag, the first to introduce a slider closure on food storage bags, the first to introduce the drawstring trash bag, the first to introduce the “gripper” feature on trash bags, the first to add an unscented odor block feature to trash bags and the first to add non-stick coating to aluminum foil. We have a robust track record of developing and launching successful new products.

Hefty Ultra Strong	Reynolds KITCHENS Slow Cooker Liners	Store brand square snack bags
 <ul style="list-style-type: none">• Addresses top consumer dissatisfactions such as odors, drawstring breaks and bag tears• Utilizes Arm & Hammer® patented odor neutralizer for revitalized scents• Uses active tear-resistant technology and higher grade resin for stronger bags and improved performance	 <ul style="list-style-type: none">• Addresses key pain point of soaking/scrubbing the slow cooker• BPA-free product that offers convenience for household meal preparation• Provides fast and easy clean up in seconds	 <ul style="list-style-type: none">• Addresses consumer need for taller bags that can fit a larger assortment of snacks in terms of size and shape• Unique square shape that is easier to fill and close and offers more optionality than rectangular bags• Multipurpose storage that seals in flavor and freshness for food items

We have invested considerable resources to develop proprietary products and efficient manufacturing capabilities and we actively protect our intellectual property. We have a significant number of registered patents and registered trademarks, including Reynolds and Hefty, as well as several copyrights, which, along with our trade secrets and manufacturing know-how, help support our ability to add value within the market and sustain our competitive advantages. We also look to partner with both our suppliers and customers to drive innovation through the entire supply chain.

As sustainability becomes more central to the consumer's purchasing decision, we remain focused on developing new eco-friendly products, and we are continuously investing in our capabilities to improve our ability to utilize recycled materials. We currently have environmentally friendly options across the vast majority of our product categories, such as compostable trash bags and store brand bags made from plant-based resins and recyclable materials. We have a strong pipeline of new products in development, many of which are part of our broader sustainability initiatives.

Innovation is a significant component of our culture and is further instilled through Reyvolution. We have devoted significant resources towards this endeavor and believe that our highly experienced R&D teams will remain on the cutting edge.

Well-invested manufacturing footprint that serves as a competitive moat

We have a robust and well invested manufacturing footprint which includes 17 manufacturing facilities and over 5,000 employees. Our facilities are strategically located across the United States and Canada, and the majority of our products are proudly made in the United States. Our low-cost and efficient manufacturing facilities enable us to optimize distribution, minimize lead times and reduce freight costs. This significant production base, built over decades, positions us well versus our competitive peer set. We estimate that it would require more than \$2.5 billion to replicate our manufacturing assets, and we believe it would be exceedingly difficult to replicate our proprietary manufacturing know-how and in-house developed technology that enable us to run our facilities faster, with greater automation and with higher quality control. Our unique manufacturing capabilities enable us to produce a broad selection of differentiated products that help drive growth while providing a substantial barrier to entry.

Through Reyvolution, we are focused on lean manufacturing initiatives to reduce material usage, improve uptime and increase productivity across every site. We are heavily automated today and are committed to further investments in automation, including recent initiatives focused on the automation of repetitive manual tasks to increase operating efficiency and consistency, while protecting ourselves from labor fluctuations. Our automation processes and proprietary manufacturing technologies are difficult for competitors to replicate.

Our operations have significant scale and substantial vertical integration, which provides us with competitive advantages. Our substantial vertical integration gives us increased independence from suppliers and the ability to control costs more efficiently. It also partially insulates us from import volatility. We have a robust network of suppliers allowing us to be nimble in our input material purchasing.

Attractive financial performance with strong free cash flow generation

We have an attractive financial profile with steady organic revenue growth, strong margins and disciplined capital expenditures. These attributes allow us to generate robust free cash flow.

Since 2014, our income from operations margin and Adjusted EBITDA margin have grown by 364 and 242 basis points to 16% and 21%, respectively, in the year ended December 31, 2018. We have driven margin expansion mainly by managing costs, increasing our volumes and manufacturing efficiency and driving innovation. We are able to deliver attractive Adjusted EBITDA margins due to the high value-added nature of our products. We defend our margin position through innovation driven growth, cost savings and effective purchasing. The vertically integrated nature of our business provides further insulation for our margin profile.

We plan to continue leveraging Reyvolution to deliver incremental operational productivity savings, improve our business mix and increase the effectiveness of our sales force. Historically our business has relatively low capital expenditure requirements, averaging \$60 million per year over the past three fiscal years, which drives our high rate of free cash flow conversion. We plan to continue to manage our costs, working capital and capital expenditures to deliver strong free cash flow.

Commitment to sustainability and values

We put safety first, treat people with respect and operate ethically to help ensure that we manage our business on a sound long-term foundation. We never compromise our values, regardless of market forces, and we remain committed to strong rules of governance. We manage our business for long-term results, as evidenced by the robust Reyvolution initiative pipeline across all facets of our business. We believe corporate responsibility is the obligation of all employees. Our management team is committed to maintaining our culture, which has been an important component of our success.

We strive to operate with respect for the environment and are committed to sustainability across three key areas: our product portfolio, supply chain and communities. We engage with our employees and partner with our customers to explore sustainability topics like plant and distribution route efficiency. We participate at the forefront of emerging municipal programs that generate new community based solutions and also end-to-end recycling solutions with our Hefty EnergyBag Program in partnership with a key supplier. We are longstanding members of the Sustainable Packaging Coalition®, an industry working group dedicated to a more robust environmental vision for packaging, and the Forest Stewardship Council through their voluntary program for responsible forest management. We are committed to using recycled, renewable, recyclable, compostable and other sustainable materials in our products, which drives our product-oriented sustainability initiatives. Currently, 33% of the products that we sell in the United States are recyclable.

Management team with a strong track record of innovation-driven growth

We have a deep bench of talented managers led by Lance Mitchell, our President and Chief Executive Officer, who has over 35 years of industry experience. Both our CEO and CFO have played a pivotal role in the successful integration of the Reynolds and Hefty businesses. We have continued to assemble a leading team through strategic hires and have expanded our organizational capabilities in new product development. Through the lens of Reyvolution, our management team is focused on their vision for RCP, which includes a culture of innovation, excelling at quality and service, creating products people love and constantly evolving the business. Our management team's key accomplishments include integrating, developing and growing a company with a strong ethics-driven and safety-focused culture while still achieving best-in-class market share and strong financial results. In addition, we attribute our lower than industry standard turnover rates to our collaborative, trustworthy company culture and our unwavering commitment to safety and to our people. Our strong management team is well positioned to effectively manage the business into the future with a depth of talented and dedicated employees already primed to lead the next generation of RCP.

Our Business Strategies

Key elements of our business strategy include:

Champion our categories and grow with our customers

We participate in large consumer categories with strong household penetration. Our combined branded and store brand share is significant in our categories. Our products appeal to consumers of all demographics and have a multitude of usage occasions. Our scale across household aisles and ability to offer trusted branded and store brand products enable us to grow the overall category and has earned us the opportunity to provide category captain level advisor insights at the majority of our retail partners. Our respected and trusted category managers provide our customers with category management expertise, insight and analytics to help them drive consumer traffic and spending. Through marketing and consumer education strategies, both inside the store and out, we expand usage occasions and stimulate consumption. Our new product innovation drives incremental growth within our categories. These factors and our focus on offering a high quality portfolio of branded and store brand products provide tremendous value to our retailers versus our competition.

Continued investment behind our market-leading brand portfolio

We have iconic brands and a proven ability to innovate, which enable us to approach adjacencies strategically and enhance our brand relevance with consumers. We plan to continue our investment in marketing and advertising to grow the revenues of our product offerings and the categories in which they participate. Our innovative approach to advertising, and early adoption of new channels such as digital, social media and experiential events, have addressed the full range of consumer constituents and resulted in powerful penetration growth, market share growth and increased usage occasions, even in some of our more mature categories. For example, we have worked closely with advertisers to integrate aluminum foil, parchment paper, slow cooker liners and oven bags into recipes, which has resulted in over 40,000 integrated online recipes which offer simplified solutions in the kitchen. Additionally, our successful Hefty advertising campaigns have driven a 5% market share growth in the trash bag category over the last four years. We have a strong competency in measuring, monitoring and improving the efficiency of our marketing spending through internal proprietary analytical techniques. We believe there is a significant opportunity to use our existing brand equity and expand into adjacent categories.

Strengthen presence across distribution channels

In addition to traditional grocery, we believe there is significant opportunity to expand within the club, home improvement, dollar-store and eCommerce channels across our full product portfolio. Building on Hefty's brand dominance in large trash bags, we have provided new consumer insights to the home improvement and club channels, which have generated growth and new distribution. For example, the introduction of the new Hefty Load 'n Carry product in the home improvement channel has energized Hefty's relationships with DIYers and generated significant interest from these retail partners. Additionally, we see opportunity for our Reynolds products in the home improvement and club channels, with recent new customer wins and stock keeping unit ("SKU") expansion driving future growth.

eCommerce penetration is expected to increase, due to the convenience of online ordering and subscription delivery, particularly for easy-to-ship household product categories. Given our strong relationship with online retailers, we are well-positioned to compete profitably and gain share in this growing channel. We provide both branded and private brand products through this channel to address the consumer's need for convenience and value. Furthering our eCommerce strategy, we recently launched a full line of store brand aluminum foil, trash bags and food storage bags as the exclusive supplier to the eCommerce leader. Additionally, most of our products are compatible with the eCommerce channel because they are shelf stable and efficient to transport. The recurring nature of consumer purchase cycles for our products positions us well to capitalize on continued growth of grocery pickup and subscription services.

Finally, given our brand strength, technical expertise and the extensive use of products within our categories around the world, we see opportunities to selectively expand internationally. We currently sell to 54 countries around the world; however, this currently represents a small percentage of our annual revenue. During fiscal year 2018, North America represented 99% of our total sales. We estimate our addressable market outside the United States and Canada to be approximately \$7.3 billion.

Drive growth through new and innovative products

We are an innovation driven company, and through Reyvolution, new product development plays a significant role in our growth strategy. Our innovation capabilities, combined with our investments in consumer-focused market research, will allow us to continue our track record of successful new product launches. We proactively collaborate with our retail partners on customized product innovation. Our product innovation pipeline focuses on use occasions including meals and snacks on-the-go as well as sustainability and the needs of

the millennial consumer. Our objective is to generate 20% of our revenue each year from new products introduced within the prior three years. In fiscal year 2018, 21% of our revenue was generated from products that were less than three years old.

More recently, through Hefty, we launched a new Ultra Strong product line that takes advantage of our triple action technology, which Nielsen awarded the 2018 Innovation Award (one of only 25 nationally). Our Reynolds KITCHENS Parchment Pop Up Sheets and Presto store brand square-shaped snack bags have been great successes with consumers, providing products better aligned with usage needs than the existing options on the shelf. Furthermore, Hefty sliders storage bags with the Stand & Fill feature, launched in 2019, are preferred over the competition by 73% of consumers.

We have focused much of our innovation efforts around sustainability, and we offer a broad line of products that are better for the planet. We are focusing on products made with recycled, renewable, recyclable and compostable materials. For example, we recently launched 75% Unbleached Compostable Parchment Paper and redesigned our Hefty party cups to reduce the plastic by 10% while maintaining strength.

Systematically improve operational efficiency and reduce cost

We have cultivated a continuous improvement mindset oriented towards cost reduction, productivity improvements and lean manufacturing. We are focused on improving the ways in which we develop and manufacture products with data-driven decision making and robust lean business principles. Deep manufacturing expertise across our portfolio provides us with trade secret manufacturing know-how that delivers technical advantages and a low-cost competitive position. Our scale enables us to purchase inputs efficiently and increases our purchasing flexibility. We have implemented a simplified go-to-market strategy that fully leverages our customer relationships and scale and reduces overhead. We also continue to invest in automating repetitive manual tasks to increase operating efficiency and consistency, while reducing our exposure to labor fluctuations. We use digital capabilities to significantly improve our operational efficiency and effectiveness. We have launched an “intelligent factory program” to establish an integrated, data-driven culture that transforms our operations through digitally-connected people, assets and processes.

Drive shareholder returns through balanced capital allocation

We believe our strong free cash flow enables us to invest in and grow our business organically, reduce our indebtedness and pursue strategic M&A to create value for our stockholders. We also expect to return capital to our stockholders through regular dividend payments. We expect to pay a regular quarterly cash dividend on our common stock of \$ per share beginning in the quarter of fiscal year 20 , subject to declaration by our board of directors. See “Dividend Policy” for additional details.

Summary Risk Factors

Investing in our stock involves risks. These risks include, among others, those related to:

- changes in consumer preferences, lifestyle and environmental concerns;
- relationships with our major customers, consolidation of our customer bases and loss of a significant customer;
- competition and pricing pressures;
- loss of any of our key manufacturing facilities;
- our suppliers of raw materials and any interruption in our supply of raw materials;

- costs of raw materials, energy and freight, including the impact of tariffs, trade sanctions and similar matters affecting our importation of certain raw materials;
- our ability to develop and maintain brands that are critical to our success;
- economic downturns in our target markets; and
- difficulty meeting our sales growth objectives and innovation goals.

Before you invest in our stock, you should carefully consider all the information in this prospectus, including matters set forth under the heading “Risk Factors” beginning on page 21.

Our Corporate Information

Reynolds Consumer Products Inc. (“RCPI”) was incorporated in the state of Delaware under the name RenPac Holdings Inc. on September 29, 2011. On June 26, 2019, RenPac Holdings Inc. changed its name to Reynolds Consumer Products Inc.

Our principal executive offices are located at 1900 W. Field Court Lake Forest, Illinois, 60045 and our telephone number is (800) 879-5067. Our website is www.reynoldsconsumerproducts.com. Our website and the information contained therein or connected thereto are not incorporated into this prospectus or the registration statement of which it forms a part.

PFL, a company incorporated pursuant to the laws of New Zealand, will be our only stockholder immediately prior to the closing of this offering. PFL is a wholly-owned subsidiary of Packaging Holdings Limited (“PHL”), a company incorporated pursuant to the laws of New Zealand and wholly-owned by Mr. Graeme Hart. PFL is also the sole shareholder of Reynolds Group Holdings Limited (“RGHL” and together with its subsidiaries, “RGHL Group”). Rank Group Limited (“Rank”), a company incorporated pursuant to the laws of New Zealand, is Mr. Graeme Hart’s principal operating entity. For more information on our relationship with PFL, RGHL Group, Rank and Mr. Graeme Hart, see “Certain Relationships and Related Party Transactions” and “Principal Stockholders.”

Upon closing of this offering, PFL will own, and control the voting power of, approximately % of our outstanding shares of common stock (or approximately % if the underwriters’ option to purchase additional shares of common stock is exercised in full). Upon closing of this offering, we will be a “controlled company” as defined under the corporate governance rules of Nasdaq. As a result, PFL will be able to exercise control over all matters requiring approval by our stockholders, including the election of our directors and approval of significant corporate transactions. PFL’s controlling interest may discourage or prevent a change in control of our company that other holders of our common stock may favor. See “Risk Factors—Risks Relating to Our Relationship with RGHL Group, PFL and Rank—We will be a “controlled company” within the meaning of the rules of Nasdaq and, as a result, will qualify for, and intend to rely on, exemptions from certain corporate governance requirements. You will not have the same protections afforded to stockholders of companies that are subject to such requirements.”

Prior to the closing of this offering, we will consummate the following transactions:

- the legal entity reorganization of our companies so that they are all under a single parent entity, RCPI;
- the execution of a transition services agreement with Reynolds Group Holdings Inc. (“RGHI”) (“RGHI TSA”), whereby RGHL Group will continue to provide certain administrative services to us, and we will provide certain services to RGHL Group, in each case for up to 24 months, which is described in greater detail in “Certain Relationships and Related Party Transactions;”

- the execution of plant and asset transfer agreements (and related support agreements), manufacturing and supply agreements and certain other agreements to be entered into with RGHL Group that document and/or amend ongoing commercial arrangements that we have with RGHL Group, all of which are described in greater detail in “Certain Relationships and Related Party Transactions;”
- the execution of a transition services agreement with Rank (“Rank TSA”) whereby, upon our request, Rank will provide certain administrative services to us for up to 24 months, which is described in greater detail in “Certain Relationships and Related Party Transactions;”
- the reallocation to an entity within RGHL Group of our portion of outstanding borrowings under RGHL Group’s credit agreement (“RGHL Group Credit Agreement”) and our subsequent legal release from the RGHL Group Credit Agreement and the legal release from the guarantees of all the senior notes issued by entities of RGHL Group;
- the repurchase, for cash, of the U.S. trade receivables that we previously sold through RGHL Group’s securitization facility that are outstanding as of the time of the repurchase of such trade receivables;
- the reclassification of RGHL Group’s historical net investment in us to additional paid-in capital and the establishment of share capital consisting of shares of common stock;
- the consummation of a stock split pursuant to which each share of our outstanding common stock will be exchanged into _____ shares of common stock (“Stock Split”);
- entering into our new external debt facilities (“New Credit Facilities”), which will consist of a \$ _____ million senior secured term loan facility (“New Term Loan Facility”) and a \$ _____ million senior secured revolving credit facility (“New Revolving Facility”), each of which is described in greater detail in “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Sources of Liquidity.” We intend to use the net proceeds of the New Term Loan Facility to settle certain related party borrowings, including amounts arising as part of the Corporate Reorganization (as defined below) prior to this offering. The New Revolving Facility is expected to be undrawn upon the closing of this offering;
- the incurrence of debt in an amount equal to the net proceeds from this offering under a one-day settlement facility (“IPO Settlement Facility”). The IPO Settlement Facility, which is described in greater detail in “Use of Proceeds,” will be funded on the date of, and immediately prior to the closing of, this offering and will be repaid and terminated with the net proceeds from this offering;
- the repayment of certain related party borrowings owing to RGHL Group and the capitalization, as additional paid-in capital without the issuance of any additional shares, of the remaining balance of the related party borrowings owing to RGHL Group; and
- the reorganization of our equity holdings such that RGHL Group will transfer its interests in us to PFL and, as such, PFL’s ownership of our common stock will be held outside the group of entities that will represent RGHL Group after this offering.

We refer to the foregoing transactions we will consummate prior to the closing of this offering collectively as the “Corporate Reorganization.”

THE OFFERING

This summary highlights information presented in greater detail elsewhere in this prospectus. This summary is not complete and does not contain all the information you should consider before investing in our common stock. You should carefully read this entire prospectus before investing in our common stock including the “Risk Factors” section and our combined financial statements and notes thereto.

Common stock offered shares

Common stock to be outstanding after this offering shares

Option to purchase additional shares of common stock shares

Use of proceeds We estimate that the net proceeds to us from this offering will be approximately \$ million, or approximately \$ million if the underwriters exercise their option to purchase additional shares of common stock in full, assuming an initial public offering price of \$ per share (the midpoint of the range set forth on the cover page of this prospectus), after deducting estimated underwriting discounts and commissions and estimated offering expenses. Each \$1 increase (decrease) in the public offering price per share would increase (decrease) our net proceeds, after deducting estimated underwriting discounts and commissions, by \$ million (assuming no exercise of the underwriters’ option to purchase additional shares of common stock). We intend to use the net proceeds from this offering to repay amounts owed under the IPO Settlement Facility incurred as part of the Corporate Reorganization. See “Use of Proceeds.”

Conflicts of Interest An affiliate of Goldman Sachs & Co. LLC, which is an underwriter in this offering, is the lender under the IPO Settlement Facility. The net proceeds from this offering will be used to repay the IPO Settlement Facility. Because of the manner in which the proceeds will be used, this offering will be conducted in accordance with Financial Industry Regulatory Authority, Inc., or FINRA, Rule 5121. This rule requires, among other things, that a qualified independent underwriter has participated in the preparation of, and has exercised the usual standards of “due diligence” with respect to, this prospectus and the registration statement of which this prospectus forms a part. Credit Suisse Securities (USA) LLC has agreed to act as qualified independent underwriter for the offering and to undertake the legal responsibilities and liabilities of an underwriter under the Securities Act, specifically including those inherent in Section 11 of the Securities Act. We will agree to indemnify Credit Suisse Securities (USA) LLC against liabilities incurred in connection with acting as qualified independent underwriter, including liabilities under the Securities Act. Moreover, Goldman Sachs & Co. LLC is not permitted to sell common stock in this offering to an account over which it exercises discretionary authority without the prior specific

written approval of the account holder. See “Underwriting (Conflicts of Interest).”

Concentration of ownership

Upon closing of this offering, PFL will own a majority of the voting power of our common stock. We currently intend to avail ourselves of the “controlled company” exemption under the corporate governance rules of Nasdaq.

Dividend policy

Following closing of this offering and subject to legally available funds, we intend to pay quarterly cash dividends on our common stock initially equal to \$ per share, commencing with the fiscal quarter of 20 .

The declaration, amount and payment of any dividends will be at the sole discretion of our board of directors and subject to certain considerations. See “Dividend Policy.”

Listing

We intend to apply to list our common stock on Nasdaq under the trading symbol “REYN.”

The number of shares of our common stock to be outstanding after this offering:

- is based on shares of common stock outstanding prior to this offering (after giving effect to the Corporate Reorganization);
- includes shares of common stock (based on the midpoint of the price range set forth on the cover of this prospectus) to be issued upon the closing of this offering to persons, including our senior management, pursuant to retention agreements entered into with such persons (“IPO Grants”). These IPO Grants will be issued as restricted stock units, vesting ratably on an annual basis over a three-year period, commencing on the first anniversary of the closing date of this offering;
- excludes shares of common stock reserved for future issuance under our 2020 incentive award plan; and
- excludes the issuance of up to shares of common stock which the underwriters have the option to purchase from us solely to cover over-allotments. If the underwriters exercise their option to purchase additional shares in full, shares of common stock will be outstanding after this offering.

Unless we specifically state otherwise, all information in this prospectus, (1) except for our historical combined financial statements included elsewhere in this prospectus, assumes the consummation of the Corporate Reorganization immediately prior to the closing of this offering and (2) assumes no exercise of the underwriters’ option to purchase additional shares of common stock solely to cover overallotments.

SUMMARY HISTORICAL AND UNAUDITED PRO FORMA COMBINED FINANCIAL DATA

Set forth below are summary historical financial and other data. The combined balance sheet data as of December 31, 2018 and 2017 and the combined statements of income data and the combined statements of cash flows data for the years ended December 31, 2018, 2017 and 2016 have been derived from our annual combined financial statements included elsewhere in this prospectus. The combined balance sheet data as of December 31, 2016 has been derived from our financial records, which were derived from the financial records of RGHL Group and are not included in this prospectus. The combined balance sheet data as of September 30, 2019 and the combined statements of income data and the combined statements of cash flows data for the nine months ended September 30, 2019 and 2018 have been derived from our interim condensed combined financial statements included elsewhere in this prospectus. The interim condensed combined financial statements were prepared on a basis consistent with that used in preparing our annual combined financial statements and include all normal and recurring adjustments considered necessary for a fair statement of our financial position and results of operations for the interim periods. The historical financial data includes costs of our business, which include the allocation of certain expenses from RGHL Group. We believe these allocations were made on a reasonable basis. The summary financial data may not be indicative of our future performance as a stand-alone public company. It should be read in conjunction with the discussion in “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” “Unaudited Pro Forma Combined Financial Data” and the annual combined financial statements and corresponding notes and the interim condensed combined financial statements and corresponding notes included elsewhere in this prospectus.

Also set forth below are summary unaudited pro forma combined statements of income data for the nine months ended September 30, 2019 and the year ended December 31, 2018, which assume that the Corporate Reorganization and this offering had occurred as of January 1, 2018. The summary unaudited pro forma combined balance sheet data as of September 30, 2019 assumes that the Corporate Reorganization and this offering occurred as of September 30, 2019. The pro forma adjustments are based upon available information and assumptions that we believe are reasonable. The summary unaudited pro forma combined financial data does not purport to represent what the financial position or results of operations of RCP would have been if we had operated as a stand-alone public company during the periods presented or if the transactions described therein had actually occurred as of the dates indicated, nor does it project the financial position at any future date or the results of operations for any future period. Please see the notes to the “Unaudited Pro Forma Combined Financial Data” included elsewhere in this prospectus for a complete description of the adjustments reflected in the unaudited pro forma combined financial data.

	Pro Forma		Historical				
	Nine months ended September 30, 2019	Year ended December 31, 2018	Nine months ended September 30, 2019		Year ended December 31, 2018		
			2019	2018	2018	2017	2016
(In millions, except share and per share data)							
Statements of Income Data:							
Net revenues(1)	\$	\$	\$ 2,083	\$ 2,113	\$ 2,981	\$ 2,809	\$ 2,792
Related party net revenues(1)			114	122	161	148	143
Total net revenues			2,197	2,235	3,142	2,957	2,935
Cost of sales			(1,580)	(1,669)	(2,310)	(2,095)	(2,048)
Gross profit			617	566	832	862	887
Selling, general and administrative expenses			(231)	(218)	(288)	(294)	(325)
Other expense, net(2)			(34)	(20)	(31)	(28)	(28)
Income from operations			352	328	513	540	534
Non-operating income (expense), net			1	—	—	—	(10)
Interest expense, net			(174)	(212)	(280)	(322)	(391)
Income before income taxes			179	116	233	218	133
Income tax (expense) benefit			(44)	(24)	(57)	84	(54)
Net income	\$	\$	\$ 135	\$ 92	\$ 176	\$ 302	\$ 79

	Pro Forma		Historical		
	Nine months ended	Year ended	Nine months ended		Year ended December 31,
	September 30,	December 31,	September 30,	2018	2017
	2019	2018	2019	2018	2016

(In millions, except share and per share data)

Per share:

Earnings per share:

Basic

Diluted

Weighted average number of shares used in calculating earnings per share:

Basic

Diluted

Balance Sheet Data (as of end of period):

Accounts receivable, net	\$	\$ 15	\$ 16	\$ 9	\$ 52
Inventories		478	429	371	298
Related party receivables—non-current		—	2,401	1,929	1,784
Total assets(3)		4,130	6,421	5,911	5,738
Accounts payable		119	136	121	124
Long-term debt, including current portion		2,016	2,030	2,049	2,067
Related party borrowings, including current portion		2,148	3,950	3,927	3,957
Total equity (deficit)		(798)	(1,027)	(1,298)	(1,517)

Cash Flow Data:(4)

Net cash provided by (used in):

Operating activities	\$ 158	\$ 347	\$ 530	\$ 395	\$ 393
Investing activities	(93)	(235)	(554)	(364)	(584)
Financing activities	(73)	(129)	24	(40)	180

Other Financial Data:(5)

Adjusted EBITDA (non-GAAP)	\$	\$	\$ 441	\$ 423	\$ 647	\$ 656	\$ 647
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- (1) On January 1, 2018, we adopted Accounting Standards Update 2014-09, *Revenue from Contracts with Customers* and other related Accounting Standards Updates regarding Accounting Standards Codification Topic 606 (“ASC 606”), using the modified retrospective method. Results as of and for the year ended December 31, 2018 and periods thereafter are presented under ASC 606, while prior period amounts are not adjusted and continue to be reported under ASC 605, Revenue Recognition, the accounting standard in effect for those periods presented. Our adoption of ASC 606 resulted in a \$5 million adjustment to Net Parent deficit. There was no other material financial statement impact from adopting the new revenue recognition accounting standard. For further details regarding the impact of the adoption of ASC 606, refer to Note 2—Summary of Significant Accounting Policies of our annual combined financial statements included elsewhere in this prospectus.
- (2) For the historical periods, Other expense, net, is primarily comprised of an allocated related party management fee and the loss on sale that we incur when we sell our trade receivables through the RGHL Group securitization facility. For further information, refer to Note 9—Other Expense, Net in our annual combined financial statements and Note 11—Other Expense, Net in our interim condensed combined financial statements, each of which are included elsewhere in this prospectus. We will not be required to pay any portion of this management fee after closing of this offering, and in conjunction with this offering, we will cease to participate in such securitization facility.
- (3) On January 1, 2019, we adopted Accounting Standards Update 2016-02, *Leases*, and other related Accounting Standard Updates regarding Accounting Standards Codification Topic 842 (“ASC 842”), using the modified retrospective method without the recasting of comparative periods’ financial information, as permitted by the transition guidance. Results as of and for the nine months ended September 30, 2019 are presented under ASC 842, while prior period amounts are not adjusted and continue to be reported under ASC 840, *Leases*, the accounting standard in effect for those periods presented. For further details regarding the impact of the adoption of ASC 842, refer to Note 2—Summary of Significant Accounting Policies of our interim condensed combined financial statements included elsewhere in this prospectus.
- (4) We have historically operated as part of RGHL Group and not as a stand-alone public company. RGHL Group centrally managed substantially all of our financial resources for all of the periods presented. Accordingly, our historical operating, investing and financing cash flow data each includes significant related party transactions which may not have arisen had we been a stand-alone public company.

Our net cash provided by operating activities includes the impact of changes in related party receivables and payables that are not representative of the timing of settlement of trade balances on terms consistent with third party arrangements entered into in the normal course of business. Our net cash provided by operating activities also includes historical related party interest paid, net, related to arrangements with RGHL Group that will cease on or prior to the closing of this offering. Furthermore, as detailed in Note 2—Summary of Significant Accounting Policies of our annual combined financial statements included elsewhere in this prospectus, our U.S. operations were included in a consolidated U.S. federal tax return and the settlement of our U.S. federal current tax is recognized directly as a movement in Net Parent deficit. As a result, our net cash provided by operating activities does not include any cash outflow associated with the payment of U.S. federal tax.

The following table illustrates the impact of the timing of settlement of related party receivables and payables, as well as the settlement of our U.S. federal current tax directly through Net Parent deficit, on our net cash provided by operating activities.

	Nine months ended September 30,		Year ended December 31,		
	2019	2018	2018	2017	2016
			(In millions)		
Change in related party accounts payable	\$ (72)	\$ 163	\$ 22	\$ (7)	\$ 64
Change in related party accounts receivable (excluding related party interest receivable)	(28)	(32)	(3)	(10)	—
Change in income tax payable	50	42	71	67	54
Net (decrease) increase in net cash provided by operating activities due to the above items	<u>\$ (50)</u>	<u>\$ 173</u>	<u>\$ 90</u>	<u>\$ 50</u>	<u>\$ 118</u>

The following table illustrates the impact of historical related party interest expense paid, net of related party interest income received on our net cash provided by operating activities.

	Nine months ended September 30,		Year ended December 31,		
	2019	2018	2018	2017	2016
			(In millions)		
Related party interest received (paid), net	\$ (2)	\$ 16	\$ 65	\$ (56)	\$ (207)

For further information regarding related party transactions reported within our cash flows from investing and financing activities, refer to our combined statements of cash flows in our annual combined financial statements and interim condensed combined financial statements, each of which are included elsewhere in this prospectus.

Non-GAAP Financial Measures

- (5) It is management’s intent to provide non-GAAP financial measures to enhance the understanding of our GAAP financial information, and it should be considered in addition to, and not instead of, the financial statements prepared in accordance with GAAP included elsewhere in this prospectus. Our non-GAAP financial measure is presented along with the corresponding most directly comparable GAAP measure so as not to imply that more emphasis should be placed on the non-GAAP measure. The non-GAAP financial measure presented may be determined or calculated differently by other companies.

We define “Adjusted EBITDA” as our net income calculated in accordance with GAAP, plus the sum of income tax expense, net interest expense, depreciation and amortization and further adjusted to exclude unrealized gains and losses on derivatives, costs associated with rationalizing operations and administrative functions, factoring discounts, defined benefit plan settlement losses, amortization of actuarial gains, operational process engineering related consultancy costs, the allocated related party management fee and transaction-related costs.

We have included Adjusted EBITDA in this prospectus 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 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.

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The following table presents a reconciliation of net income, the most directly comparable GAAP financial measure, to Adjusted EBITDA for each of the periods indicated:

	Pro Forma		Historical				
	Nine months ended	Year ended	Nine months ended		Year ended		
	September 30,	December 31,	September 30,	2018	2017	2016	
	2019	2018	2019	2018	2017	2016	
			(In millions)				
Net income—GAAP	\$	\$	\$ 135	\$ 92	\$176	\$302	\$ 79
Income tax expense (benefit)			44	24	57	(84)	54
Interest expense, net			174	212	280	322	391
Depreciation and amortization			63	66	87	90	97
Factoring discount(a)			15	14	22	19	15
Allocated related party management fee(b)			7	6	10	10	13
Transaction-related costs(c)			12	—	—	—	—
Unrealized losses (gains) on derivatives(d)			(9)	8	14	(4)	(8)
Business rationalization costs(e)			1	4	4	2	1
Defined benefit plan settlement loss(f)			—	—	—	—	9
Other(g)			(1)	(3)	(3)	(1)	(4)
Adjusted EBITDA (Non-GAAP)	\$	\$	\$ 441	\$ 423	\$647	\$656	\$647

- (a) Reflects the loss on sale that we incur when we sell our U.S. trade receivables through RGHL Group's securitization facility. For further information, refer to Note 9—Other Expense, Net in our annual combined financial statements and Note 11—Other Expense, Net in our interim condensed combined financial statements, each of which are included elsewhere in this prospectus. In conjunction with this offering, we will cease to participate in this facility.
- (b) Reflects our allocation, from RGHL Group, of a management fee that is charged by Rank to RGHL Group. We will not be required to pay any portion of this management fee after closing of this offering. For further information, refer to Note 9—Other Expense, Net in our annual combined financial statements and Note 11—Other Expense, Net in our interim condensed combined financial statements, each of which are included elsewhere in this prospectus.
- (c) Reflects allocated costs during the nine months ended September 30, 2019 related to the IPO process that cannot be offset against the expected future IPO proceeds, as well as costs related to our preparations to operate as a stand-alone public company.
- (d) Reflects the mark-to-market movements in our commodity derivatives. For further information, refer to Note 7—Financial Instruments in our annual combined financial statements and Note 8—Financial Instruments in our interim condensed combined financial statements, each of which are included elsewhere in this prospectus.
- (e) Reflects primarily employee termination costs associated with rationalizing our operations in Canada.
- (f) Reflects the settlement loss recognized on merging our defined benefit plan into a plan sponsored by RGHL Group. For further information, refer to Note 8—Benefit Plans in our annual combined financial statements included elsewhere in this prospectus.
- (g) Includes the amortization of actuarial gains related to our postretirement benefit plan. For further information, refer to Note 8—Benefit Plans in our annual combined financial statements and Note 9—Benefit Plans in our interim condensed combined financial statements, each of which are included elsewhere in this prospectus.

RISK FACTORS

Investing in our common stock involves a high degree of risk. You should carefully consider the following risks and all of the other information set forth in this prospectus before deciding to invest in shares of our common stock. If any of the following risks actually occurs, our business, financial condition and results of operations could be materially adversely affected. In such case, the trading price of our common stock could decline, and you may lose all or part of your investment. The risks discussed below are not the only risks we face. Additional risks or uncertainties not currently known to us, or that we currently deem immaterial, may also have a material adverse effect on our business, financial condition, prospects, results of operations or cash flows. We cannot assure you that any of the events discussed in the risk factors below will not occur.

Risks Relating to Our Business and Industry

Our success depends on our ability to anticipate and respond to changes in consumer preferences.

We are a consumer products company and believe that our success depends, in part, on our ability to leverage our existing brands and products to drive increased sales and profits. This depends on our ability to identify and offer products at attractive prices that appeal to consumer tastes and preferences, which are difficult to predict and evolve over time. Our ability to implement this strategy depends on, among other things, our ability to:

- continue to offer to our customers products that consumers want at competitive prices;
- introduce new and appealing products and innovate successfully on our existing products;
- develop and maintain consumer interest in our brands; and
- increase our brand recognition and loyalty.

We may not be able to implement this strategy successfully, which could materially and adversely affect our sales and business, financial condition and results of operations.

We are dependent on maintaining satisfactory relationships with our major customers, and significant consolidation among our customers, or the loss of a significant customer, could decrease demand for our products or reduce our profitability.

Many of our customers are large and possess significant market leverage, which results in significant downward pricing pressure, and can constrain our ability to pass through price increases. We generally sell our branded products pursuant to informal trading policies and our store brand products under one year or multi-year agreements. We do not have written agreements with many of our customers. Our contracts generally do not obligate the customer to purchase any given amount of product. If our major customers reduce purchasing volumes or stop purchasing our products for any reason, our business and results of operations would likely be materially and adversely affected. It is possible that we will lose customers, which may materially and adversely affect our business, financial condition and results of operations.

We rely on a relatively small number of customers for a significant portion of our revenue. Sales to our top ten customers accounted for 69% of our total revenue in fiscal year 2018. Our two largest customers, Walmart and Sam's Club, individually accounted for 28% and 12%, respectively, of our total revenue in fiscal year 2018. Sales to Walmart are concentrated more heavily in our Hefty Waste & Storage segment, and sales to Sam's Club are concentrated more heavily in our Hefty Tableware segment. The loss of any of our significant customers would have a material adverse effect on our business, financial condition and results of operations.

In addition, over the last several years, there has been a trend toward consolidation among our customers in the retail industry, and we expect that this trend will continue. Consolidation among our customers could increase

their ability to apply pricing pressure, and thereby force us to reduce our selling prices or lose sales. In addition, following a consolidation, our customers may close stores, reduce inventory or switch suppliers of consumer products. Any of these factors could negatively impact our business, financial condition and results of operations.

We operate in competitive markets.

We operate in competitive markets, and our main competitors include The Clorox Company, S.C. Johnson & Sons, Inc., Poly-America, Handi-Foil Corporation, Republic Plastics, Ltd., Trinidad Benham Corporation, Intoplast Group, Ltd. and Dart Container Corporation. Although capital costs and intellectual property and technology may create barriers to entry, we face the threat of competition from new entrants to our markets as well as from existing competitors, including overseas competitors who may have lower production costs. Our customers continuously evaluate their suppliers, often resulting in downward pricing pressure and increased pressure to continuously introduce and commercialize innovative new products, improve customer service, maintain strong relationships with our customers and, where applicable, develop and maintain brands that are meaningful to consumers. If our products fail to compete successfully with other branded or private label offerings, demand for our products and our sales and profitability could be negatively impacted.

Loss of any of our key manufacturing facilities or of those of our key suppliers could have an adverse effect on our business.

Some of our products are manufactured at a single location. For example, our Malvern, Arkansas plant is our sole producer of foil reroll for our Louisville, Kentucky plant, which in turn is our sole producer of household foil. The loss of the use of all or a portion of any of our key manufacturing facilities, especially one that is a sole producer, or the loss of the use of key suppliers, due to an accident, labor issues, weather conditions, natural disaster or otherwise could have a material adverse effect on our business, financial condition and results of operations.

Any interruption in our supply of raw materials could harm our business, financial condition and results of operations.

We are dependent on our suppliers for an uninterrupted supply of key raw materials in a timely manner. The supply of these materials could be disrupted for a wide variety of reasons, including political and economic instability, the financial stability of our suppliers, their ability to meet our standards, labor problems, the availability and prices of raw materials, currency exchange rates, transport availability and cost, transport security and inflation, and other factors beyond our control. We have written contracts with some but not all of our key suppliers, and where we have written contracts, they generally include force majeure clauses that excuse the supplier's failure to supply in certain circumstances. Any interruption in the supply of raw materials for an extended period of time could have a material adverse effect on our business, financial condition and results of operations.

Our business is impacted by fluctuations in raw material, energy and freight costs, including the impact of tariffs and similar matters.

Fluctuations in raw material and energy costs could adversely affect our business, financial condition and results of operations. Raw material costs represent a significant portion of our cost of sales. The primary raw materials we use are plastic resins, particularly polyethylene and polystyrene, and aluminum. The prices of our raw materials have fluctuated significantly in recent years. Aluminum prices have been historically volatile as aluminum is a cyclical commodity with prices subject to global market factors. Resin prices have also historically fluctuated with changes in crude oil and natural gas prices as well as changes in refining capacity and the demand for other petroleum-based products. Raw material costs are also impacted by governmental actions, such as tariffs and trade sanctions. For example, the recent imposition by the U.S. government of tariffs on products imported from certain countries and trade sanctions against certain countries have introduced greater

uncertainty with respect to policies affecting trade between the United States and other countries and have impacted the cost of certain raw materials, including aluminum and resin. Major developments in trade relations, including the imposition of new or increased tariffs by the United States and/or other countries, could have a material adverse effect on our business, financial condition and results of operations.

We typically do not enter into long-term fixed price purchase contracts for our principal raw materials. Sales contracts for our products generally do not contain cost pass-through mechanisms for raw material costs. Where our contracts use such pass-through mechanisms, differences in timing between purchases of raw materials and sales to customers can create a “lead lag” effect during which margins are negatively impacted when raw material costs rise and positively impacted when raw material costs fall. We adjust prices, where possible, to mitigate the effect of production cost increases, including raw materials, but these increases are not always possible or may not cover the increased raw material costs.

In addition, we distribute our products and receive raw materials primarily by rail and truck. Reduced availability of rail or trucking capacity has caused us, and may continue to cause us, to incur unanticipated expenses and impair our ability to distribute our products or receive our raw materials in a timely manner, which could disrupt our operations, strain our customer relations and adversely affect our operating profits. In particular, the recent reduced trucking capacity, due to a shortage of drivers, the recent enforcement deadline for a federal regulation requiring drivers to electronically log their driving hours and adverse weather conditions, among other reasons, has caused an increase in the cost of transportation for us and many other companies.

Our brands are critical to our success.

Our ability to compete successfully depends on our ability to develop and maintain brands that are meaningful to consumers. The development and maintenance of such brands requires significant investment in product innovation, brand-building, advertising and marketing. We focus on developing innovative products to address consumers’ unmet needs and introducing store brand products that emulate other popular branded consumer products, and, as a result, may increase our expenditures for advertising and other brand-building or marketing initiatives. However, these initiatives may not deliver the desired results, which could adversely affect our business and the recoverability of the trade names recorded in our balance sheet, which could materially and adversely affect our business, financial condition and results of operations.

Our business could be impacted by changes in consumer lifestyle and environmental concerns.

We are a consumer products company and any reduction in consumer demand for the types of products we offer as a result of changes in consumer lifestyle, environmental concerns or other considerations could have a significant impact on our business, financial condition and results of operations. For example, there have been recent concerns about the environmental impact of single-use disposable products and products made from plastic, particularly polystyrene foam. These concerns, and the actions taken in response (including regulations banning the sale of polystyrene foam in certain jurisdictions), impact several of our products, especially our Hefty Tableware segment. Sustainability concerns, including the recycling of products, have received increased focus in recent years and may play an increasing role in brand management and consumer purchasing decisions. In addition, changes in consumer lifestyle may decrease the demand for certain of our products, which in turn could materially and adversely affect our business, financial condition and results of operations.

Our business may be affected by economic downturns in the markets that we serve and in the regions that supply our raw materials.

Our business is impacted by market conditions in the retail industry and consumer demand for our products, which in turn are affected by general economic conditions. Downturns or periods of economic weakness or increased prices in these consumer markets have resulted in the past, and could result in the future, in decreased demand for our products. For example, uncertainty about future economic conditions globally, and in the United

States in particular, could lead to declines in consumer spending and consumption and cause our customers to purchase less of our products.

Our profitability and cash flows could suffer if we are unable to continue to generate cost savings in our manufacturing and distribution processes.

We anticipate that cost savings will result from reducing material costs and manufacturing inefficiencies and from realizing productivity gains, distribution efficiencies and overhead reductions. However, if we cannot successfully develop and implement cost savings plans, or if the cost of making these changes increases, we will not realize all anticipated benefits, which could materially and adversely affect our business, financial condition and results of operations.

Our hedging activities may result in significant losses and period-to-period earnings volatility.

We may enter into hedging transactions to limit our exposure to raw material price risks. Historically, our commodity hedges are primarily related to diesel, resin and aluminum. If we fail to effectively monitor and manage our hedging activities or if we execute a position and raw material prices subsequently decline, we could incur significant losses, which could in turn materially and adversely affect our business, financial condition and results of operations, and we could experience significant fluctuations in our earnings from period to period. Factors that could affect the impact and effectiveness of our hedging activities include the accuracy of our operational forecasts of raw material needs and volatility of the commodities and raw materials pricing markets.

Sales growth objectives may be difficult to achieve, and we may not be able to achieve our innovation goals, develop and introduce new products and line extensions or expand into adjacent categories and countries.

We operate in mature markets that are subject to high levels of competition. Our future performance and growth, including our ability to meet our internal objectives of generating 20% of our revenue each year from products that are less than three years old, depends on innovation and our ability to successfully develop or license capabilities to introduce new products, brands, line extensions and product innovations or enter into or expand into adjacent product categories, sales channels or countries. Our ability to quickly innovate in order to adapt our products to meet changing consumer demands is essential, especially in light of eCommerce and direct-to-consumer channels significantly reducing the barriers for even small competitors to quickly introduce new brands and products directly to consumers. The development and introduction of new products require substantial and effective research and development and demand creation expenditures, which we may be unable to recoup if the new products do not gain widespread market acceptance.

In addition, effective and integrated systems are required for us to gather and use consumer data and information to successfully market our products. New product development and marketing efforts, including efforts to enter markets or product categories in which we have limited or no prior experience, have inherent risks, including product development or launch delays. These could result in us not being the first to market and the failure of new products, brands or line extensions to achieve anticipated levels of market acceptance. If product introductions or new or expanded adjacencies are not successful, costs associated with these efforts may not be fully recouped and our results of operations could be adversely affected. In addition, if sales generated by new products cause a decline in sales of our existing products, our financial condition and results of operations could be materially adversely affected. Even if we are successful in increasing market share within particular product categories, a decline in the markets for such product categories could have a negative impact on our financial results. In addition, in the future, our growth strategy may include expanding our international operations, which could be subject to foreign market risks, including, among others, foreign currency fluctuations, economic or political instability and the imposition of tariffs and trade restrictions, which could adversely affect our financial results.

We are subject to governmental regulation and we may incur material liabilities under, or costs in order to comply with, existing or future laws and regulations.

Many of our products come into contact with food when used, and the manufacture, packaging, labeling, storage, distribution, advertising and sale of such products are subject to various laws designed to protect human health and the environment. For example, in the United States, many of our products are regulated by the Food and Drug Administration (including applicable current good manufacturing practice regulations) and/or the Consumer Product Safety Commission, and our product claims and advertising are regulated by the Federal Trade Commission. Most states have agencies that regulate in parallel to these federal agencies. Liabilities under, and/or costs of compliance, and the impact on us of any non-compliance with any such laws and regulations could materially and adversely affect our business, financial condition and results of operations. In addition, changes in the laws and regulations which we are subject to could impose significant limitations and require changes to our business, which in turn may increase our compliance expenses, make our business more costly and less efficient to conduct, and compromise our growth strategy.

We could incur significant liabilities related to, and significant costs in complying with, environmental, health and safety laws, regulations and permits.

Our operations are subject to various national, state, local, foreign and international environmental, health and safety laws, regulations and permits that govern, among other things, the emission or discharge of materials into the environment; the use, storage, treatment, disposal, management and release of hazardous substances and wastes; the health and safety of our employees and the end-users of our products; and the materials used in, and the recycling of, our products. These laws and regulations impose liability, which can be strict, joint and several, for the costs of investigating and remediating, and damages resulting from, present and past releases of hazardous substances related to our current and former sites, as well as at third party sites where we or our predecessors have sent waste for disposal. Non-compliance with, or liability related to, these laws, regulations and permits, which tend to become more stringent over time, could result in substantial fines or penalties, injunctive relief, requirements to install pollution control devices or other controls or equipment, civil or criminal sanctions, permit revocations or modifications and/or facility shutdowns, and could expose us to costs of investigation or remediation, as well as tort claims for property damage or personal injury.

In addition, a number of governmental authorities, both in the United States and abroad, have considered, and are expected to consider, legislation aimed at reducing the amount of plastic waste. Programs have included banning certain types of products, mandating certain rates of recycling and/or the use of recycled materials, imposing deposits or taxes on plastic bags and packaging material, and requiring retailers or manufacturers to take back packaging used for their products. Such legislation, as well as voluntary initiatives, aimed at reducing the level of plastic wastes, could reduce the demand for certain plastic products, result in greater costs for manufacturers of plastic products or otherwise impact our business, financial condition and results of operations. Additional regulatory efforts addressing other environmental or safety concerns in the future could similarly impact our operations and results.

We may incur liabilities, experience harm to our reputation and brands, or be forced to recall products as a result of real or perceived product quality or other product-related issues.

Although we have control measures and systems in place to ensure the safety and quality of our products are maintained, the consequences of not being able to do so could be severe, including adverse effects on consumer health, our reputation, the loss of customers and market share, financial costs and loss of revenue. If any of our products are found to be defective, we could be required to or may voluntarily recall such products, which could result in adverse publicity, significant expenses and a disruption in sales and could affect our reputation and that of our products. For instance, in 2015, we voluntarily withdrew certain of our Hefty disposable cups when we identified that an incorrect grade of colorant was used on some of our disposable cups, causing small amounts of ink to transfer from the cup to other surfaces. The colorant presented no health or safety risks to consumers

which was determined through both internal assessment and an external toxicology audit and we effectively remediated this situation. However, if a similar event occurs in the future, it could cause long-term damage to our brands. In addition, if any of our competitors or customers supply faulty or contaminated products to the market, our industry could be negatively impacted, which in turn could have adverse effects on our business.

The widespread use of social media and networking sites by consumers has greatly increased the speed and accessibility of information dissemination. Negative publicity, posts or comments on social media or networking sites about us or our brands, whether accurate or inaccurate, or disclosure of non-public sensitive information about us, could be widely disseminated through the use of social media. Such events, if they were to occur, could harm our image and adversely affect our business, as well as require resources to rebuild our reputation.

We are affected by seasonality.

Portions of our business are moderately seasonal. Overall, our strongest sales are in our fourth quarter and our weakest sales are in our first quarter. This is driven by higher levels of sales of cooking products around major U.S. holidays in our fourth quarter, primarily due to the holiday use of Reynolds Wrap, Reynolds Oven Bags and Reynolds Parchment Paper. Our tableware products generally have higher sales in the second quarter of the year, primarily due to outdoor summertime use of disposable plates, cups and bowls. As a result of this seasonality, any factors negatively affecting us during these periods of any year, including unfavorable economic conditions, could have a material adverse effect on our financial condition and results of operations for the entire year. Because of quarterly fluctuations caused by these and other factors, comparisons of our operating results across different fiscal quarters may not be accurate indicators of our future performance.

Loss of our key management and other personnel, or an inability to attract new management and other personnel, could negatively impact our business, financial condition and results of operations.

We depend on our senior executive officers and other key personnel to operate our businesses, develop new products and technologies and service our customers. The loss of any of these key personnel could adversely affect our operations. Competition is intense for qualified personnel and the loss of them or an inability to attract, retain and motivate additional highly skilled personnel required for the operation and expansion of our business could hinder our ability to successfully conduct research and development activities or develop and support marketable products. Additionally, the high U.S. employment levels in recent years have increased turnover as compared to prior periods at some of our facilities and made hiring and retaining hourly employees more difficult. Any of these factors could have a material adverse effect on our business, financial condition and results of operations.

We may have difficulty acquiring product lines or businesses, which could impact our business, financial condition and results of operations.

We may pursue acquisitions of product lines or businesses from third parties. Acquisitions involve numerous risks, including difficulties in the assimilation of the operations, technologies, services and products of the acquired product lines or businesses, estimation and assumption of liabilities and contingencies, personnel turnover and the diversion of management's attention from other business operations. We may be unable to successfully integrate and manage certain product lines or businesses that we may acquire in the future, or be unable to achieve anticipated benefits or cost savings from acquisitions in the time frame we anticipate, or at all.

We may not be successful in obtaining, maintaining and enforcing sufficient intellectual property rights to protect our business, or in avoiding claims that we infringe on the intellectual property rights of others.

We rely on intellectual property rights such as patents, trademarks and copyrights, as well as unpatented proprietary knowledge and trade secrets, to protect our business. However, these rights do not afford complete protection against third parties. For example, patents, trademarks and copyrights are territorial; thus, our business

will only be protected by these rights in those jurisdictions in which we have been issued patents or have trademarks or copyrights, or have obtained licenses to use such patents, trademarks or copyrights. Even so, the laws of certain countries may not protect our intellectual property rights to the same extent as do the laws of the United States. Additionally, there can be no assurance that others will not independently develop knowledge and trade secrets that are similar to ours, or develop products or brands that compete effectively with our products and brands without infringing, misusing or otherwise violating any of our intellectual property rights.

We cannot be certain that any of our current or pending patents, trademarks and copyrights will provide us with sufficient protection from competitors, or that any intellectual property rights we do hold will not be invalidated, circumvented or challenged in the future. In the event of such a challenge, we could incur significant costs to defend our intellectual property rights, even if we are ultimately successful. Additionally, there is a risk that we will not be able to obtain and perfect or, where appropriate, license, the intellectual property rights necessary to support new product introductions and product innovations. Additionally, we have licensed, and may license in the future, patents, trademarks, trade secrets and other intellectual property rights to third parties. While we attempt to ensure that our intellectual property rights are protected when entering into business relationships, third parties may take actions that could materially and adversely affect our rights or the value of our intellectual property rights.

Third parties may copy or otherwise obtain and use our proprietary knowledge or trade secrets without authorization or infringe, misuse or otherwise violate our other intellectual property rights. For example, our brand names, especially Reynolds, Hefty, Diamond and Presto, are well-established in the market and have attracted infringers in the past. Additionally, we may not be able to prevent current and former employees, contractors and other parties from misappropriating our confidential and proprietary knowledge. Infringement, misuse or other violation of any of our intellectual property rights may dilute or diminish the value of our brands and products in the marketplace, which could adversely affect our results of operations and make it more difficult for us to maintain a strong market position. While we protect our intellectual property rights, including through litigation, where necessary, we cannot economically prevent all infringement, misuse or other violations, and any litigation could be protracted and costly and could have a material adverse effect on our business and results of operations regardless of its outcome.

Although we believe that our intellectual property rights are sufficient to allow us to conduct our business without incurring liability to third parties, our products and brands may infringe on the intellectual property rights of others, and in the past we have been, and in the future we may be, subject to claims asserting infringement, misuse or other violation of intellectual property rights and seeking damages, the payment of royalties or licensing fees, and/or injunctions against the sales of our products. If we are found to have infringed, misused or otherwise violated the intellectual property rights of others, we could be forced to pay damages, cease use of such intellectual property or, if we are given the opportunity to continue to use the intellectual property rights of others, we could be required to pay a substantial amount for continued use of those rights. Even if we are not found to infringe, misuse or otherwise violate a third party's intellectual property rights, we could incur material legal costs and related expenses to defend against such claims and we could incur significant costs associated with discontinuing to use, provide or manufacture certain products, services or brands. In any case, such claims could be protracted and costly and could have a material adverse effect on our business and results of operations regardless of their outcome.

We depend on intellectual property rights licensed from third parties, and disputes regarding or termination of these licenses could result in loss of rights, which could harm our business.

We are dependent in part on intellectual property rights licensed from third parties. Our licenses to such intellectual property rights may not provide exclusive or unrestricted rights in all fields of use and in all territories in which we may wish to develop or commercialize our products in the future and may restrict our rights to offer certain products in certain markets or impose other obligations on us in exchange for our rights to the licensed intellectual property. In addition, we may not have full control over the maintenance, protection or

use of in-licensed intellectual property rights, and therefore we may be reliant on our licensors to conduct such activities.

Disputes may arise between us and our licensors regarding the scope of rights or obligations under our intellectual property license agreements, including the scope of our rights to use the licensed intellectual property, our rights with respect to third parties, our and our licensors' obligations with respect to the maintenance and protection of the licensed intellectual property, and other interpretation-related issues. The agreements under which we license intellectual property rights from others are complex, and the provisions of such agreements may be susceptible to multiple interpretations. The resolution of any contract interpretation disagreement that may arise could narrow what we believe to be the scope of our rights to the intellectual property being licensed, or increase what we believe to be our financial or other obligations under the relevant agreement. Termination of or disputes over such licenses could result in the loss of significant rights.

We are generally also subject to all of the same risks with respect to protection of intellectual property that we license as we are for intellectual property that we own. Any failure on our part or the part of our licensors to adequately protect this intellectual property could have a material adverse effect on our business and results of operations.

Breaches of our information systems security measures could disrupt our internal operations.

We depend on information technology for processing and distributing information in our business, including to and from our customers and suppliers. This information technology could be subject to theft, damage or interruption from a variety of sources, including malicious computer viruses, security breaches, defects in design, employee malfeasance or human or technical errors. Additionally, we could be at risk if a customer's or supplier's information technology system is attacked or compromised. Cybersecurity incidents have increased in number and severity, and it is expected that these trends will continue. Although we have taken measures to protect our data and to protect our computer systems from attacks, they may not be sufficient to prevent unauthorized access to our systems or theft of our data. If we or third parties with whom we do business were to fall victim to cyber-attacks or experience other cybersecurity incidents, such incidents could result in unauthorized access to, disclosure or loss of or damage to company, customer or other third party data; theft of confidential data, including personal information and intellectual property; loss of access to critical data or systems; and other business delays or disruptions. The loss or disclosure of personal information could also expose us to liability or penalties under laws, rules and regulations related to solicitation, collection, processing or use of consumer, customer, vendor or employee information or related data. In addition, we may incur large expenditures to investigate or remediate, to recover data, to repair or replace networks or information technology systems, or to protect against similar future events. If these events were to occur, we could incur substantial costs or suffer other consequences that negatively impact our business, financial condition and results of operations.

We have significant debt, which could adversely affect our financial condition and ability to operate our business.

Upon closing of this offering, we expect to have approximately \$ _____ of outstanding indebtedness under the New Term Loan Facility, and we expect to have material additional borrowing capacity under the New Revolving Facility. For a description of this indebtedness, see "Management's Discussion and Analysis of Financial Condition and Results of Operations—Sources of Liquidity." Our debt level and related debt service obligations:

- will require us to dedicate significant cash flow to the payment of principal of, and interest on, our debt, which will reduce the funds we have available for other purposes, including working capital, capital expenditures and general corporate purposes;
- may limit our flexibility in planning for or reacting to changes in our business and market conditions or in funding our strategic growth plan;

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- will impose on us financial and operational restrictions; and
- will expose us to interest rate risk on our debt obligations bearing interest at variable rates.

These restrictions could adversely affect our financial condition and limit our ability to successfully implement our growth strategy.

In addition, we may need additional financing to support our business and pursue our growth strategy, including for strategic acquisitions. Our ability to obtain additional financing, if and when required, will depend on investor demand, our operating performance, the condition of the capital markets and other factors. We cannot assure you that additional financing will be available to us on favorable terms when required, or at all. If we raise additional funds through the issuance of equity, equity-linked or debt securities, those securities may have rights, preferences or privileges senior to those of our common stock, and, in the case of equity and equity-linked securities, our existing stockholders may experience dilution.

An increase in market interest rates could increase our interest costs on future debt.

Borrowings under our New Credit Facilities will be at variable rates of interest and we may incur additional variable interest rate indebtedness in the future. This exposes us to interest rate risk, and any interest rate swaps we enter into in order to reduce interest rate volatility may not fully mitigate our interest rate risk. If interest rates were to increase, our debt service obligations on the variable rate indebtedness would increase even if the amount borrowed remained the same, and our net income and cash flows, including cash available for servicing our indebtedness, will correspondingly decrease.

Goodwill and indefinite-lived intangible assets are a material component of our balance sheet and impairments of these assets could have a significant impact on our results.

We have recorded a significant amount of goodwill and indefinite-lived intangible assets, representing our Reynolds and Hefty trade names, on our balance sheet. We test the carrying values of goodwill and indefinite-lived intangible assets for impairment at least annually and whenever events or circumstances indicate the carrying value may not be recoverable. The estimates and assumptions about future results of operations and cash flows made in connection with impairment testing could differ from future actual results of operations and cash flows. While we have concluded that our goodwill and indefinite-lived intangible assets are not impaired, future events could cause us to conclude that the goodwill associated with a given segment, or one of our indefinite-lived intangible assets, may have become impaired. Any resulting impairment charge, although non-cash, could have a material adverse effect on our results of operations and financial condition.

We could be jointly and severally liable for certain pension obligations of our affiliates.

Two members of RGHL Group, Pactiv LLC (“Pactiv”) and Evergreen Packaging LLC (“Evergreen”), sponsor defined benefit pension plans covering a portion of their U.S. employees and retirees. As of September 30, 2019, the combined benefit obligation of these plans was \$4,768 million and the combined plan asset value was \$3,868 million for a combined underfunding of \$900 million, in each case on an accounting basis. If we remain in the same “controlled group” as Pactiv and Evergreen following this offering, third parties may seek to hold us jointly and severally liable for their pension liabilities as long as we remain members of the same controlled group. These pension liabilities could include an obligation to make ongoing contributions to fund the pension plans sponsored by Pactiv and Evergreen and for any unfunded liabilities that may exist at the time Pactiv or Evergreen terminates an underfunded pension plan. Under this theory, we could incur significant liabilities for events beyond our control that are not related to or known by us. As of the date of this prospectus, Pactiv’s and Evergreen’s pension plans are in compliance with the minimum funding standards of the Employee Retirement Income Security Act of 1974 (“ERISA”).

Some of our workforce is covered by collective bargaining agreements, and our business could be harmed in the event of a prolonged work stoppage.

Approximately 24% of our employees are covered by collective bargaining agreements. While we believe we have good relationships with our unionized employees and we have not experienced a significant union-related work stoppage over the last ten years, if we encounter difficulties with renegotiations or renewals of collective bargaining arrangements or are unsuccessful in those efforts, we could incur additional costs and experience work stoppages. We cannot predict how stable our union relationships will be or whether we will be able to successfully negotiate successor collective bargaining agreements without impacting our financial condition. In addition, the presence of unions may limit our flexibility in dealing with our workforce. Work stoppages could negatively impact our ability to manufacture our products on a timely basis, which could have a material adverse effect on our results of operations and financial condition.

Tax legislation initiatives or challenges to our tax positions could adversely affect our operations and financial condition.

We are subject to the tax laws and regulations of the U.S. federal, state and local governments. From time to time, legislative measures may be enacted that could adversely affect our overall tax positions regarding income or other taxes. There can be no assurance that our effective tax rate or tax payments will not be adversely affected by these legislative measures.

For example, the United States federal government recently enacted tax reform that, among other things, reduced U.S. federal corporate income tax rates, imposed limits on tax deductions for interest expense, changed the rules related to capital expenditure cost recovery and changed many of the rules related to the taxation of business income generated outside of the United States. There are a number of uncertainties and ambiguities as to the interpretation and application of many of the provisions of the newly enacted tax reform measure. Given the unpredictability of these possible changes and their potential interdependency, it remains difficult to assess the overall effect such tax changes will have on our earnings and cash flow, and the extent to which such changes could adversely impact our results of operations. As the impacts of the new law are determined, and as regulations and other guidance interpreting the new law are issued and finalized, our financial results could be impacted.

In addition, U.S. federal, state and local tax laws and regulations are extremely complex and subject to varying interpretations. There can be no assurance that our tax positions will be sustained if challenged by relevant tax authorities and if not sustained, there could be a material adverse effect on our results of operations, financial condition and cash flows.

Our insurance coverage may not adequately protect us against business and operating risks.

We maintain insurance for some, but not all, of the potential risks and liabilities associated with our business. For some risks, we may not obtain insurance if we believe the cost of available insurance is excessive in relation to the risks presented. As a result of market conditions, premiums and deductibles for certain insurance policies can increase substantially, and in some instances, certain insurance policies are economically unavailable or available only for reduced amounts of coverage. For example, we will not be fully insured against all risks associated with pollution and other environmental incidents or impacts. Moreover, we may face losses and liabilities that are uninsurable by their nature, or that are not covered, fully or at all, under our existing insurance policies. Any significant uninsured liability may require us to pay substantial amounts, which would adversely affect our cash position and results of operations.

Legal claims and proceedings could adversely impact our business.

As a large company with a long history of serving consumers, we may be subject to a wide variety of legal claims and proceedings, including disputes relating to intellectual property, contracts, product liability,

marketing, advertising, foreign exchange controls, antitrust and trade regulation, as well as labor and employment, pension, data privacy and security, environmental and tax matters and consumer class actions. Regardless of their merit, these claims can require significant time and expense to investigate and defend. Since litigation is inherently uncertain, there is no guarantee that we will be successful in defending ourselves against such claims or proceedings, or that our assessment of the materiality of these matters, including any reserves taken in connection therewith, will be consistent with the ultimate outcome of such matters. The resolution of, or increase in the reserves taken in connection with, one or more of these matters could have a material adverse effect on our business, results of operations, cash flows and financial condition.

Risks Relating to Our Common Stock and this Offering

There may not be an active, liquid trading market for our common stock.

Prior to this offering, there has been no public market for shares of our common stock. We cannot predict the extent to which investor interest in our company will lead to the development of a trading market on Nasdaq or how liquid that market may become. If an active trading market does not develop, you may have difficulty selling any of our common stock that you purchase. The initial public offering price of our common stock will be determined by negotiation between us and the underwriters and may not be indicative of prices that will prevail following the closing of this offering. The market price of shares of our common stock may decline below the initial public offering price, and you may not be able to resell your shares of our common stock at or above the initial public offering price.

We expect that our common stock price will fluctuate significantly, and you may not be able to resell your common stock at or above the initial public offering price.

The trading price of our common stock is likely to be volatile and subject to wide price fluctuations in response to various factors, including those described above in “—Risks Relating to Our Business and Industry.” In addition, the trading volume in our common stock may fluctuate and cause significant price variations to occur. If the market price of our common stock declines significantly, you may be unable to resell your common stock at or above the initial public offering price, if at all. In addition to the factors described above in “—Risks Relating to Our Business and Industry,” some of the factors that could negatively affect our share price or result in fluctuations in the price or trading volume of our common stock include:

- market conditions in the broader stock market in general, or in our industry in particular;
- actual or anticipated fluctuations in our quarterly financial and operating results;
- introduction of new products and services by us or our competitors;
- issuance of new or changes in securities analysts’ reports or recommendations;
- our inability to meet the financial estimates of analysts who follow our company;
- strategic actions by us or our competitors, such as acquisitions, restructurings, significant contracts, joint marketing relationships, joint ventures or capital commitments;
- sales of large blocks of our common stock;
- additions or departures of key personnel;
- changes in accounting standards, policies, guidance, interpretations or principles;
- perceptions of the investment opportunity associated with our common stock relative to other investment alternatives;
- the public reactions to our press releases, other public announcements and filings with the SEC;

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- any increased indebtedness we may incur in the future;
- regulatory developments;
- actions by institutional stockholders;
- litigation and governmental investigations; and
- economic and political conditions or events.

These and other factors may cause the market price and demand for our common stock to fluctuate substantially, which may limit or prevent investors from readily selling their shares of common stock and may otherwise negatively affect the liquidity of our common stock. The stock market in general has from time to time experienced extreme price and volume fluctuations, including in recent months. In addition, in the past, when the market price of a stock has been volatile, holders of that stock have instituted securities class action litigation against the company that issued the stock. If any of our stockholders brought a lawsuit against us, we could incur substantial costs defending the lawsuit. Such a lawsuit could also divert the time and attention of our management from our business.

If securities or industry analysts do not publish research or reports about our business, or they publish inaccurate or unfavorable reports about our business, the price of our common stock and trading volume could decline.

The trading market for our common stock will depend in part on the research and reports that securities or industry analysts publish about us or our business, our market and our competitors. We do not have any control over these analysts. If one or more of the analysts who cover us downgrade our shares of common stock or change their opinion of our common stock, our common stock price would likely decline. If one or more of these analysts cease coverage of our company or fail to regularly publish reports on us, we could lose visibility in the financial markets, which could cause our common stock price or trading volume to decline.

Substantial future sales by PFL or others of our common stock, or the perception that such sales may occur, could depress the price of our common stock.

Following the closing of this offering, PFL will control a majority of the voting power of our outstanding common stock. Subject to the restrictions described in the paragraph below, future sales of PFL's shares in the public market will be subject to the volume and other restrictions of Rule 144 under the Securities Act of 1933 ("Securities Act") for so long as PFL is deemed to be our affiliate, unless the shares to be sold are registered with the SEC. We do not know whether or when PFL will sell shares of our common stock following this offering. The sale by PFL or others of a substantial number of shares of our common stock after this offering, or a perception that such sales could occur, could significantly reduce the market price of our common stock. Subject to the lock-up agreements discussed below and our agreements with RGHL Group described in "Certain Relationships and Related Party Transactions," we are not restricted from issuing additional common stock, including any securities that are convertible into or exchangeable for, or that represent the right to receive, common stock or any substantially similar securities. The perception of a potential sell-down by PFL could depress the market price of our common stock and make it more difficult for us to sell equity securities in the future at a time and at a price that we deem appropriate.

Upon the closing of this offering, except as otherwise described herein, all shares of common stock that are being offered hereby will be freely tradable without restriction, assuming they are not held by our "affiliates," as that term is defined in Rule 144 under the Securities Act. In addition, we intend to grant registration rights to PFL, pursuant to which PFL will have the right to demand that we register common stock held by PFL under the Securities Act as well as the right to demand that we include any such common stock in any registration statement that we file with the SEC, subject to certain exceptions. See "Shares Eligible for Future Sale—Registration Rights." Any common stock registered pursuant to the registration rights agreement described in "Certain Relationships and Related Party Transactions" will be freely tradable in the public market, subject to

applicable lock-up periods, if any. In addition, in connection with this offering, we, our directors and our executive officers and PFL have each agreed, subject to certain exceptions, to be subject to a 180-day lock-up restriction. See “Shares Eligible for Future Sale—Lock-up Agreements.” Credit Suisse Securities (USA) LLC, Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC may waive these restrictions at their discretion. The market price of our common stock may decline significantly when this lock-up restriction lapses.

Investors purchasing common stock in this offering will experience immediate and substantial dilution as a result of this offering and any future equity issuances.

The initial public offering price of our common stock is substantially higher than the pro forma net tangible book value per share of our common stock. Dilution is the difference between the initial public offering price per share of common stock and the pro forma net tangible book value per share of common stock after this offering. If you purchase shares of common stock in this offering, you will incur immediate and substantial dilution in the amount of \$ _____ per share of common stock. In addition, if we issue additional equity securities in the future, including to our employees and directors under our equity incentive plan, investors purchasing shares of common stock in this offering will experience additional dilution. See “Dilution.”

Anti-takeover provisions in our charter documents and under Delaware law could make an acquisition of our company more difficult, limit attempts by our stockholders to replace or remove our current management and limit the market price of our common stock.

Provisions in our amended and restated certificate of incorporation and bylaws, as will be amended and restated prior to the closing of this offering, may have the effect of delaying or preventing a change of control or changes in our management. Our amended and restated certificate of incorporation and amended and restated bylaws will include provisions that:

- provide for a staggered board;
- require at least 66²/₃% of the votes that all of our stockholders would be entitled to cast in an annual election of directors in order to amend our certificate of incorporation and bylaws after the date on which PFL and all other entities beneficially owned by Mr. Graeme Richard Hart or his estate, heirs, executor, administrator or other personal representative, or any of his immediate family members or any trust, fund or other entity which is controlled by his estate, heirs, any of his immediate family members or any of their respective affiliates (PFL and all of the foregoing, collectively, the “**Hart Entities**”) and any other transferee of all of the outstanding shares of common stock held at any time by the Hart Entities which are transferred other than pursuant to a widely distributed public sale (“**Permitted Assigns**”) beneficially own less than 50% of the outstanding shares of our common stock;
- eliminate the ability of our stockholders to call special meetings of stockholders after the date on which the Hart Entities or Permitted Assigns beneficially own less than 50% of the outstanding shares of our common stock;
- prohibit stockholder action by written consent, instead requiring stockholder actions to be taken solely at a duly convened meeting of our stockholders, after the date on which the Hart Entities or Permitted Assigns beneficially own less than 50% of the outstanding shares of our common stock;
- permit our board of directors, without further action by our stockholders, to fix the rights, preferences, privileges and restrictions of preferred stock, the rights of which may be greater than the rights of our common stock;
- restrict the forum for certain litigation against us to Delaware; and
- establish advance notice requirements for nominations for election to our board of directors or for proposing matters that can be acted upon by stockholders at annual stockholder meetings.

These provisions may frustrate or prevent any attempts by our stockholders to replace or remove our current management by making it more difficult for stockholders to replace members of our board of directors, which is responsible for appointing the members of our management. As a result, these provisions may adversely affect the market price and market for our common stock if they are viewed as limiting the liquidity of our stock. These provisions may also make it more difficult for a third party to acquire us in the future, and, as a result, our

stockholders may be limited in their ability to obtain a premium for their shares of common stock. See “Description of Capital Stock.”

Furthermore, in connection with this offering, we will enter into a stockholders agreement with PFL. The stockholders agreement will provide PFL with the right to nominate a certain number of directors to our board of directors so long as the Hart Entities beneficially own at least 10% of the outstanding shares of our common stock. See “Certain Relationships and Related Party Transactions—Stockholders Agreement.”

Our amended and restated certificate of incorporation will provide that the Court of Chancery of the State of Delaware will be the exclusive forum for substantially all disputes between us and our stockholders, which could limit our stockholders’ ability to obtain a favorable judicial forum for disputes with us or our directors, officers or employees.

Our amended and restated certificate of incorporation will provide that the Court of Chancery of the State of Delaware is the exclusive forum for any derivative action or proceeding brought on our behalf; any action asserting a breach of fiduciary duty; any action asserting a claim against us arising pursuant to the Delaware General Corporation Law, our amended and restated certificate of incorporation or our amended and restated bylaws; or any action asserting a claim against us that is governed by the internal affairs doctrine. Notwithstanding the foregoing, the exclusive forum provision will not apply to suits brought to enforce any liability or duty created by the Securities and Exchange Act of 1934 (“Exchange Act”), the Securities Act or any other claim for which the federal courts have exclusive jurisdiction. The choice of forum provision may limit a stockholder’s ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers or other employees, which may discourage such lawsuits against us and our directors, officers and other employees. Alternatively, if a court were to find the choice of forum provision contained in our amended and restated certificate of incorporation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could materially and adversely affect our business, financial condition and results of operations.

The requirements of being a public company may strain our resources, divert management’s attention and affect our ability to attract and retain qualified board members.

As a public company, we will be subject to the reporting requirements of the Exchange Act, the Sarbanes-Oxley Act of 2002 (“Sarbanes-Oxley Act”) and stock exchange rules promulgated in response to the Sarbanes-Oxley Act. The requirements of these rules and regulations will increase our legal and financial compliance costs, make some activities more difficult, time-consuming or costly and increase demand on our systems and resources. After the closing of this offering, we will be obligated to file with the SEC annual and quarterly information and other reports that are specified in the Exchange Act, and therefore will need to have the ability to prepare financial statements that are compliant with all SEC reporting requirements on a timely basis. In addition, we will be subject to other reporting and corporate governance requirements, including certain requirements of Nasdaq and certain provisions of the Sarbanes-Oxley Act and the regulations promulgated thereunder, which will impose significant compliance obligations upon us. The Sarbanes-Oxley Act requires, among other things, that we maintain effective disclosure controls and procedures and internal controls for financial reporting. In order to maintain and, if required, improve our disclosure controls and procedures and internal control over financial reporting to meet this standard, significant resources and management oversight may be required, and management’s attention may be diverted from other business concerns. These rules and regulations could also make it more difficult for us to attract and retain qualified independent members of our board of directors. Additionally, we expect these rules and regulations to make it more difficult and more expensive for us to obtain director and officer liability insurance. We may be required to accept reduced coverage or incur substantially higher costs to obtain coverage. Furthermore, because we have not operated as a company with equity listed on a national securities exchange in the past, we might not be successful in implementing these requirements. The increased costs of compliance with public company reporting requirements and our potential

failure to satisfy these requirements could have a material adverse effect on our operations, business, financial condition and results of operations.

Failure to establish and maintain effective internal controls over financial reporting in accordance with Section 404 of the Sarbanes-Oxley Act could have a material adverse effect on our business and reputation.

We are not currently required to comply with the rules of the SEC implementing Section 404 of the Sarbanes-Oxley Act and are therefore not required to make a formal assessment of the effectiveness of our internal control over financial reporting for that purpose. Upon becoming a public company, we will be required to comply with the SEC's rules implementing Sections 302 and 404 of the Sarbanes-Oxley Act, which will require management to certify financial and other information in our quarterly and annual reports and provide an annual management report on the effectiveness of controls over financial reporting.

When evaluating our internal controls over financial reporting, we may identify material weaknesses that we may not be able to remediate in time to meet the applicable deadline imposed upon us for compliance with the requirements of Section 404 of the Sarbanes-Oxley Act. Testing and maintaining our internal control over financial reporting may also divert management's attention from other matters that are important to the operation of our business. In addition, if we fail to achieve and maintain the adequacy of our internal controls, as such standards are modified, supplemented or amended from time to time, we may not be able to ensure that we can conclude on an ongoing basis that we have effective internal controls over financial reporting in accordance with Section 404 of the Sarbanes-Oxley Act. We cannot be certain as to the timing of completion of our evaluation, testing and any remediation actions or the impact of the same on our operations. If we are not able to implement the requirements of Section 404 of the Sarbanes-Oxley Act in a timely manner or with adequate compliance, our independent registered public accounting firm may issue an adverse opinion due to ineffective internal controls over financial reporting, and we may be subject to sanctions or investigation by regulatory authorities, such as the SEC. Moreover, any material weakness or other deficiencies in our internal control over financial reporting may impede our ability to file timely and accurate reports with the SEC. Any of the above could cause a negative reaction in the financial markets due to a loss of confidence in the reliability of our financial statements. In addition, we may be required to incur costs in improving our internal control system and the hiring of additional personnel. Any such action could negatively affect our results of operations and cash flows.

We intend to pay regular dividends on our common stock, but our ability to do so may be limited.

Following the closing of this offering, we intend to pay cash dividends on our common stock on a quarterly basis, subject to the discretion of our board of directors and our compliance with applicable law, and depending on our results of operations, capital requirements, financial condition, business prospects, contractual restrictions, restrictions imposed by applicable laws and other factors that our board of directors deems relevant. See "Dividend Policy."

Our ability to pay dividends may also be restricted by the terms of any future credit agreement, including the New Credit Facilities, or any future debt or preferred equity securities. Our dividend policy entails certain risks and limitations, particularly with respect to our liquidity. By paying cash dividends rather than investing that cash in our business or repaying any outstanding debt, we risk, among other things, slowing the expansion of our business, having insufficient cash to fund our operations or make capital expenditures or limiting our ability to incur borrowings. Our board of directors will periodically review the cash generated from our business and the capital expenditures required to finance our growth plans and determine whether to modify the amount of regular dividends and/or declare any periodic special dividends. There can be no assurance that our board of directors will not reduce the amount of regular cash dividends or cause us to cease paying dividends altogether.

We could incur significant liabilities if we take certain actions that result in assessment of U.S. federal income tax on certain internal transactions undertaken by RGHL Group in preparation for this offering.

We historically operated as part of RGHL Group. In preparation for this offering, RGHL Group will effect certain distributions pursuant to the Corporate Reorganization to transfer its interests in us to PFL in a manner that is intended to qualify as tax-free to PFL, RGHL and RGHI under Sections 368(a)(1)(D) and 355 of the Internal Revenue Code of 1986, as amended (“Code”). RGHL will receive a tax opinion as to the tax treatment of these distributions, which will rely on certain facts, assumptions, representations and undertakings from Mr. Graeme Hart, RGHL Group and us regarding the past and future conduct of the companies’ respective businesses and other matters. If any of these facts, assumptions, representations or undertakings are incorrect or not otherwise satisfied, RGHL may not be able to rely on the opinion of tax counsel and could be subject to significant tax liabilities. Notwithstanding the opinion of tax counsel, the Internal Revenue Service (“IRS”) could determine on audit that these distributions are taxable if it determines that any of these facts, assumptions, representations or undertakings are not correct or have been violated or if it disagrees with the conclusions in the opinion, or for other reasons, including as a result of certain significant changes in the stock ownership of RGHL, RGHI or us after the distributions. If the distributions are determined to be taxable for U.S. federal income tax purposes, PFL, RGHL and RGHI could incur significant U.S. federal income tax liabilities, and we could also incur significant liabilities. Under the tax matters agreement between RGHL and us (“Tax Matters Agreement”), we will generally be required to indemnify RGHL Group against taxes incurred by them that arise as a result of, among other things, a breach of any representation made by us, including those provided in connection with the opinion of tax counsel or us taking or failing to take, as the case may be, certain actions, in each case, that result in any of the distributions failing to meet the requirements of a tax-free distribution under Sections 355 and 368(a)(1)(D) of the Code. For a discussion of the Tax Matters Agreement, please refer to the section entitled “Certain Relationships and Related Party Transactions—Tax Matters Agreement.”

We may be affected by significant restrictions, including on our ability to engage in certain corporate transactions for a two-year period after the Corporate Reorganization, in order to avoid triggering significant tax-related liabilities.

To preserve the tax-free treatment for U.S. federal income tax purposes to RGHL Group of the distributions to be effected pursuant to the Corporate Reorganization, under the Tax Matters Agreement that we will enter into with RGHL, we will be restricted from taking any action that prevents these distributions from being tax-free for U.S. federal income tax purposes. Under the Tax Matters Agreement, for the two-year period following these distributions, we will be subject to specific restrictions on our ability to enter into acquisition, merger, liquidation, sale and stock redemption transactions with respect to our stock. These restrictions may limit our ability to pursue certain strategic transactions or other transactions that we may believe to be in the best interests of our stockholders or that might increase the value of our business. These restrictions will not limit the acquisition of other businesses by us for cash consideration. Furthermore, we will be subject to specific restrictions on discontinuing the active conduct of our trade or business and the issuance or sale of stock or other securities (including securities convertible into our stock but excluding certain compensatory arrangements), which may limit our ability to effect certain anti-takeover provisions related to the issuance of preferred stock. Such restrictions may reduce our strategic and operating flexibility, including our options for raising equity capital. For a discussion of the Tax Matters Agreement, please refer to the section entitled “Certain Relationships and Related Party Transactions—Tax Matters Agreement.”

Risks Relating to Our Relationship with RGHL Group, PFL and Rank

PFL controls the direction of our business and PFL’s concentrated ownership of our common stock will prevent you and other stockholders from influencing significant decisions.

Upon closing of this offering, PFL will own, and control the voting power of, approximately % of our outstanding shares of common stock (or approximately % if the underwriters’ option to purchase additional shares of common stock is exercised in full). As long as PFL continues to control a majority of the voting power

of our outstanding common stock, it will generally be able to determine the outcome of all corporate actions requiring stockholder approval, including the election and removal of directors.

PFL and its affiliates engage in a broad spectrum of activities. In the ordinary course of their business activities, PFL and its affiliates may engage in activities where their interests may not be the same as, or may conflict with, the interests of our other stockholders. Investors in this offering will not be able to affect the outcome of any stockholder vote while PFL controls the majority of the voting power of our outstanding common stock. As a result, PFL will be able to control, directly or indirectly and subject to applicable law, the composition of our board of directors, which in turn will be able to control all matters affecting us, including, among others:

- any determination with respect to our business direction and policies, including the appointment and removal of officers and directors;
- the adoption of amendments to our amended and restated certificate of incorporation;
- any determinations with respect to mergers, business combinations or disposition of assets;
- compensation and benefit programs and other human resources policy decisions;
- the payment of dividends on our common stock; and
- determinations with respect to tax matters.

In addition, the concentration of PFL's ownership could also discourage others from making tender offers, which could prevent holders from receiving a premium for their common stock.

Because PFL's interests may differ from ours or from those of our other stockholders, actions that PFL takes with respect to us, as our controlling stockholder, may not be favorable to us or our other stockholders, including holders of our common stock.

If we are no longer affiliated with RGHL Group, we may be unable to continue to benefit from that relationship, which may adversely affect our operations and have a material adverse effect on us.

Our affiliation with RGHL Group provides us with increased scale and reach. We leverage our combined scale to coordinate purchases across our operations to reduce costs. If we no longer benefit from this relationship, whether because we are no longer affiliated with RGHL Group or otherwise, it may result in increased costs for us and higher prices to our customers because we may be unable to obtain goods, services, and technology from unaffiliated third parties on terms as favorable as those previously obtained. As a result of any of the above factors, we may be precluded from pursuing certain opportunities that we would otherwise pursue, including growth opportunities, which in turn may adversely affect our business, financial condition and results of operations.

We have entered, and may continue to enter, into certain related party transactions. There can be no assurance that we could not have achieved more favorable terms if such transactions had not been entered into with related parties, or that we will be able to maintain existing terms in the future.

We have entered into various transactions with Rank and other related parties that are members of RGHL Group, including, among others, agreements relating to:

- the lease for our corporate headquarters in Lake Forest, Illinois;
- the lease for a facility used for certain research and development activities in Canandaigua, New York;
- the RGHI TSA whereby RGHL Group will continue to provide certain administrative services to us, including information technology service; accounting, treasury, financial reporting and transaction support; human resources; procurement; tax, legal and compliance related services; and other corporate services, and we will provide certain services to RGHL Group, including human resources; compliance; and procurement, in each case for up to 24 months;

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- the Rank TSA whereby, upon our request, Rank will provide certain administrative services to us, including financial reporting, consulting and compliance services, insurance procurement and human resources support, legal and corporate secretarial support, and related services for up to 24 months;
- a transition and support agreement for our Red Bluff, California and Huntersville, North Carolina facilities;
- supply agreements where we sell certain products (primarily aluminum foil containers and roll foil) to, and purchase certain products (primarily tableware), from Pactiv; and
- a warehousing and freight services agreement whereby Pactiv provides certain logistics services to us.

While we believe that all such transactions have been negotiated on an arm's length basis and contain commercially reasonable terms, we may have been able to achieve more favorable terms had such transactions been entered into with unrelated parties. In addition, while these services are being provided to us by related parties, our operational flexibility to modify or implement changes with respect to such services or the amounts we pay for them may be limited. At the conclusion of the RGHI TSA, the Rank TSA and the logistics agreement, we will have to perform such services with internal resources or contract with third party providers. There could be disruptions upon transition, and there can be no assurance that we will be able to perform or obtain the necessary services at the same or lower cost. Such related party transactions may also potentially involve conflicts of interest. In the event of a dispute under any of these related party agreements, RGHL Group could decide the matter in a way adverse to us, and our ability to enforce our contractual rights may be limited.

It is also likely that we may enter into related party transactions in the future. Although material related party transactions that we may enter into will be subject to approval or ratification of a designated committee of our board of directors (which will initially be the audit committee) or other committee designated by our board of directors made up solely of independent directors, there can be no assurance that such transactions, individually or in the aggregate, will not have an adverse effect on our financial condition and results of operations, or that we could not have achieved more favorable terms if such transactions had not been entered into with related parties.

For additional information, see "Certain Relationships and Related Party Transactions."

We have no operating history as a stand-alone public company, and our historical and pro forma combined financial data is not necessarily representative of the results we would have achieved as a stand-alone public company and may not be a reliable indicator of our future results.

We have historically operated as part of RGHL Group and not as a stand-alone entity. We have no operating history as a separate publicly traded company. The combined historical information in this prospectus refers to our business as part of RGHL Group. We derived the historical and pro forma combined financial data included in this prospectus from the consolidated financial statements and accounting records of RGHL Group. This information does not necessarily reflect the financial position, results of operations, and cash flows we would have achieved as a public company during the periods presented, or those that we will achieve in the future.

This is primarily because of the following factors:

- RGHL Group historically performed or supported various corporate services for us, including executive management, supply chain, information technology, legal, finance and accounting, human resources, risk management, tax, treasury, and other services. Our historical and pro forma combined financial data reflects allocations of corporate expenses from RGHL Group for these and similar functions. These allocations may not reflect the costs we will incur for similar services in the future as a public company.
- We will have entered into certain agreements with RGHL Group (including Pactiv, which will remain one of our largest customers) and Rank, including supply agreements to sell products (mostly aluminum foil containers and aluminum foil) and purchase products (mostly tableware). Upon the expiration of these agreements, we will be required to negotiate new arrangements with RGHL Group, Rank and/or unaffiliated third parties, and these new arrangements may not reflect terms as favorable as those

previously obtained from RGHL Group and Rank. For additional information, see “Certain Relationships and Related Party Transactions.”

- We have relied upon RGHL Group for working capital requirements and other cash requirements. Subsequent to this offering, RGHL Group will not be providing us with funds to finance our working capital or other cash requirements. After this offering, our access to and cost of debt financing may be different from the historical access to and cost of debt financing under RGHL Group. Differences in access to and cost of debt financing may result in differences in the interest rate charged to us on financings, as well as the amounts of indebtedness, types of financing structures and debt markets that may be available to us, which could have an adverse effect on our business, financial condition and results of operations and cash flows.
- Historically, we have sold substantially all of our U.S. trade receivables through RGHL Group’s securitization facility. This non-recourse factoring arrangement satisfied all of the conditions that result in the derecognition of our trade receivables. Prior to the closing of this offering, we will repurchase all U.S. trade receivables outstanding as of the time of the repurchase of such trade receivables. After the closing of this offering, we will collect our trade receivables in the ordinary course of business.
- Our historical and pro forma combined financial data has not been adjusted and does not reflect changes that we expect to experience as a result of our transition to becoming a public company. These changes include (1) changes in our cost structure, personnel needs, tax structure, and business operations, (2) changes in our management, (3) potential increased costs associated with reduced economies of scale, and (4) increased costs associated with corporate governance, investor and public relations, and public company reporting and compliance.

Therefore, our historical and pro forma combined financial data may not necessarily be indicative of our future financial position, results of operations, or cash flows, and the occurrence of any of the risks discussed in this “Risk Factors” section, or any other event, could cause our future financial position, results of operations, or cash flows to materially differ from our historical and pro forma combined financial data. While we have been profitable as part of RGHL Group, we cannot assure you that our profits will continue at a similar level when we are a stand-alone public company.

For additional information about the past financial performance of our business and the basis of presentation of the historical combined financial statements and the unaudited pro forma combined financial statements of our business, see the sections entitled “Selected Historical Combined Financial Data,” “Unaudited Pro Forma Combined Financial Data,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and the historical combined financial statements and accompanying notes included elsewhere in this prospectus.

Our ability to operate our business effectively may suffer if we do not, quickly and cost effectively, establish our own financial, administrative, and other support functions, and we cannot assure you that the transitional services RGHL Group and Rank have agreed to provide us will be sufficient for our needs.

Historically, we have relied on financial, administrative, and other resources of RGHL Group to operate our business. In conjunction with our anticipated separation from RGHL Group, we intend to create our own financial, administrative and other support systems or contract with third parties to replace RGHL Group’s systems. Prior to the closing of this offering, we will enter into agreements with RGHL Group and Rank under which RGHL Group and Rank will provide certain transitional services to us, such as supply chain, information technology, legal, finance and accounting, human resources, tax, treasury and other services, as well as access to certain information technology systems shared with RGHL Group and subject to data access controls. See “Certain Relationships and Related Party Transactions—Transactions to be Entered into in Connection with this Offering” for a description of these services. These services and data access controls may not be sufficient to meet our needs. After our agreements with RGHL Group and Rank expire, we may not be able to obtain these services at prices or on terms that are as favorable. Any failure or significant downtime in our own financial,

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administrative or other support systems or in RGHL Group's or Rank's financial, administrative or other support systems during the transitional period could negatively impact our results of operations.

If PFL sells a controlling interest in our company to a third party in a private transaction, you may not realize any change-of-control premium on shares of our common stock and we may become subject to the control of a presently unknown third party.

Upon closing of this offering, PFL will own, and control the voting power of, approximately % of our outstanding shares of common stock (or approximately % if the underwriters' option to purchase additional shares of common stock is exercised in full). PFL will have the ability, should it choose to do so, to sell some or all of its shares of our common stock in a privately negotiated transaction, which, if sufficient in size, could result in a change of control of our company.

The ability of PFL to privately sell its shares of our common stock, with no requirement for a concurrent offer to be made to acquire all of the shares of our common stock that will be publicly traded hereafter, could prevent you from realizing any change-of-control premium on your shares of our common stock that may otherwise accrue to PFL on its private sale of our common stock. Additionally, if PFL privately sells its significant equity interest in our company, we may become subject to the control of a presently unknown third party. Such third party may have conflicts of interest with those of other stockholders. In addition, if PFL sells a controlling interest in our company to a third party, our liquidity could be impaired, our outstanding indebtedness may be subject to acceleration and our commercial agreements and relationships could be impacted, all of which may adversely affect our ability to run our business as described herein and may have a material adverse effect on our results of operations and financial condition.

We will be a "controlled company" within the meaning of the rules of Nasdaq and, as a result, will qualify for, and intend to rely on, exemptions from certain corporate governance requirements. You will not have the same protections afforded to stockholders of companies that are subject to such requirements.

Upon closing of this offering, PFL will continue to control a majority of the voting power of our outstanding common stock. As a result, we will be a "controlled company" within the meaning of the corporate governance standards of Nasdaq. Under these rules, a listed company of which more than 50% of the voting power is held by an individual, group or another company is a "controlled company" and may elect not to comply with certain corporate governance requirements, including:

- the requirement that a majority of the board of directors consist of independent directors;
- the requirement that our compensation, nominating and corporate governance committee be composed entirely of independent directors; and
- the requirement for an annual performance evaluation of our compensation, nominating and corporate governance committee.

While PFL controls a majority of the voting power of our outstanding common stock, we intend to rely on these exemptions and, as a result, will not have a majority of independent directors on our board of directors or a compensation, nominating and corporate governance committee consisting entirely of independent directors. Upon the closing of this offering, we expect that four of our six directors will not qualify as "independent directors" under the applicable rules of Nasdaq. Accordingly, you will not have the same protections afforded to stockholders of companies that are subject to all of the corporate governance requirements of Nasdaq.

RGHL Group may compete with us, and its competitive position in certain markets may constrain our ability to build and maintain partnerships.

We may face competition from a variety of sources, including Pactiv and other members of the RGHL Group, both today and in the future. For example, while we do have supply agreements in place with Pactiv,

Pactiv may still compete with us in certain products and/or in certain channels. In addition, while none of the other members of the RGHL Group currently manufacture or sell products that compete with our products, they may do so in the future, including as a result of acquiring a company that operates as a manufacturer of consumer products. Due to the significant resources of RGHL Group, including financial resources and know-how resulting from the previous management of our business, RGHL Group could have a significant competitive advantage should it decide to engage in the type of business we conduct, which may materially and adversely affect our business, financial condition and results of operations. Although Pactiv has historically sold the products (primarily tableware and cups) that we purchase from it in the foodservice business-to-business channel, after the termination of our supply agreement with Pactiv it could seek to sell such products in the retail channel or otherwise compete with us, especially where we sell private label or store brand products. As our former supplier, Pactiv would have information about products, including pricing, that could give it a competitive advantage.

In addition, we may partner with companies that compete with RGHL Group in certain markets. Our affiliation with RGHL Group may affect our ability to effectively partner with these companies. These companies may favor our competitors because of our relationship with RGHL Group.

Conflicts of interest may arise because certain of our directors will hold a management or board position with RGHL Group entities.

Three of our directors are also directors of RGHL and other RGHL Group entities. The interests of these directors in RGHL, other RGHL Group entities and us could create, or appear to create, conflicts of interest with respect to decisions involving both us and RGHL or RGHL Group entities that could have different implications for RGHL or RGHL Group entities and us. These decisions could, for example, relate to:

- disagreement over corporate opportunities;
- competition between us and RGHL Group;
- employee retention or recruiting;
- our dividend policy; and
- the services and arrangements from which we benefit as a result of our relationship with RGHL Group.

Conflicts of interest could also arise if we enter into any new commercial arrangements with RGHL Group in the future, or if RGHL Group decides to compete with us in any of our product categories. The presence of directors or officers of entities affiliated with RGHL on our board of directors could create, or appear to create, conflicts of interest and conflicts in allocating their time with respect to matters involving both us and any one of them, or involving us and RGHL, that could have different implications for any of these entities than they do for us. Provisions of our amended and restated certificate of incorporation and amended and restated bylaws that will be in effect prior to the closing of this offering address corporate opportunities that are presented to our directors who are also directors or officers of RGHL and certain of its subsidiaries. See “Description of Capital Stock.” We cannot assure you that our amended and restated certificate of incorporation will adequately address potential conflicts of interest or that potential conflicts of interest will be resolved in our favor or that we will be able to take advantage of corporate opportunities presented to individuals who are directors of both us and entities affiliated with RGHL. As a result, we may be precluded from pursuing certain advantageous transactions or growth initiatives.

Our inability to resolve in a manner favorable to us any potential conflicts or disputes that arise between us and RGHL Group, PFL or Rank with respect to our past and ongoing relationships may adversely affect our business and prospects.

Potential conflicts or disputes may arise between RGHL Group, PFL or Rank and us in a number of areas relating to our past or ongoing relationships, including:

- tax, employee benefit, indemnification and other matters arising from our relationship with RGHL Group, PFL or Rank;
- business combinations involving us;
- the nature, quality and pricing of services RGHL Group and Rank have agreed to provide us;
- business opportunities that may be attractive to us and RGHL Group;
- intellectual property or other proprietary rights; and
- joint sales and marketing activities with RGHL Group.

The resolution of any potential conflicts or disputes between us, RGHL Group, PFL or Rank or their subsidiaries over these or other matters may be less favorable to us than the resolution we might achieve if we were dealing with an unaffiliated third party.

The agreements we have entered into with RGHL Group and Rank, which are described in this prospectus, are of varying durations and may be amended upon agreement of the parties. PFL will be able to determine the outcome of all matters requiring stockholder approval and will be able to cause or prevent a change of control of our company or a change in the composition of our board of directors, and could preclude any acquisition of our company. For so long as we are controlled by PFL, we may be unable to negotiate renewals or amendments to these agreements, if required, on terms as favorable to us as those we would be able to negotiate with an unaffiliated third party. For more information, see “Certain Relationships and Related Party Transactions.”

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

We have made statements under the captions “Prospectus Summary,” “Risk Factors,” “Unaudited Pro Forma Combined Financial Data,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” “Business,” and in other sections of this prospectus that are forward-looking statements. 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 and anticipated trends in 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 caption entitled “Risk Factors.” You should specifically consider the numerous risks outlined under “Risk Factors.” These risks and uncertainties include factors related to:

- changes in consumer preferences, lifestyle and environmental concerns;
- relationships with our major customers, consolidation of our customer bases and loss of a significant customer;
- competition and pricing pressures;
- loss of any of our key manufacturing facilities;
- our suppliers of raw materials and any interruption in our supply of raw materials;
- costs of raw materials, energy and freight, including the impact of tariffs, trade sanctions and similar matters affecting our importation of certain raw materials;
- our ability to develop and maintain brands that are critical to our success;
- economic downturns in our target markets; and
- difficulty meeting our sales growth objectives and innovation goals.

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 prospectus to conform our prior statements to actual results or revised expectations.

USE OF PROCEEDS

We estimate that the net proceeds to us from this offering will be approximately \$ million, or approximately \$ million if the underwriters exercise their option to purchase additional shares in full, assuming an initial public offering price at the midpoint of the range set forth on the cover page of this prospectus, after deducting estimated underwriting discounts and commissions and estimated offering expenses.

We intend to use the net proceeds from this offering to repay amounts owed under the IPO Settlement Facility incurred as part of the Corporate Reorganization. The IPO Settlement Facility is scheduled to mature on the first business day after the closing date of this offering and will accrue interest at a rate equal to . We intend to use the net proceeds of the New Term Loan Facility to settle certain related party borrowings, including amounts arising as part of the Corporate Reorganization prior to the closing of this offering. The New Term Loan Facility is scheduled to mature on and will accrue interest at a rate equal to . Related party borrowings owed to RGHL Group will be settled as part of the Corporate Reorganization prior to this offering. Each \$1 increase (decrease) in the public offering price per share would increase (decrease) our net proceeds, after deducting estimated underwriting discounts and commissions, by \$ million (assuming no exercise of the underwriters' option to purchase additional shares of common stock) and would reduce (increase) the amount of related party borrowings that would otherwise be capitalized as additional paid-in capital.

We intend to use the net proceeds from the underwriters' exercise of their option to purchase additional shares of common stock, if any, to repay a portion of the New Term Loan Facility or for general corporate purposes. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Sources of Liquidity—New Credit Facilities."

An affiliate of Goldman Sachs & Co. LLC, which is an underwriter in this offering, is the lender under the IPO Settlement Facility. The net proceeds from this offering will be used to repay the IPO Settlement Facility. Because of the manner in which the proceeds will be used, this offering will be conducted in accordance with Financial Industry Regulatory Authority, Inc., or FINRA, Rule 5121. This rule requires, among other things, that a qualified independent underwriter has participated in the preparation of, and has exercised the usual standards of "due diligence" with respect to, this prospectus and the registration statement of which this prospectus forms a part. Credit Suisse Securities (USA) LLC has agreed to act as qualified independent underwriter for the offering and to undertake the legal responsibilities and liabilities of an underwriter under the Securities Act, specifically including those inherent in Section 11 of the Securities Act. We will agree to indemnify Credit Suisse Securities (USA) LLC against liabilities incurred in connection with acting as qualified independent underwriter, including liabilities under the Securities Act. Moreover, Goldman Sachs & Co. LLC is not permitted to sell common stock in this offering to an account over which it exercises discretionary authority without the prior specific written approval of the account holder. See "Underwriting (Conflicts of Interest)."

DIVIDEND POLICY

Following the closing of this offering and subject to legally available funds, we intend to pay quarterly cash dividends on our common stock initially equal to \$ per share, commencing with the quarter of fiscal year 20 .

Any declaration and payment of future dividends to holders of our common stock will be at the discretion of our board of directors and will depend on many factors, including general and economic conditions, our financial condition and operating results, our available cash and current and anticipated cash needs, capital requirements, contractual, legal, tax and regulatory restrictions, including restrictive covenants contained in our financing agreements and such other factors as our board of directors may deem relevant. See “Risk Factors—Risks Relating to Our Common Stock and this Offering—We intend to pay regular dividends on our common stock, but our ability to do so may be limited.”

Under Delaware law, dividends may be payable only out of surplus, which is calculated as our net assets less our liabilities and our capital, or, if we have no surplus, out of our net profits for the fiscal year in which the dividend is declared and/or the preceding fiscal year.

CAPITALIZATION

The following table sets forth our cash, cash equivalents and capitalization as of September 30, 2019:

- on an actual basis; and
- on a pro forma basis to reflect:
 - the legal entity reorganization of our companies so that they are all under a single parent entity, RCPI;
 - the execution of the RGHI TSA and the Rank TSA;
 - the execution of plant and asset transfer agreements (and related support agreements), manufacturing and supply agreements and certain other arrangements with RGHL Group;
 - the reallocation to an entity within RGHL Group of our portion of outstanding borrowings under the RGHL Group Credit Agreement and our subsequent legal release from the RGHL Group Credit Agreement and the legal release from the guarantees of all the senior notes issued by entities of RGHL Group;
 - the repurchase, for cash, of the U.S. trade receivables that we previously sold through RGHL Group’s securitization facility that are outstanding as of the time of the repurchase of such trade receivables;
 - the reclassification of RGHL Group’s historical net investment in us to additional paid-in capital and the establishment of share capital consisting of shares of common stock;
 - the consummation of the Stock Split;
 - the entry into the New Credit Facilities and the incurrence of debt under the New Term Loan Facility and the IPO Settlement Facility;
 - the repayment of certain related party borrowings owing to RGHL Group and the capitalization, as additional paid-in capital without the issuance of any additional shares, of the remaining balance of the related party borrowings owing to RGHL Group;
 - the sale by us of shares of common stock in this offering, at an assumed initial public offering price of \$ per share, the midpoint of the range set forth on the cover page of this prospectus, representing the receipt of \$ million in net proceeds after deducting the underwriting discount and the estimated offering expenses payable by us, as well as the application of such net proceeds as described in “Use of Proceeds”; and
 - the issuance of the IPO Grants.

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The pro forma information set forth in the table below is illustrative only and will be adjusted based on the actual initial public offering price and other terms of this offering determined at pricing. This table should be read in conjunction with “Use of Proceeds,” “Selected Historical Combined Financial Data,” “Unaudited Pro Forma Combined Financial Data,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” and our annual and interim combined financial statements and notes thereto included elsewhere in this prospectus.

	September 30, 2019 (In millions except share and per share data)	
	Actual	Pro forma
Cash and cash equivalents	\$ 15	\$
Debt, including current and long-term:		
RGHL Group Credit Agreement—U.S. term loan(1)	\$2,016	\$
Related party borrowings(2)	2,148	
New Credit Facilities(3)	—	
Total debt	\$4,164	\$
Equity:		
Common stock, \$0.001 par value per share, shares authorized, shares outstanding on a pro forma basis	—	
Additional paid-in capital	—	
Net Parent deficit	(807)	
Accumulated other comprehensive income (loss)	9	
Total stockholders’ (deficit) equity(4)	\$ (798)	\$
Total capitalization	\$3,366	\$

- (1) Our portion of the RGHL Group Credit Agreement consists of a U.S. term loan of \$2,021 million of principal amount, net of deferred financing transaction costs and original issue discounts of \$5 million.
- (2) Related party borrowings consist of \$2,148 million of principal amount.
- (3) New Credit Facilities consist of a \$ million New Term Loan Facility and a \$ million New Revolving Facility (which New Revolving Facility is expected to be undrawn upon the closing of this offering), net of deferred financing transaction costs of \$ million.
- (4) As described in “Use of Proceeds,” we intend to use the net proceeds from this offering to repay amounts owed under the IPO Settlement Facility incurred as part of the Corporate Reorganization. We intend to use the net proceeds of the New Term Loan Facility to settle certain related party borrowings, including amounts arising as part of the Corporate Reorganization prior to the closing of this offering. Related party borrowings owed to RGHL Group will be settled as part of the Corporate Reorganization prior to this offering. Excluding the impact of underwriting discounts and commissions payable by us, (i) any increase or decrease in the assumed initial public offering price, and (ii) any increase or decrease in the number of shares of our common stock offered by us, is not expected to materially impact our pro forma cash and cash equivalents, additional paid-in capital, total stockholders’ equity and total capitalization. The impact of any change described in clause (i) or (ii) above will be offset as a result of the capitalization, as additional paid-in capital without the issuance of any additional shares, of any related party borrowings we have with RGHL Group.

DILUTION

If you invest in shares of our common stock, your investment will be immediately diluted to the extent of the difference between the initial public offering price per share of common stock and the pro forma net tangible book value per share of common stock after this offering. Dilution results from the fact that the per share offering price of the shares of common stock is substantially in excess of the pro forma net tangible book value per share after this offering.

Our net tangible book value as of September 30, 2019 was \$ million or \$ per share of common stock after giving pro forma effect to the Corporate Reorganization. Net tangible book value represents total tangible assets less total liabilities. Tangible assets represent total assets excluding goodwill and other intangible assets. Net tangible book value per share represents net tangible book value divided by the aggregate number of shares of common stock outstanding immediately prior to this offering (after giving effect to the Corporate Reorganization).

After giving further effect to the sale by us of the shares of our common stock in this offering, at an assumed initial public offering price of \$ per share, the midpoint of the range set forth on the cover page of this prospectus, and the receipt and application of the net proceeds, our pro forma net tangible book value as of September 30, 2019 would have been \$ million or \$ per share. This represents an immediate increase in pro forma net tangible book value to the existing stockholder of \$ per share and an immediate dilution to new investors of \$ per share. Dilution per share represents the difference between the price per share to be paid by new investors for the shares of our common stock sold in this offering and the pro forma net tangible book value per share immediately after this offering. The following table illustrates this per share dilution:

Assumed initial public offering price	\$
Pro forma net tangible book value per share as of September 30, 2019 (after giving effect to the Corporate Reorganization)	\$
Increase in pro forma net tangible book value per share attributable to new investors	
Pro forma net tangible book value per share after offering	
Dilution per share to new investors	<u>\$</u>

The following table sets forth, on a pro forma basis, as of September 30, 2019, the number of shares of our common stock purchased from us, the total consideration paid, or to be paid, and the average price per share paid, or to be paid, by the existing stockholder and by the new investors, at an assumed initial public offering price of \$ per share, the midpoint of the range set forth on the cover page of this prospectus, before deducting estimated underwriting discounts and commissions and offering expenses payable by us:

	Shares Purchased		Total Consideration		Average Price Per Share
	Number	Percent	Amount	Percent	
Existing stockholder		%	\$	%	
New investors					
Total		100%	\$	100%	

The foregoing tables assume no exercise of the underwriters' option to purchase additional shares of common stock.

SELECTED HISTORICAL COMBINED FINANCIAL DATA

The following table presents our selected historical combined financial data. As detailed in our annual and interim combined financial statements included elsewhere in this prospectus, prior to this offering, our operations are not structured under a single consolidating parent entity.

The combined statement of income data and summary cash flow data for each of the years ended December 31, 2018, 2017, and 2016, and the combined balance sheet data as of December 31, 2018 and 2017, are derived from our annual combined financial statements included elsewhere in this prospectus. The unaudited combined statement of income data and summary cash flow data for the years ended December 31, 2015 and 2014, and the unaudited combined balance sheet data as of December 31, 2016, 2015, and 2014, are derived from our financial records, which were derived from the financial records of RGHL Group, and are not included in this prospectus. The unaudited combined financial data as of December 31, 2016, 2015 and 2014 and for the years ended December 31, 2015 and 2014 were prepared on the same basis as our annual combined financial statements.

The combined statement of income data and summary cash flow data for the nine months ended September 30, 2019 and 2018, and the combined balance sheet data as of September 30, 2019, have been derived from our interim condensed combined financial statements included elsewhere in this prospectus. The selected combined balance sheet data as of September 30, 2018 has been derived from our financial records, which were derived from the financial records of RGHL Group, and are not included in this prospectus.

The interim condensed combined financial statements as of September 30, 2019 and for the nine months ended September 30, 2019 and 2018 were prepared on the same basis as our annual combined financial statements. In our opinion, such financial statements include all normal and recurring adjustments considered necessary for a fair statement of the financial information set forth in those statements.

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Our historical combined financial statements have been prepared on a stand-alone basis in accordance with GAAP and are derived from RGHL Group's consolidated financial statements and accounting records using the historical results of operations and assets and liabilities attributed to our operations, and include allocations of expenses from RGHL Group. We believe these allocations were made on a reasonable basis. Our historical results are not necessarily indicative of our results in any future period. You should read the following selected historical combined financial data together with our combined annual and interim financial statements and the related notes included elsewhere in this prospectus and the "Capitalization," "Unaudited Pro Forma Combined Financial Data," and "Management's Discussion and Analysis of Financial Condition and Results of Operations" sections of this prospectus.

	Nine months ended September 30,		Year ended December 31,				
	2019	2018	2018	2017	2016	2015	2014
(In millions)							
Statement of Income Data:							
Net revenues(1),(3)	\$ 2,083	\$ 2,113	\$ 2,981	\$ 2,809	\$ 2,792	\$ 2,798	\$ 2,719
Related party net revenues(2),(3)	114	122	161	148	143	170	159
Total net revenues(3)	2,197	2,235	3,142	2,957	2,935	2,968	2,878
Cost of sales(2)	(1,580)	(1,669)	(2,310)	(2,095)	(2,048)	(2,193)	(2,241)
Gross profit	617	566	832	862	887	775	637
Selling, general and administrative expenses(2),(4)	(231)	(218)	(288)	(294)	(325)	(268)	(244)
Other expense, net(4)	(34)	(20)	(31)	(28)	(28)	(33)	(28)
Income from operations	352	328	513	540	534	474	365
Non-operating income (expense), net	1	—	—	—	(10)	(2)	(1)
Interest expense, net(5),(6)	(174)	(212)	(280)	(322)	(391)	(363)	(349)
Income before income taxes	179	116	233	218	133	109	15
Income tax (expense) benefit	(44)	(24)	(57)	84	(54)	(41)	(6)
Net income	\$ 135	\$ 92	\$ 176	\$ 302	\$ 79	\$ 68	\$ 9
Adjusted EBITDA (non-GAAP)(7)	\$ 441	\$ 423	\$ 647	\$ 656	\$ 647	\$ 583	\$ 523
Balance Sheet Data (as of end of period):							
Accounts receivable, net	\$ 15		\$ 16	\$ 9	\$ 52	\$ 55	\$ 64
Inventories	478		429	371	298	289	339
Related party receivables—non-current(6)	—		2,401	1,929	1,784	1,243	792
Total assets(8)	4,130		6,421	5,911	5,738	5,236	4,901
Accounts payable	119		136	121	124	119	114
Long-term debt, including current portion(5)	2,016		2,030	2,049	2,067	891	915
Related party borrowings, including current portion(6)	2,148		3,950	3,927	3,957	4,913	4,683
Total equity (deficit)	(798)		(1,027)	(1,298)	(1,517)	(1,640)	(1,765)
Cash Flow Data:(9)							
Net cash provided by (used in):							
Operating activities	\$ 158	\$ 347	\$ 530	\$ 395	\$ 393	\$ 280	\$ (43)
Investing activities	(93)	(235)	(554)	(364)	(584)	(481)	(280)
Financing activities	(73)	(129)	24	(40)	180	232	296

- (1) Our net revenues are derived primarily from sales of our cooking, waste & storage and tableware products to third-party customers, primarily in the United States. Revenues are reported net of estimated sales incentives.

- (2) Related party net revenues represent the sale of our finished products to RGHL Group. Those transactions have historically taken place at an agreed upon price, which may not be equivalent to the terms that would prevail in an arm's length transaction. In connection with this offering, we have entered, or will enter, into agreements that document and/or amend certain ongoing commercial arrangements we have with certain RGHL Group subsidiaries. These manufacturing and supply agreements will become effective no later than the closing of this offering. Following the closing of this offering, these agreements will impact our related party net revenues, our cost of sales and our selling, general and administrative expenses. For further information, see "Certain Relationships and Related Party Transactions," "Unaudited Pro Forma Combined Financial Data" and Note 14—Related Party Transactions of our annual combined financial statements included elsewhere in this prospectus.

Following the closing of this offering, the RGHI TSA and the Rank TSA will take effect to cover certain corporate services currently provided by RGHL Group.

Due to these and other changes we anticipate in connection with this offering, the historical combined financial data included in this prospectus may not necessarily reflect our financial position, results of operations and cash flows in the future or what our financial position, results of operations and cash flows would have been had we been a stand-alone public company during the periods presented. See the notes to our unaudited pro forma combined financial data.

- (3) On January 1, 2018, we adopted ASC 606, using the modified retrospective method for all contracts not completed as of the date of adoption, resulting in a \$5 million adjustment to Net Parent deficit. There was no other material financial impact from adopting the new revenue recognition standard. See Note 2—Summary of Significant Accounting Policies of our annual combined financial statements included elsewhere in this prospectus for an explanation of the impact of the adoption of ASC 606. Results as of and for the year ended December 31, 2018 and periods thereafter are presented under ASC 606, while prior period amounts are not adjusted and continue to be reported under ASC 605, *Revenue Recognition*, the accounting standard in effect for those periods presented.
- (4) RGHL Group currently provides certain corporate services to us, and costs associated with these functions have been allocated to us. Our historical combined financial statements included elsewhere in this prospectus reflect these costs primarily in selling, general and administrative expenses and other expense, net. These allocations include costs related to corporate services such as executive management, finance, legal, tax, information technology and a portion of a related party management fee incurred by RGHL Group. The total amount of these allocations from RGHL Group was \$40 million, \$37 million, \$39 million, \$42 million and \$39 million in the years ended December 31, 2018, 2017, 2016, 2015 and 2014, respectively, and \$29 million for each of the nine months ended September 30, 2019 and 2018. See Note 1—Description of Business and Basis of Presentation in our annual combined financial statements included elsewhere in this prospectus for additional information.
- (5) During the periods presented above, we had between \$734 million and \$2,084 million of borrowings under the RGHL Group Credit Agreement. Interest expense has been recognized based on the historical interest rates of the RGHL Group Credit Agreement and totaled \$97 million, \$85 million, \$51 million, \$40 million and \$37 million in the years ended December 31, 2018, 2017, 2016, 2015 and 2014, respectively, and \$78 million and \$71 million in the nine months ended September 30, 2019 and 2018, respectively. Deferred financing transaction costs and original issue discounts have been recognized in the same proportion as debt and are recorded as a reduction to the outstanding borrowings included in our combined balance sheets. As part of the Corporate Reorganization prior to the closing of this offering, our borrowings under the RGHL Group Credit Agreement will be reallocated to RGHL Group and we will be legally released from the RGHL Group Credit Agreement and from the guarantees of all the senior notes issued by entities of RGHL Group. See "Unaudited Pro Forma Combined Financial Data" for additional information.
- (6) Historically, we have reported significant interest bearing related party receivables and interest bearing long-term related party borrowings. These balances arose as part of wider RGHL Group cash management activities. In June 2019, the outstanding related party receivables were used to reduce the balances outstanding under various related party borrowings and accrued interest payable. As part of the Corporate

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Reorganization prior to the closing of this offering, any remaining balances will be settled. See “Unaudited Pro Forma Combined Financial Data” for additional information.

- (7) We define “Adjusted EBITDA” as our net income calculated in accordance with GAAP, plus the sum of income tax expense, net interest expense, depreciation and amortization and further adjusted to exclude unrealized gains and losses on derivatives, costs associated with rationalizing operations and administrative functions, factoring discounts, defined benefit plan settlement losses, amortization of actuarial gains, operational process engineering related consultancy costs, the allocated related party management fee and transaction-related costs.

We have included Adjusted EBITDA in this prospectus 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 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.

The following table presents a reconciliation of net income, the most directly comparable GAAP financial measure, to Adjusted EBITDA for each of the periods indicated:

	Nine months ended September 30,		Year ended December 31,				
	2019	2018	2018	2017	2016	2015	2014
	(In millions)						
Net income (GAAP)	\$ 135	\$ 92	\$176	\$302	\$ 79	\$ 68	\$ 9
Income tax expense (benefit)	44	24	57	(84)	54	41	6
Interest expense, net	174	212	280	322	391	363	349
Depreciation and amortization	63	66	87	90	97	100	102
Factoring discount(a)	15	14	22	19	15	17	18
Allocated related party management fee(b)	7	6	10	10	13	17	9
Transaction-related costs(c)	12	—	—	—	—	—	—
Unrealized (gains) losses on derivatives(d)	(9)	8	14	(4)	(8)	(21)	25
Business rationalization costs(e)	1	4	4	2	1	—	3
Defined benefit plan settlement loss(f)	—	—	—	—	9	—	—
Other(g)	(1)	(3)	(3)	(1)	(4)	(2)	2
Adjusted EBITDA (Non-GAAP)	\$ 441	\$ 423	\$647	\$656	\$647	\$583	\$523

- a) Reflects the loss on sale that we incur when we sell our U.S. trade receivables through RGHL Group’s securitization facility. For further information, refer to Note 9—Other Expense, Net in our annual combined financial statements and Note 11—Other Expense, Net in our interim condensed combined financial statements, each of which are included elsewhere in this prospectus. In conjunction with this offering, we will cease to participate in this facility.
- b) Reflects our allocation, from RGHL Group, of a management fee that is charged by Rank to RGHL Group. We will not be required to pay any portion of this management fee after closing of this offering. For further information, refer to Note 9—Other Expense, Net in our annual combined financial statements and Note 11—Other Expense, Net in our interim condensed combined financial statements, each of which are included elsewhere in this prospectus.
- c) Reflects allocated costs during the nine months ended September 30, 2019 related to the IPO process that cannot be offset against the expected future IPO proceeds, as well as costs related to our preparations to operate as a stand-alone public company.
- d) Reflects the mark-to-market movements in our commodity derivatives. For further information, refer to Note 7—Financial Instruments in our annual combined financial statements and Note 8—Financial Instruments in our interim condensed combined financial statements, each of which are included elsewhere in this prospectus.
- e) Reflects primarily employee termination costs associated with rationalizing our operations in Canada.

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- f) Reflects the settlement loss recognized on merging our defined benefit plan into a plan sponsored by RGHL Group. For further information, refer to Note 8—Benefit Plans in our annual combined financial statements included elsewhere in this prospectus.
- g) Includes the amortization of actuarial gains related to our postretirement benefit plan. For further information, refer to Note 8—Benefit Plans in our annual combined financial statements and Note 9—Benefit Plans in our interim condensed combined financial statements, each of which are included elsewhere in this prospectus.
- (8) On January 1, 2019, we adopted ASC 842, using the modified retrospective method without the recasting of comparative periods' financial information, as permitted by the transition guidance. Results as of and for the nine months ended September 30, 2019 are presented under ASC 842, while prior period amounts are not adjusted and continue to be reported under ASC 840, *Leases*, the accounting standard in effect for those periods presented.
- (9) We have historically operated as part of RGHL Group and not as a stand-alone public company. RGHL Group centrally managed substantially all of our financial resources for all of the periods presented. Accordingly, our historical operating, investing and financing cash flow data each includes significant related party transactions which may not have arisen had we been a stand-alone public company.

Our net cash provided by operating activities includes the impact of changes in related party receivables and payables that are not representative of the timing of settlement of trade balances on terms consistent with third party arrangements entered into in the normal course of business. Our net cash provided by operating activities also includes historical related party interest paid, net, related to arrangements with RGHL Group that will cease on or prior to the closing of this offering. Furthermore, as detailed in Note 2—Summary of Significant Accounting Policies of our annual combined financial statements included elsewhere in this prospectus, our U.S. operations were included in a consolidated U.S. federal tax return and the settlement of our U.S. federal current tax is recognized directly as a movement in Net Parent deficit. As a result, our net cash provided by operating activities does not include any cash outflow associated with the payment of U.S. federal tax.

The following table illustrates the impact of the timing of settlement of related party receivables and payables, as well as the settlement of our U.S. federal current tax directly through Net Parent deficit, on our net cash provided by operating activities.

	Nine months ended September 30,		Year ended December 31,		
	2019	2018	2018	2017	2016
	(In millions)				
Change in related party accounts payable	\$ (72)	\$ 163	\$ 22	\$ (7)	\$ 64
Change in related party accounts receivable (excluding related party interest receivable)	(28)	(32)	(3)	(10)	—
Change in income tax payable	50	42	71	67	54
Net (decrease) increase in net cash provided by operating activities due to the above items	<u>\$ (50)</u>	<u>\$ 173</u>	<u>\$ 90</u>	<u>\$ 50</u>	<u>\$ 118</u>

The following table illustrates the impact of historical related party interest expense paid, net of related party interest income received on our net cash provided by operating activities.

	Nine months ended September 30,		Year ended December 31,		
	2019	2018	2018	2017	2016
	(In millions)				
Related party interest received (paid), net	\$ (2)	\$ 16	\$ 65	\$ (56)	\$ (207)

For further information regarding related party transactions reported within our cash flows from investing and financing activities, refer to our combined statements of cash flows in our annual combined financial statements and interim condensed combined financial statements, each of which is included elsewhere in this prospectus.

UNAUDITED PRO FORMA COMBINED FINANCIAL DATA

The following unaudited pro forma combined financial data of RCP consist of unaudited pro forma combined statements of income for the nine months ended September 30, 2019 and for the year ended December 31, 2018, and an unaudited pro forma combined balance sheet as of September 30, 2019. The unaudited pro forma combined financial statements and the related notes should be read in conjunction with “Use of Proceeds,” “Capitalization,” “Selected Historical Combined Financial Data,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” “Certain Relationships and Related Party Transactions,” and our audited and unaudited combined financial statements and the related notes included elsewhere in this prospectus.

The unaudited pro forma combined statements of income give effect to the Pro Forma Transactions (as defined below) as if the Pro Forma Transactions had occurred or had become effective as of January 1, 2018. The unaudited pro forma combined balance sheet gives effect to the Pro Forma Transactions as if the Pro Forma Transactions had occurred or had become effective as of September 30, 2019.

The pro forma adjustments are based upon available information and certain assumptions that we believe are reasonable. The unaudited pro forma combined financial statements are for illustrative and informational purposes only and do not purport to represent what our financial position or results of operations would have been if we had operated as a stand-alone public company during the periods presented or if the transactions described below had actually occurred as of the dates indicated, nor does it project our financial position at any future date or our results of operations or cash flows for any future period.

The unaudited pro forma statements of income and balance sheet have been derived from the historical annual combined and interim condensed combined financial statements included elsewhere in this prospectus. Our unaudited pro forma combined financial statements have been prepared to reflect adjustments to our historical combined financial statements that are: (1) directly attributable to the Pro Forma Transactions, (2) factually supportable and (3) with respect to the unaudited pro forma combined statements of income, expected to have a continuing impact on our results. The unaudited pro forma combined financial statements do not include non-recurring items, including, but not limited to

The unaudited pro forma combined financial statements give effect to the following pro forma transactions (“Pro Forma Transactions”):

- the legal entity reorganization of our companies so that they are all under a single parent entity, RCPI;
- the execution of the RGHI TSA and the Rank TSA;
- the execution of plant and asset transfer agreements (and related support agreements), manufacturing and supply agreements and certain other agreements to be entered into with RGHL Group that document and/or amend ongoing commercial arrangements that we have with RGHL Group;
- the reallocation to an entity within RGHL Group of our portion of outstanding borrowings under the RGHL Group Credit Agreement and our subsequent legal release from the RGHL Group Credit Agreement and the legal release from the guarantees of all the senior notes issued by entities of RGHL Group;
- the repurchase, for cash, of the U.S. trade receivables that we previously sold through RGHL Group’s securitization facility that are outstanding as of the time of the repurchase of such trade receivables;
- the reclassification of RGHL Group’s historical net investment in us to additional paid-in capital and the establishment of share capital consisting of shares of common stock;
- the consummation of the Stock Split;
- the entry into the New Credit Facilities and the incurrence of debt under the New Term Loan Facility and the IPO Settlement Facility;

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- the repayment of certain related party borrowings owing to RGHL Group and the capitalization, as additional paid-in capital without the issuance of any additional shares, of the remaining balance of the related party borrowings owing to RGHL Group;
- the reorganization of our equity holdings such that RGHL Group will transfer its interests in us to PFL and, as such, ownership of our common stock will be held outside the group of entities that will represent RGHL Group after this offering;
- the sale by us of shares of common stock in this offering, at an assumed initial public offering price of \$ per share, the midpoint of the range set forth on the cover page of this prospectus, representing the receipt of \$ in net proceeds after deducting the underwriting discount and the estimated offering expenses payable by us, as well as the application of such net proceeds as described in “Use of Proceeds”; and
- the issuance of the IPO Grants.

RGHL Group currently provides certain corporate services to us, and costs associated with these functions have been allocated to us. These allocations include costs related to corporate services, such as executive management, information technology, legal, finance and accounting, human resources, risk management, tax, treasury and other services. Following the closing of this offering, we expect RGHL Group and Rank to continue to provide many of these services on a fee basis under the RGHI TSA and the Rank TSA described in “Certain Relationships and Related Party Transactions—Transactions to be Entered into in Connection with this Offering.”

Upon the closing of this offering, we will assume responsibility for all of our stand-alone public company costs, including the costs of certain corporate services currently provided by RGHL Group. We estimate that our annual selling, general and administrative expenses for these costs will be approximately \$ million (representing approximately \$ million of annual costs incremental to the 2018 allocated costs referred to above). In addition, as we transition away from the corporate services currently provided by RGHL Group, we believe that we may incur \$ million to \$ million of non-recurring transitional costs in both 2019 and 2020 to establish our own stand-alone corporate functions.

In addition, in connection with this offering, we will establish the 2020 incentive award plan for purposes of granting stock-based compensation awards to certain of our senior management, to our non-executive directors and to certain employees, to incentivize their performance and align their interests with ours. The maximum number of shares of common stock initially available for issuance under the equity incentive awards granted pursuant to the plan is expected to equal shares. Upon the granting of stock-based compensation awards, and the vesting of such awards, we will recognize stock-based compensation expense. Historically, we have not granted any stock-based compensation awards. No adjustment has been made for these future equity incentive plan awards because the timing and amount of the awards to be granted is uncertain.

The unaudited pro forma combined statements of income also exclude certain non-recurring items that we expect to incur in connection with the Corporate Reorganization and this offering, including costs related to legal, accounting and other professional fees. We have incurred costs totaling \$12 million for transaction-related services during the nine months ended September 30, 2019 and we estimate an additional \$ million to \$ million will be incurred in 2019. We expect all of these costs to be expensed, as incurred.

Due to the scope and complexity of these activities, the amount of these estimated costs could increase or decrease materially and the timing of when they are incurred could change.

The above incremental stand-alone public company costs and non-recurring transition costs are not reflected in our unaudited pro forma combined financial statements as such amounts are estimates and not factually supportable.

**Unaudited Pro Forma Combined
Balance Sheet As of September 30, 2019
(In Millions, Except Share and Per Share Data)**

	<u>Historical Combined</u>	<u>Pro Forma Adjustments</u>	<u>Pro Forma Consolidated</u>
Assets			
Cash and cash equivalents	\$ 15	\$	\$
Accounts receivable, net	15	271(e)	
Other receivables	4	—	
Related party receivables	44	(40)(e)	
Inventories	478	—	
Other current assets	8		
Total current assets	564		
Property, plant and equipment, net	513	—	
Operating lease right-of-use assets, net	35	—	
Goodwill	1,879	—	
Intangible assets, net	1,131	—	
Deferred income taxes	1	—	
Other assets	7	—	
Total assets	\$ 4,130	\$	\$
Liabilities and Stockholders' Equity			
Accounts payable	\$ 119	\$	\$
Related party payables	93	(51)(e)	
Related party accrued interest payable	42	(42)(b)	
Current portion of long-term debt	21		
Current portion of related party borrowings	1	(1)(b)	
Income taxes payable	13	—	
Accrued and other current liabilities	120	5(e)	
Total current liabilities	409		
Long-term debt	1,995		
Long-term related party borrowings	2,147	(2,147)(b)	
Long-term operating lease liabilities	30	—	
Deferred income taxes	288	—	
Long-term postretirement benefit obligation	44	—	
Other liabilities	15	—	
Total liabilities	\$ 4,928		
Net Parent (deficit)	(807)	807(g)	
Accumulated other comprehensive income	9	—	
Stockholders' Equity:			
Common stock, shares authorized, \$0.001 par value; shares issued and outstanding on a pro forma basis	—		
Additional paid-in capital	—		
Retained earnings (deficit)	—		
Total equity (deficit)	(798)		
Total liabilities and equity (deficit)	\$ 4,130	\$	\$

See accompanying Notes to Unaudited Pro Forma Combined Financial Data.

**Unaudited Pro Forma Combined Statement of
Income For the Nine Months Ended
September 30, 2019
(In Millions, Except Share and Per Share Data)**

	<u>Historical Combined</u>	<u>Pro Forma Adjustments</u>	<u>Pro Forma Consolidated</u>
Net revenues	\$ 2,083	\$	\$
Related party net revenues	114		
Total net revenues	2,197		
Cost of sales	(1,580)		
Gross profit	617		
Selling, general and administrative expenses	(231)	(2)(e)	
Other expense, net	(34)	22(e)	
Income from operations	352		
Non-operating income (expense), net	1	—	
Interest expense, net	(174)		
Income before income taxes	179		
Income tax expense	(44)		
Net income	\$ 135	\$	\$
Earnings per Share, Basic and Diluted:			
Basic			\$
Diluted			\$
Weighted Average Shares Outstanding:			
Basic			
Diluted			

**Unaudited Pro Forma Combined Statement of
Income For the Year Ended December 31, 2018
(In Millions, Except Share and Per Share Data)**

	<u>Historical Combined</u>	<u>Pro Forma Adjustments</u>	<u>Pro Forma Consolidated</u>
Net revenues	\$ 2,981	\$	\$
Related party net revenues	161		
Total net revenues	3,142		
Cost of sales	(2,310)		
Gross profit	832		
Selling, general and administrative expenses	(288)	(3)(e)	
Other income (expense), net	(31)	32(e)	
Income from operations	513		
Non-operating expense, net	—	—	
Interest expense, net	(280)		
Income before income taxes	233		
Income tax (expense) benefit	(57)		
Net income	\$ 176	\$	\$
Earnings per Share, Basic and Diluted:			
Basic			\$
Diluted			\$
Weighted Average Shares Outstanding:			
Basic			
Diluted			

See accompanying Notes to Unaudited Pro Forma Combined Financial Data.

Notes to Unaudited Pro Forma Combined Financial Data**(a) Existing External Indebtedness**

An adjustment to the unaudited pro forma combined balance sheet as of September 30, 2019 has been made to reflect (i) the reallocation of \$2,016 million of long-term debt that is outstanding under the RGHL Group Credit Agreement, and our subsequent release as a borrower and guarantor of this facility, in exchange for an increase in our related party borrowings, and (ii) the subsequent settlement of the related party borrowings. Refer to (c) for further details.

An adjustment to the unaudited pro forma combined statements of income for the nine months ended September 30, 2019 and the year ended December 31, 2018 has been made to eliminate the interest expense related to our existing external indebtedness, as if it had been reallocated on January 1, 2018. Refer to (c) for further details.

(b) Existing Related Party Borrowings and Related Party Accrued Interest Payable

An adjustment to the unaudited pro forma combined balance sheet as of September 30, 2019 has been made to reflect the settlement of \$2,148 million of related party borrowings and \$42 million of related party accrued interest payable to RGHL Group as part of the Corporate Reorganization.

An adjustment to the unaudited pro forma combined statements of income for the nine months ended September 30, 2019 and the year ended December 31, 2018 has been made to eliminate the interest expense, net related to our related party borrowings and receivables, as if they had been settled on January 1, 2018.

The following table presents the pro forma adjustments to related party borrowings:

	<u>(in millions)</u>
Increase in related party borrowings as a result of the reallocation of indebtedness outstanding under the RGHL Group Credit Agreement, as described in (a)	\$ 2,016
Increase in related party borrowings to fund the purchase of U.S. trade receivables previously sold through RGHL Group's securitization facility, as described in (e)	271
Increase in related party borrowings in conjunction with plant and asset transfers, as described in (e)	
Increase in related party borrowings in conjunction with the legal entity reorganization, as described in (g)	
Increase in related party borrowings from the offset with related party trade receivables and payables, as described in (e)	11
Decrease in related party borrowings from the use of cash, as described in (d)	
Decrease in related party borrowings from the capitalization of the remaining balance, as additional paid-in capital without the issuance of any additional shares, as described in (g)	
Net adjustment to related party borrowings, comprising \$1 million current and \$2,147 million non-current	<u>\$ (2,148)</u>

(c) New Credit Facilities

Prior to the closing of this offering, we will enter into the New Credit Facilities and incur \$ million of deferred financing transaction costs. In connection with our entrance into the New Credit Facilities we will incur \$ million of indebtedness under the New Term Loan Facility resulting in interest expense of \$ million annually (based on an assumed constant interest rate of % for the period), including annual amortization of deferred financing transaction costs of \$ million. A change of 12.5 basis points to the assumed annual interest rate of the New Term Loan Facility would change pro forma interest expense by \$

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million annually. We expect the New Revolving Facility to be undrawn upon closing of this offering. See “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Sources of Liquidity” for a more detailed description of the New Credit Facilities.

The following table presents the pro forma adjustments to long-term debt:

	(In millions)
Reallocation of outstanding debt incurred under the RGHL Group Credit Agreement, comprising the current portion of \$21 million and the non-current portion of \$1,995 million	\$ 2,016
Incurrence of debt under the New Term Loan Facility, presented as a current portion of \$ million and a non-current portion of \$ million	
Incurrence of debt under the IPO Settlement Facility	
Repayment of the IPO Settlement Facility	
Deferred financing transaction costs associated with the New Credit Facilities	
Net adjustment to long-term debt	<u>\$</u>

The following table presents the pro forma adjustments to interest expense, net:

	Nine months ended September 30, 2019	Year ended December 31, 2018
	(In millions)	
New Term Loan Facility	\$	\$
RGHL Group Credit Agreement—U.S. Term Loan	(78)	(97)
Interest expense, related party borrowings	(128)	(233)
Interest income, related party receivables	33	52
Amortization of deferred financing transaction costs		
Net adjustment to interest expense, net	<u>\$</u>	<u>\$</u>

(d) Cash and Cash Equivalents

The following table presents the pro forma adjustments to cash and cash equivalents:

	(In millions)
Cash received from additional related party borrowings to repurchase U.S. trade receivables sold through RGHL Group’s securitization facility	\$ 271
Cash received from proceeds of the New Term Loan Facility	
Cash received from proceeds of the IPO Settlement Facility	
Cash paid for the New Credit Facilities financing transaction costs	
Cash paid to settle related party borrowings	
Cash paid to repurchase U.S. trade receivables sold through RGHL Group’s securitization facility	(271)
Cash paid for plant and asset transfers	
Cash received from the issuance of million shares	
Cash paid for costs associated with issuance of shares	
Cash paid to settle the IPO Settlement Facility	
Net adjustment to cash and cash equivalents	<u>\$</u>

(e) Operational Changes and Separation Adjustments

In connection with this offering, we have entered, or will enter, into agreements that document and/or amend ongoing commercial arrangements we have with RGHL Group and Rank. These agreements will become effective no later than the closing of this offering.

Supply, warehousing and freight agreements and related plant and asset transfers

We will enter into supply agreements with Pactiv to continue selling products to and buying products from Pactiv. These agreements will expire on December 31, 2024. We will also enter into a warehousing and freight services agreement with Pactiv to continue storing many of our finished goods in warehouses operated by Pactiv and for them to continue to provide us with certain freight services. The term of the warehousing services under the agreement will vary by location. The term of the freight services under the agreement is for approximately three years.

In conjunction with entering into new supply, warehousing and freight agreements with Pactiv, the ownership or lease of certain plants, warehouses, equipment (including manufacturing lines), information technology assets and inventory will be transferred to us from RGHL Group. These items are already reflected in our historical combined financial statements included elsewhere in this prospectus. An adjustment to the unaudited pro forma combined balance sheet as of September 30, 2019 has been made to reflect the payment of \$ million to RGHL Group for these items, with the difference between consideration paid and the existing net book value being recognized directly in additional paid-in capital.

The net effect of these agreements and related plant and asset transfers as reflected in the adjustments to the unaudited pro forma combined statements of income was an increase in revenues of \$ million and \$ million and a net in cost of sales of \$ and \$ million, in each case, for the nine months ended September 30, 2019 and the year ended December 31, 2018, respectively.

Transition services agreements

In connection with this offering, we will enter into the RGHI TSA whereby RGHL Group will continue to provide certain administrative services to us, including information technology service; accounting, treasury, financial reporting and transaction support; human resources; procurement; tax, legal and compliance related services and other corporate services for up to 24 months. These services will be consistent with administrative services provided to us by RGHL Group prior to this offering, and the charges will be at forecasted cost or current cost plus margin. In addition, under the RGHI TSA, we will provide certain services to RGHL Group, including human resources; compliance; and procurement consistent with services provided by us to RGHL Group prior to this offering, which will also be charged at current cost plus margin and provided for a period of up to 24 months, and at each other's request, certain tax, financial and other information will be provided to enable preparation of financial and tax reports of the respective parties and for other business purposes.

Also, in connection with this offering, we will enter into the Rank TSA whereby, upon our request, Rank will provide certain administrative services to us, including financial reporting, consulting and compliance services, insurance procurement and human resources support, legal and corporate secretarial support, and related services for up to 24 months, to be charged at an agreed hourly rate. In addition, we will provide, at Rank's request, certain historical tax and financial information to enable Rank to prepare certain of its tax and financial reports.

Our historical combined financial statements include amounts in relation to historical administrative services provided by RGHL Group to us. No adjustment is reflected in our unaudited pro forma combined financial statements in relation to services that may be provided under the RGHI TSA and Rank TSA, as such amounts will ultimately depend upon the actual assistance requested which is not factually supportable.

Removal of historical related party management fee

As part of RGHL Group, our historical combined statements of income include an allocation of RGHL Group's related party management fee. For further information refer to Note 9—Other Expense, Net of our annual combined financial statements included elsewhere in this prospectus. The allocation of this expense will cease in conjunction with this offering. An adjustment has been made to the unaudited pro forma combined statements of income to remove the allocated expense of \$7 million and \$10 million for the nine months ended September 30, 2019, and the year ended December 31, 2018, respectively.

Release from RGHL Group securitization facility

Historically, we have sold substantially all of our U.S. trade receivables through RGHL Group's securitization facility. This non-recourse factoring arrangement satisfied all of the conditions that result in the derecognition of our U.S. trade receivables. For further information refer to Note 2—Summary of Significant Accounting Policies of our annual combined financial statements included elsewhere in this prospectus. Prior to the closing of this offering, we will repurchase, for cash, the U.S. trade receivables that we previously sold through RGHL Group's securitization facility that are outstanding as of the time of the repurchase of such trade receivables and end our participation in this facility. The repurchase will be financed through additional related party borrowings from RGHL Group, which will be settled as described above at (b). After the closing of this offering, we will collect our trade receivables in the ordinary course of business.

An adjustment to the unaudited pro forma combined balance sheet as of September 30, 2019, has been made to reinstate the trade receivables as if the repurchase had occurred as of that date.

An adjustment to the unaudited pro forma combined statements of income for the nine months ended September 30, 2019 and for the year ended December 31, 2018 has been made to eliminate (i) the loss recognized on the sale of trade receivables and (ii) the associated servicing income earned on the collection of these trade receivables on behalf of RGHL Group, as if participation in the RGHL Group securitization facility had ceased as of January 1, 2018.

Restricted stock unit awards—IPO Grants

Adjustments to the unaudited pro forma combined balance sheet and the pro forma combined statements of income have been made related to the granting of restricted stock units to certain of our employees at the closing of this offering. The IPO Grants are classified as an equity settled stock based payment arrangement and will vest on a pro rata basis over a three-year period commencing from the closing date of this offering.

The adjustments to the unaudited pro forma combined statements of income reflect an increase in selling, general and administrative expenses of \$1 million for the nine months ended September 30, 2019 and \$2 million for the year ended December 31, 2018.

An adjustment of \$1 million has been recognized in the unaudited pro forma combined balance sheet as of September 30, 2019 to increase additional paid-in capital and reduce retained earnings (deficit) to recognize a pro rata portion of the compensation expense based on service performed as of the date of this offering.

Cash transaction bonus

In conjunction with this offering, certain members of our management will be entitled to a one-time cash settled transaction bonus. Entitlement to the bonus is contingent upon the individual's ongoing employment at the time of payment. The aggregate \$7 million bonus will be paid in two installments, 50% will be paid 30 days after the completion of this offering and 50% will be paid six months after the completion of this offering. The pro forma combined balance sheet includes an adjustment of \$5 million to accrued and other current liabilities to recognize a pro rata portion of this liability based on service performed as of the date of this offering, with a corresponding reduction to retained earnings (deficit).

Initial funding of a new defined benefit pension plan

In conjunction with this offering, we will establish a new defined benefit plan for certain of our employees and assume the responsibility for certain defined benefit obligations with an unfunded value of \$2 million. Shortly following this offering we will fund this plan. A pro forma adjustment has been recognized in the unaudited pro forma combined balance sheet to reduce cash and additional paid-in capital.

Settlement of certain related party trade receivables and related party payables

In conjunction with the Corporate Reorganization, we will settle a portion of our related party trade receivables and related party payables. Other related party trade receivables and payables will remain outstanding and will be settled in the normal course of business. A pro forma adjustment has been recognized in the unaudited pro forma combined balance sheet to reduce related party trade receivables by \$40 million and reduce related party payables by \$51 million, with a corresponding net increase of \$11 million to related party borrowings.

As a result of the adjustments described above in (e), the following table presents the pro forma adjustments to selling, general and administrative expenses:

	Nine months ended September 30, 2019	Year ended December 31, 2018
	(in millions)	
Elimination of the service income earned on the collection of trade receivables under the RGHL Group securitization facility	\$ (1)	\$ (1)
Compensation expense associated with the IPO Grants	(1)	(2)
Net adjustment to selling, general and administrative expenses	<u>\$ (2)</u>	<u>\$ (3)</u>

As a result of the adjustments described above in (e), the following table presents the pro forma adjustments to other income (expense), net:

	Nine months ended September 30, 2019	Year ended December 31, 2018
	(in millions)	
Elimination of the loss recognized on the sale of trade receivables under the RGHL Group securitization facility	\$ 15	\$ 22
Elimination of the historical related party management fee	7	10
Net adjustment to other income (expense), net	<u>\$ 22</u>	<u>\$ 32</u>

(f) Resulting Tax Effects

Adjustments to the unaudited pro forma combined statements of income have been made to reflect the income tax expense for the items described in (a) through (e) above, calculated at the U.S. federal statutory rate of 21%.

At the completion of this offering we will exit the RGHI U.S. federal tax consolidated group and become a separate taxable entity. At the time of our exit, we will assume the tax base and certain tax attributes of the RGHI tax consolidated group. These amounts may differ materially from the tax base and attributes that are reflected in our historical combined financial statements included elsewhere in this prospectus.

(g) Corporate Equity Structure

In conjunction with the Corporate Reorganization, we will acquire from RGHL Group the issued capital of certain non-U.S. entities that are part of RCP. This adjustment includes an increase in related party borrowings of \$ million with an offsetting reduction in additional paid-in capital. Refer to (b) for further details of the settlement of the related party borrowings.

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The following table presents the adjustments to our equity after giving effect to the Pro Forma Transactions:

	Net Parent (deficit)	Accumulated other comprehensive income	Common stock (in millions)	Additional paid-in capital	Retained earnings (deficit)
Acquisition of the issued capital of certain non-U.S. entities	\$ —	\$ —	\$ —	\$ —	\$ —
Legal entity reorganization	807	—	—	(807)	—
Net proceeds from this offering	—	—	—	—	—
IPO Grants, as described in (e)	—	—	—	1	(1)
Cash transaction bonus, as described in (e)	—	—	—	—	(5)
Defined benefit pension liability, as described in (e)	—	—	—	(2)	—
Net adjustment	<u>\$ 807</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ (6)</u>

The proceeds from this offering reflects the issuance of _____ million shares at \$ _____ per share (being the midpoint of the range set forth on the cover page of this prospectus), net of \$ _____ million of transaction costs.

Pro Forma Earnings Per Share

The number of shares used to compute pro forma basic and diluted earnings per share is _____ million, which is the number of shares outstanding upon the closing of this offering of our common stock.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion of our financial condition and results of operations should be read in conjunction with our combined financial statements and the notes thereto and the unaudited pro forma combined financial data and notes thereto, each included elsewhere in this prospectus, as well as the information presented under "Selected Historical Combined Financial Data" and "Unaudited Pro Forma Combined Financial Data." This discussion and analysis contains forward-looking statements. These forward-looking statements are subject to risk, uncertainties and other factors that could cause our actual results to differ materially from those expressed or implied by the forward-looking statements. Factors that could cause or contribute to these differences include, but are not limited to, those discussed elsewhere in this prospectus. See in particular "Special Note Regarding Forward-Looking Statements" and "Risk Factors."

We believe the assumptions underlying the combined financial statements are reasonable. However, the combined financial statements included herein may not necessarily reflect our results of operations, financial position and cash flows in the future or what they would have been had we been a separate, stand-alone company during the periods presented.

Overview

We are a market-leading consumer products company with a presence in 95% of households across the United States. We produce and sell products across three broad categories: cooking products, waste & storage products and tableware. We sell our products under iconic brands such as Reynolds and Hefty and also under store brands that are strategically important to our customers. Overall, across both our branded and store brand offerings, over 65% of our revenue for the year ended December 31, 2018 came from products where we hold the #1 U.S. market share position in the category, and in virtually all of our major product categories we hold either a #1 or #2 U.S. market share position by revenue. We have developed our market-leading position by investing in our product categories and consistently developing innovative products that meet the evolving needs and preferences of the modern consumer.

Our mix of branded and store brand products is a key competitive advantage that aligns our goal of growing the overall product category with our customers' goals and positions us as a trusted strategic partner to our retailers. Our Reynolds and Hefty brands have preeminent positions in their categories and carry strong brand recognition in household aisles. The combination of our store brand offerings, the shared goal of category growth and indispensable support in marketing, innovation, branding and promotions has enabled us to achieve the position of category captain level advisor across 29 customers, which represent 73% of U.S. category sales, based on Nielsen ACV in 2018.

We manage our operations in four operating and reportable segments: Reynolds Cooking & Baking, Hefty Waste & Storage, Hefty Tableware and Presto Products:

- **Reynolds Cooking & Baking:** Through our Reynolds Cooking & Baking segment, we produce branded and store brand foil, parchment paper, disposable aluminum pans and slow cooker liners. Our branded products are sold under the Reynolds Wrap, Reynolds KITCHENS and E-Z Foil brands in the United States, the Diamond brand outside of North America and the ALCAN brand in Canada.
- **Hefty Waste & Storage:** Through our Hefty Waste & Storage segment, we produce both branded and store brand trash and food storage bags. Our products are sold under brand names such as Hefty Ultra Strong, Hefty Strong Trash Bags and Hefty Slider Bags.
- **Hefty Tableware:** Through our Hefty Tableware segment, we sell both branded and store brand disposable plates, bowls, platters, cups and cutlery. Our branded products, which include dishes and party cups, are sold under the Hefty brand.

- **Presto Products:** Through our Presto Products segment, we primarily sell store brand food storage bags, trash bags, disposable storage containers and plastic wrap.

Trends and Factors Impacting Our Performance

We believe that our performance and future success depend on a number of factors that present significant opportunities for us but also pose risks and challenges, including those discussed below and in the section of this prospectus titled “Risk Factors.”

Consumer Demand for our Products

Our business is largely impacted by the demands of our customers, and our success depends on our ability to anticipate and respond to changes in consumer preferences. Our products are household staples with a presence in 95% of households across the United States. We expect our household penetration to continue to increase with the underlying growth in the number of households in the United States and Canada, which is estimated to be approximately 1% from 2018 to 2023.

We also expect that consumers’ desire for convenience will continue to sustain demand for our products. Today’s consumers are focused on convenience, which extends into household products that improve ease of use and provide time savings, and they are willing to pay a higher price for innovative features and functionality. While advanced features are already prevalent in many of our products, we intend to continue investing in product development to accommodate the convenience-oriented lifestyles of today’s consumers, particularly through our Reyvolution initiatives.

Furthermore, while many consumers still prefer to purchase branded products, they are becoming increasingly comfortable purchasing store brand products across broader product categories. Branded products and store brand products accounted for 57% and 43% of our revenue, excluding business-to-business revenue, respectively, in the year ended December 31, 2018. Penetration of store brand products is growing at 0.9% per year across our categories in the aggregate, driven by retailer investment in quality and tiered product offerings. However, penetration and growth does vary by product category, with higher store brand growth and penetration in our disposable tableware than in our bakeware, storage and trash bag and foil product offerings. We intend to continue investing in both our branded and store brand products to grow the entire product category. Our scale across household aisles and ability to offer both branded and store brand products enable us to grow the overall category. Through our category captain level advisor roles with our retail partners, we offer marketing and consumer shopping strategies, both in store and online, which expand usage occasions and stimulate consumption.

Raw Material, Energy and Freight Price Fluctuations

Our business is impacted by fluctuations in the prices of the raw materials, energy and freight costs incurred in manufacturing and distributing our products as well as fluctuations in logistics costs related thereto. The primary raw materials used to manufacture our products are plastic resins and aluminum, and we also use commodity chemicals and energy. We are exposed to commodity and other price risk principally from the purchase of resin, aluminum, natural gas, electricity, carton board and diesel. We distribute our products and receive raw materials primarily by rail and truck, which exposes us to fluctuations in freight and handling costs caused by reduced rail and trucking capacity. Sales contracts for our products typically do not contain pass-through mechanisms for raw material, energy and freight cost changes, but we adjust prices, where possible, in response to such price fluctuations.

Resin prices have historically fluctuated with changes in the prices of crude oil and natural gas, as well as changes in refining capacity and the demand for other petroleum-based products. Aluminum prices have historically been volatile, as aluminum is a cyclical commodity with prices subject to global market factors. Raw material costs have also been impacted by governmental actions, such as tariffs and trade sanctions.

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Purchases of most of our raw materials are based on negotiated rates with suppliers, which are linked to published indices. Typically, we do not enter into long-term purchase contracts that provide for fixed quantities or prices for our principal raw materials.

We use various strategies to manage our cost exposures on certain raw material purchases, and we use naturally established forecast cycles to influence the purchase of raw materials. In addition, from time to time we have entered into hedging agreements, including commodity derivative contracts, to hedge commodity prices primarily related to aluminum, diesel and benzene with the objective of obtaining more predictable costs for these commodities. The realized and unrealized gains or losses arising from derivative instruments are recognized in cost of sales.

Furthermore, since we distribute our products and receive raw materials primarily by rail and truck, reduced availability of rail or trucking capacity and fluctuations in freight and handling costs have caused us to incur increased expenses in prior periods. Where applicable, we also adjust the prices of our products in response to fluctuations in production and distribution costs.

Our operating results are also sensitive to energy-related cost movements, including those impacting both our manufacturing operations and transportation and utility costs.

Competitive Environment

We operate in a marketplace influenced by large retailers with strong negotiating power over their suppliers. Current trends among these large retailers include increased demand for innovative new products from suppliers, requiring suppliers to maintain or reduce product prices and to deliver products within shorter lead times. We also face the threat of competition from new entrants to our markets as well as from existing competitors, including those overseas who may have lower production costs. In addition, the timing and amount in which our competitors invest in advertising and promotional spending may vary from quarter to quarter and impact our sales volumes and financial results. See “Business—Competition” for more detail on our competitors.

Reyvolution

We intend to continually reinvent and optimize our business through Reyvolution—an all-encompassing way of thinking, planning and evaluating our operations to accelerate future growth through product innovation, process automation and cost reduction. Through this program, we have made significant investment focused on reinforcing our existing product portfolio with new and on-trend products, reducing costs to drive increased profitability and refining automation and our manufacturing base to increase efficiency. For the two year period ended December 31, 2018, the impact of Reyvolution was approximately \$176 million of Adjusted EBITDA benefit. Of the total, \$126 million was generated through cost savings across our businesses, with \$50 million of Adjusted EBITDA being generated through revenue initiatives. While impacting our entire business, Reyvolution has been predominantly centered around: (i) growth and product innovation; (ii) operational cost reduction through automation and manufacturing process optimization initiatives; and (iii) materials cost reduction through strategic sourcing initiatives. The impact of Reyvolution has been instrumental in mitigating the cost increases we have incurred related to operational cost inflation (primarily labor and benefits), increased raw material costs (primarily resin and aluminum) and the market driven cost increases we have incurred in logistics.

Reyvolution is expected to continue to positively impact our business going forward, as we are focused on making significant investment across our business to drive revenue growth, market share increases and Adjusted EBITDA margin expansion. In fiscal year 2018, 21% of our revenue was generated from products that were less than three years old. We are also focused on increasing automation through Reyvolution and utilizing digital capabilities to improve our operational efficiency in our intelligent manufacturing facilities. As a result, we anticipate a temporary increase in capital expenditures in future years associated with these initiatives.

Seasonality

Portions of our business are moderately seasonal. Overall, our strongest sales are in our fourth quarter and our weakest sales are in our first quarter. This is driven by higher levels of sales of cooking products around major U.S. holidays in our fourth quarter, primarily due to the holiday use of Reynolds Wrap, Reynolds Oven Bags and Reynolds Parchment Paper. Our tableware products generally have higher sales in the second quarter of the year, primarily due to outdoor summertime use of disposable plates, cups and bowls.

Sustainability

Interest in environmental sustainability has increased over the past decade, and we expect that this may play an increasing role in consumer purchasing decisions. For instance, there have been recent concerns about the environmental impact of single-use disposable products and products made from plastic, particularly polystyrene foam, affecting our products, especially our Hefty Tableware segment. While there is a focus on environmentally friendly products, survey results indicate that in most of our product categories, consumers continue to rank performance-related purchase criteria, such as durability and ease of use, followed by price, as top considerations, rather than sustainability. As our consumers may shift towards purchasing more sustainable products, we have focused much of our innovation efforts around sustainability. We offer a broad line of products made with recycled, renewable, recyclable and compostable materials. For instance, we recently launched 75% Unbleached Compostable Parchment Paper and redesigned our Hefty party cups to reduce the plastic by 10% while maintaining strength. We intend to continue sustainability innovation to ensure that we are at the leading edge of recyclability, renewability and compostability in order to offer our customers environmentally sustainable choices.

eCommerce

We expect that the trend of using eCommerce platforms to shop for household products will continue to affect our business due to the convenience of online ordering and subscription delivery. Overall, U.S. eCommerce revenues have grown at 14 to 15% per year since 2016, to 14% of retail sales in 2018, with growth expected to continue at a comparable rate over the next three years. We believe that our products are well-suited to sales through eCommerce channels, as they are shelf stable, inexpensive to ship due to most products being light in weight, and easy to transport. Additionally, the recurring purchase cycles for our products well position them to capitalize on continued growth of grocery pickup and subscription services.

Our Separation from RGHL Group

We have historically operated as part of RGHL Group's broader corporate organization rather than as a stand-alone public company. RGHL Group performed or supported various corporate services for us, including executive management, supply chain, information technology, legal, finance and accounting, human resources, risk management, tax, treasury and other services. In addition, we have sold products to, and purchased products from, RGHL Group. Historically, these transactions involving RGHL Group may not have always been consummated on terms equivalent to those in an arm's-length transaction. Sales to RGHL Group of products that we manufacture have been reflected as related party net revenues in our combined financial statements. Certain related party transactions are settled in cash and are reflected as related party receivables and payables in our combined balance sheets. The remaining related party transactions with RGHL Group are settled by either non-cash capital contributions from RGHL Group to us or non-cash capital distributions from us. These related party transactions are included as part of RGHL Group's net investment in our combined balance sheets. We also utilize manufacturing and warehousing facilities and resources managed by RGHL Group to conduct our business. The expenses associated with these transactions are included in cost of sales in our combined statements of income. We believe that the assumptions and methodologies underlying the allocation of these expenses from RGHL Group are reasonable. However, such allocations do not necessarily reflect what the results of operations and financial position would have been had we operated as a stand-alone public company during the periods presented.

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In conjunction with our anticipated separation from RGHL Group, we will enter into the RGHI TSA whereby RGHL Group will continue to provide certain administrative services to us, including information technology services; accounting, treasury, financial reporting and transaction support; human resources; procurement; tax, legal and compliance related services; and other corporate services for up to 24 months. In addition, we will enter into the Rank TSA whereby, upon our request, Rank will provide certain administrative services to us, including financial reporting, consulting and compliance services, insurance procurement and human resources support, legal and corporate secretarial support, and related services for up to 24 months. See “Certain Relationships and Related Party Transactions—Transactions to be Entered into in Connection with this Offering—Transition Services Agreements” for a description of these services. At the conclusion of these transitional arrangements, we will have to perform these services with internal resources or contract with third party providers. The previous arrangements we had with RGHL Group, as reflected in our combined financial statements included elsewhere in this prospectus, may be materially different from the arrangements that we have entered into, or will enter into, as part of our separation from RGHL Group.

Immediately prior to the closing of this offering, as part of the Corporate Reorganization, we will enter into the New Credit Facilities and portions of the related party borrowings owed to RGHL Group that are reflected on our combined balance sheets will be repaid. RGHL Group will contribute the remaining balance of related party borrowings owed by us to RGHL Group, if any, as a contribution of capital prior to the closing of this offering. In addition, \$ million of indebtedness that is outstanding under RGHL Group’s Credit Agreement will be reallocated and we will be released as a borrower and guarantor from such facilities and released as a guarantor of RGHL Group’s outstanding senior notes. As a result, on a pro forma basis, our indebtedness will decrease by \$ million and our interest expense will decrease by \$ million for the year ended December 31, 2018.

Post-Offering Public Company Expenses

As a public company, we will be implementing additional procedures and processes for the purpose of addressing the standards and requirements applicable to public companies. In particular, we expect our accounting, legal and personnel-related expenses and directors’ and officers’ insurance costs to increase as we establish more comprehensive compliance and governance functions, establish, maintain and review internal controls over financial reporting in accordance with the Sarbanes-Oxley Act, and prepare and distribute periodic reports in accordance with SEC rules. Our financial statements following this offering will reflect the impact of these expenses.

In addition, in connection with this offering, we intend to establish the 2020 incentive award plan for purposes of granting stock-based compensation awards to certain of our senior management, to our non-executive directors and to certain employees, to incentivize their performance and align their interests with ours. The maximum number of shares of common stock initially available for issuance under the equity incentive awards granted pursuant to the plan is expected to equal shares. In addition, restricted shares are expected to be issued pursuant to the IPO Grants. Upon the granting of stock-based compensation awards, and the vesting of such awards, we will recognize stock-based compensation expense. Accordingly, we expect to recognize a stock compensation charge of approximately \$ million in the quarter in which this offering is consummated. Historically, we have not granted any stock-based compensation awards.

Components of the Combined Statements of Income

Net Revenues

Our revenues are derived primarily from the sale of our products to third parties, net of any sales incentives. Sales incentives include discounts, allowances and trade promotions. Revenue is recognized when control over products transfers to our customers, which generally occurs upon delivery or shipment of the products.

Related Party Net Revenues

Related party net revenues are derived from the sale of our products to RGHL Group. Our related party revenues are recognized primarily in our Reynolds Cooking & Baking segment.

Cost of Sales

Cost of sales consists primarily of the cost of materials, packaging, labor and overhead associated with our manufacturing operations. Also included within cost of sales are the freight and logistics-related costs of delivering our products to our customers.

Selling, General and Administrative Expenses

Selling, general and administrative expenses consist primarily of general and administrative costs associated with all of our non-manufacturing personnel and advertising costs. The general and administrative costs include wages, benefits, travel expenses, legal fees, R&D costs and any professional fees or consulting services. Advertising costs include programs to support new and existing product lines. Our selling, general and administrative expenses include amounts that are allocated to us for services provided by RGHL Group, including, but not limited to, general corporate expenses related to group wide functions such as executive management, finance, legal, tax and information technology. For further information, refer to Note 1– Description of Business and Basis of Presentation in our annual combined financial statements included elsewhere in this prospectus.

Other Expense, Net

Other expense, net includes the factoring discount on the sale of our U.S. trade receivables through RGHL Group’s securitization facility and the allocated related party management fee.

Non-Operating Income (Expense), Net

Non-operating income (expense), net includes the non-service cost component of net periodic postretirement costs and the defined benefit plan settlement loss that was recognized during fiscal year 2016.

Interest Expense, Net

Interest expense, net consists primarily of interest on external debt and related party borrowings, net of interest income primarily on related party receivables. In conjunction with the Corporate Reorganization and this offering, these historical items of interest expense and interest income will be replaced with interest expense associated with the New Credit Facilities.

Income Tax (Expense) Benefit

Income tax (expense) benefit consists of an estimate of federal, state and foreign income taxes based on enacted tax rates, as adjusted for allowable credits, deductions and uncertain tax positions. During the periods presented, our U.S. operations were included in a consolidated U.S. federal return as well as certain state and local tax returns filed by RGHL Group. The income tax (expense) benefit has been calculated on a separate return basis. In the future, as a stand-alone entity, we will file tax returns on our own behalf and our effective tax rate and deferred taxes may be different from those in the historical periods.

How We Assess the Performance of Our Business

In addition to financial measures determined in accordance with GAAP, we make use of the non-GAAP financial measure Adjusted EBITDA in evaluating our past results and future prospects.

Adjusted EBITDA

Adjusted EBITDA is defined as net income calculated in accordance with GAAP, plus the sum of income tax expense, net interest expense, depreciation and amortization and further adjusted to exclude unrealized gains and losses on derivatives, costs associated with rationalizing operations and administrative functions, factoring discounts, defined benefit plan settlement losses, amortization of actuarial gains, operational process engineering related consultancy costs, the allocated related party management fee and transaction-related costs.

We present Adjusted EBITDA 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 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 income, the most directly comparable GAAP financial measure, to Adjusted EBITDA for each of the periods indicated:

	Historical				
	Nine months ended September 30,		Year ended December 31,		
	2019	2018	2018	2017	2016
	(In millions)				
Net income—GAAP	\$135	\$ 92	\$176	\$302	\$ 79
Income tax expense (benefit)	44	24	57	(84)	54
Interest expense, net	174	212	280	322	391
Depreciation and amortization	63	66	87	90	97
Factoring discount(1)	15	14	22	19	15
Allocated related party management fee(2)	7	6	10	10	13
Transaction-related costs(3)	12	—	—	—	—
Unrealized losses (gains) on derivatives(4)	(9)	8	14	(4)	(8)
Business rationalization costs(5)	1	4	4	2	1
Defined benefit plan settlement loss(6)	—	—	—	—	9
Other(7)	(1)	(3)	(3)	(1)	(4)
Adjusted EBITDA (Non-GAAP)	<u>\$441</u>	<u>\$423</u>	<u>\$647</u>	<u>\$656</u>	<u>\$647</u>

- (1) Reflects the loss on sale that we incur when we sell our U.S. trade receivables through RGHL Group's securitization facility. For further information, refer to Note 9—Other Expense, Net in our annual combined financial statements and Note 11—Other Expense, Net in our interim condensed combined financial statements, each of which are included elsewhere in this prospectus.
- (2) Reflects our allocation, from RGHL Group, of a management fee that is charged by Rank to RGHL Group. We will not incur any portion of this management fee after closing of this offering. For further information, refer to Note 9—Other Expense, Net in our annual combined financial statements and Note 11—Other Expense, Net in our interim condensed combined financial statements, each of which are included elsewhere in this prospectus.
- (3) Reflects allocated costs during the nine months ended September 30, 2019 related to the IPO process that cannot be offset against the expected future IPO proceeds, as well as costs related to our preparations to operate as a stand-alone public company.
- (4) Reflects the mark-to-market movements in our commodity derivatives. For further information, refer to Note 7—Financial Instruments in our annual combined financial statements and Note 8—Financial Instruments in our interim condensed combined financial statements, each of which are included elsewhere in this prospectus.

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- (5) Reflects primarily employee termination costs associated with rationalizing our operations in Canada.
- (6) Reflects the settlement loss recognized on merging our defined benefit plan into a plan sponsored by RGHL Group. For further information, refer to Note 8—Benefit Plans in our annual combined financial statements included elsewhere in this prospectus.
- (7) Includes the amortization of actuarial gains related to our postretirement benefit plan. For further information, refer to Note 8—Benefit Plans in our annual combined financial statements and Note 9—Benefit Plans in our interim condensed combined financial statements, each of which are included elsewhere in this prospectus.

Results of Operations

The following discussion should be read in conjunction with our combined financial statements included elsewhere in this prospectus. Detailed comparisons of revenue and results are presented in the discussions of the operating segments, which follow our combined results discussion.

Aggregation of Segment Revenue and Adjusted EBITDA

(In millions)	Reynolds Cooking & Baking	Hefty Waste & Storage	Hefty Tableware	Presto Products	Unallocated(2)	Total Reynolds Consumer Products
Net revenues						
2018	\$ 1,159	\$ 696	\$ 757	\$ 539	\$ (9)	\$ 3,142
2017	1,068	638	731	531	(11)	2,957
2016	1,057	671	710	510	(13)	2,935
Adjusted EBITDA(1)						
2018	\$ 234	\$ 172	\$ 168	\$ 85	\$ (12)	\$ 647
2017	251	149	183	83	(10)	656
2016	244	151	185	78	(11)	647

- (1) Adjusted EBITDA for Reynolds Consumer Products is a non-GAAP measure. See “—How We Assess the Performance of Our Business” for details, including a reconciliation between net income and Adjusted EBITDA.
- (2) The unallocated net revenues represent the elimination of revenue on intercompany transactions. These transactions arise primarily from sales by Hefty Waste & Storage to Presto Products.

Nine Months Ended September 30, 2019 Compared with the Nine Months Ended September 30, 2018

Total Reynolds Consumer Products

(In millions, except for %)	For the nine months ended September 30,					
	2019	% of revenue	2018	% of revenue	Change	% of change
Net revenues	\$ 2,083	95%	\$ 2,113	95%	\$ (30)	(1)%
Related party net revenues	114	5%	122	5%	(8)	(7)%
Total net revenues	2,197	100%	2,235	100%	(38)	(2)%
Cost of sales	(1,580)	(72)%	(1,669)	(75)%	89	(5)%
Gross profit	617	28%	566	25%	51	9%
Selling, general and administrative expenses	(231)	(11)%	(218)	(10)%	(13)	6%
Other expense, net	(34)	(2)%	(20)	(1)%	(14)	70%
Income from operations	352	16%	328	15%	24	7%
Non-operating income, net	1	0%	—	— %	1	
Interest expense, net	(174)	(8)%	(212)	(9)%	38	(18)%
Income before income taxes	179	8%	116	5%	63	54%
Income tax (expense) benefit	(44)	(2)%	(24)	(1)%	(20)	83%
Net income	\$ 135	6%	\$ 92	4%	\$ 43	47%
Adjusted EBITDA(1)	\$ 441	20%	\$ 423	19%	\$ 18	4%

(1) Adjusted EBITDA for Reynolds Consumer Products is a non-GAAP measure. See “—How We Assess the Performance of Our Business” for details, including a reconciliation between net income and Adjusted EBITDA.

Components of Change in Net Revenues for the Nine Months Ended September 30, 2019 vs. the Nine Months Ended September 30, 2018

	Price	Volume/Mix	Total
Reynolds Cooking & Baking	(1)%	(4)%	(5)%
Hefty Waste & Storage	1%	4%	5%
Hefty Tableware	2%	(3)%	(1)%
Presto Products	— %	(4)%	(4)%
Total RCP	— %	(2)%	(2)%

Total Net Revenues. Total net revenues for the nine months ended September 30, 2019 decreased by \$38 million, or 2%, to \$2,197 million compared to the nine months ended September 30, 2018. The decrease was primarily driven by a \$43 million decline in volume across all segments with the exception of Hefty Waste & Storage, partially offset by the continuing impact of price increases taken in 2018.

Cost of Sales. Cost of sales for the nine months ended September 30, 2019 decreased by \$89 million, or 5%, to \$1,580 million compared to the nine months ended September 30, 2018. The decrease was primarily due to a \$65 million decrease in material costs, primarily due to market driven price declines in resin, and the impact of lower volume, partially offset by \$22 million of higher manufacturing costs primarily due to inflationary increases.

Selling, General and Administrative Expenses. Selling, general and administrative expenses for the nine months ended September 30, 2019 increased by \$13 million, or 6%, to \$231 million, compared to the nine months ended September 30, 2018. The increase was due to increased personnel-related costs.

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Other Expense, Net. Other expense, net for the nine months ended September 30, 2019 increased by \$14 million, or 70%, to \$34 million, compared to the nine months ended September 30, 2018. The increase was primarily attributable to \$12 million of transaction-related costs incurred during the nine months ended September 30, 2019. These costs comprise amounts associated with the IPO process that cannot be offset against the anticipated IPO proceeds, as well as costs related to our preparations to operate as a stand-alone public company. For both periods, other expense, net, also included the factoring discount on the sale of U.S. trade receivables and the allocation of RGHL Group's related party management fee. We have sold substantially all of our U.S. trade receivables through RGHL Group's securitization facility. Prior to the closing of this offering, we will repurchase the U.S. trade receivables previously sold that are outstanding at the end of our participation in this facility, and the allocation of RGHL Group's related party management fee will cease.

Interest Expense, Net. Interest expense, net for the nine months ended September 30, 2019 decreased by \$38 million, or 18%, to \$174 million, compared to the nine months ended September 30, 2018. The decrease was primarily due to a \$47 million decrease in related party interest expense, partially offset by a \$7 million increase in interest expense on external debt. The decrease in related party interest expense was primarily the result of a reduction in amounts outstanding under various related party borrowings. In June 2019, our interest bearing related party receivables were used to reduce amounts outstanding under various related party borrowings by \$1,802 million. Partially offsetting the overall decrease in interest expense, net was an increase in interest expense on borrowings outstanding under the RGHL Group Credit Agreement, reflective of an increase in the LIBO reference rate during the nine months ended September 30, 2019 compared to the nine months ended September 30, 2018 from 1.87% to 2.41%.

Immediately prior to the consummation of this offering, we will replace our outstanding borrowings, which comprise amounts outstanding under the RGHL Group Credit Agreement and related party borrowings, with the New Credit Facilities. For further details regarding the New Credit Facilities refer to "—Sources of Liquidity."

Income Tax (Expense) Benefit. We recognized income tax expense of \$44 million on income before income taxes of \$179 million (an effective tax rate of 25%) for the nine months ended September 30, 2019 compared to income tax expense of \$24 million on income before income taxes of \$116 million (an effective tax rate of 21%) for the nine months ended September 30, 2018. The increase in the effective tax rate was a result of the favorable impact of U.S. state legislative changes enacted in the nine months ended September 30, 2018 and certain non-deductible transaction-related costs recognized in the nine months ended September 30, 2019.

Adjusted EBITDA. Adjusted EBITDA for the nine months ended September 30, 2019 increased by \$18 million, or 4%, to \$441 million, compared to the nine months ended September 30, 2018. Lower material costs of \$65 million due to market driven price declines in resin were partially offset by higher manufacturing costs of \$22 million primarily due to inflationary cost increases, higher personnel-related costs and the impact of lower volume.

Segment Information

Reynolds Cooking & Baking

(In millions, except for %)	For the nine months ended September 30,			
	2019	2018	Change	% change
Total segment net revenues	\$744	\$780	\$ (36)	(5)%
Segment Adjusted EBITDA	116	139	(23)	(17)%
Segment Adjusted EBITDA Margin	16%	18%		

Total Segment Net Revenues. Reynolds Cooking & Baking total segment net revenues for the nine months ended September 30, 2019 decreased by \$36 million, or 5%, to \$744 million compared to the nine months ended September 30, 2018. The decline in net revenues was due to \$28 million of lower volume, largely attributable to lower foodservice and reroll sales, and decreased pricing driven by increased trade promotion spending.

Adjusted EBITDA. Reynolds Cooking & Baking Adjusted EBITDA for the nine months ended September 30, 2019 decreased \$23 million, or 17%, to \$116 million compared to the nine months ended September 30, 2018. The decrease in Adjusted EBITDA was primarily driven by \$7 million of higher manufacturing costs due to inflationary increases and lower production volume, decreased pricing, the impact of lower volume and higher personnel-related costs.

Hefty Waste & Storage

(In millions, except for %)	For the nine months ended September 30,			
	2019	2018	Change	% change
Total segment net revenues	\$ 533	\$ 508	\$ 25	5%
Segment Adjusted EBITDA	142	113	29	26%
Segment Adjusted EBITDA Margin	27%	22%		

Total Segment Net Revenues. Hefty Waste & Storage total segment net revenues for the nine months ended September 30, 2019 increased by \$25 million, or 5%, to \$533 million compared to the nine months ended September 30, 2018. The increase was primarily due to an \$18 million increase in volume resulting largely from strong sales of both branded and store brand trash bags as we gained incremental business and experienced strong growth with existing customers.

Adjusted EBITDA. Hefty Waste & Storage Adjusted EBITDA for the nine months ended September 30, 2019 increased \$29 million, or 26%, to \$142 million compared to the nine months ended September 30, 2018. The increase in Adjusted EBITDA was primarily driven by higher net revenues as well as \$35 million in lower material costs due to market driven price declines in resin. These increases were partially offset by higher manufacturing costs and increased personnel-related costs.

Hefty Tableware

(In millions, except for %)	For the nine months ended September 30,			
	2019	2018	Change	% change
Total segment net revenues	\$ 545	\$ 552	\$ (7)	(1)%
Segment Adjusted EBITDA	126	118	8	7%
Segment Adjusted EBITDA Margin	23%	21%		

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Total Segment Net Revenues. Hefty Tableware total segment net revenues for the nine months ended September 30, 2019 decreased by \$7 million, or 1%, to \$545 million compared to the nine months ended September 30, 2018. The decrease was primarily due to \$16 million in lower volume due to the exit of certain store branded business, partially offset by new product growth at several of our major customers. The decrease was partially offset by \$10 million of higher pricing primarily due to the continuing impact of the price increases taken in 2018.

Adjusted EBITDA. Hefty Tableware Adjusted EBITDA for the nine months ended September 30, 2019 increased \$8 million, or 7%, to \$126 million compared to the nine months ended September 30, 2018. The increase in Adjusted EBITDA was primarily attributable to \$16 million of lower material costs due to market driven price declines in resin and increased pricing, partially offset by higher manufacturing costs and the impact of lower volume.

Presto Products

(In millions, except for %)	For the nine months ended September 30,			
	2019	2018	Change	% change
Total segment net revenues	\$ 387	\$ 402	\$ (15)	(4)%
Segment Adjusted EBITDA	67	61	6	10%
Segment Adjusted EBITDA Margin	17%	15%		

Total Segment Net Revenues. Presto Products total segment net revenues for the nine months ended September 30, 2019 decreased by \$15 million, or 4%, to \$387 million compared to the nine months ended September 30, 2018. The decrease was primarily due to \$17 million in lower volume driven by the discontinuation of several non-core products, partially offset by strong sales with existing customers and growth within our eCommerce business as we have become the sole supplier for certain store brand products.

Adjusted EBITDA. Presto Products Adjusted EBITDA for the nine months ended September 30, 2019 increased \$6 million, or 10%, to \$67 million compared to the nine months ended September 30, 2018. The increase in Adjusted EBITDA was primarily driven by \$14 million of lower material costs due to market driven price declines in resin, partially offset by \$5 million impact of lower volume.

Year Ended December 31, 2018 Compared with the Year Ended December 31, 2017
Total Reynolds Consumer Products

(In millions, except for %)	For the year ended December 31,					
	2018	% of revenue	2017	% of revenue	Change	% change
Net revenues	\$ 2,981	95%	\$ 2,809	95%	\$ 172	6%
Related party net revenues	161	5%	148	5%	13	9%
Total net revenues	3,142	100%	2,957	100%	185	6%
Cost of sales	(2,310)	(74)%	(2,095)	(71)%	(215)	(10)%
Gross profit	832	26%	862	29%	(30)	(3)%
Selling, general and administrative expenses	(288)	(9)%	(294)	(10)%	6	2%
Other expense, net	(31)	(1)%	(28)	(1)%	(3)	(11)%
Income from operations	513	16%	540	18%	(27)	(5)%
Non-operating expense, net	—	—	—	—	—	NM(1)
Interest expense, net	(280)	(9)%	(322)	(11)%	42	13%
Income before income taxes	233	7%	218	7%	15	7%
Income tax (expense) benefit	(57)	(1)%	84	3%	(141)	NM(1)
Net income	\$ 176	6%	\$ 302	10%	\$ (126)	(42)%
Adjusted EBITDA(2)	\$ 647	21%	\$ 656	22%	\$ (9)	(1)%

(1) Not meaningful.

(2) Adjusted EBITDA for Reynolds Consumer Products is a non-GAAP measure. See “—How We Assess the Performance of Our Business” for details, including a reconciliation between net income and Adjusted EBITDA.

Components of Change in Net Revenues for the Year Ended December 31, 2018 vs. the Year Ended December 31, 2017

	Price	Volume/Mix	Total
Reynolds Cooking & Baking	9%	— %	9%
Hefty Waste & Storage	3%	6%	9%
Hefty Tableware	3%	1%	4%
Presto Products	2%	— %	2%
Total RCP	5%	1%	6%

Total Net Revenues. Total net revenues for the year ended December 31, 2018 increased by \$185 million, or 6%, to \$3,142 million compared to the year ended December 31, 2017. The increase was primarily driven by a \$149 million increase in pricing across all segments and \$36 million in higher volume primarily in branded trash bag sales in our Hefty Waste & Storage segment. The price increases, most significant in Reynolds Cooking & Baking, were taken in response to increased material costs, primarily aluminum and resin, and lower trade promotion spending.

Cost of Sales. Cost of sales for the year ended December 31, 2018 increased by \$215 million, or 10%, to \$2,310 million compared to the year ended December 31, 2017. The increase was primarily due to a \$119 million increase in material costs, primarily aluminum and resin, a \$30 million increase in logistics costs impacting all of our segments due to higher market driven freight rates, an \$18 million increase related to unrealized losses on derivative contracts, a \$15 million increase in manufacturing costs primarily due to inflationary increases and the

impact of higher volume on variable costs. These cost increases were partially mitigated by cost savings driven by our Reyvolution initiatives which offset material cost increases, primarily aluminum and resin, and inflationary cost increases throughout our operations.

Selling, General and Administrative Expenses. Selling, general and administrative expenses for the year ended December 31, 2018 decreased by \$6 million, or 2%, to \$288 million, compared to the year ended December 31, 2017. The decrease was primarily due to a \$6 million decrease in depreciation due to certain technology assets becoming fully depreciated during the fiscal year 2018 and a \$4 million decrease in advertising costs, partially offset by increased personnel-related costs.

Other Expense, Net. Other expense, net for the year ended December 31, 2018 increased by \$3 million, or 11%, to \$31 million, compared to the year ended December 31, 2017. For both periods, other expense, net, was primarily attributable to the factoring discount on the sale of U.S. trade receivables and the allocation of RGHL Group's related party management fee. We have sold substantially all of our U.S. trade receivables through RGHL Group's securitization facility. Prior to the closing of this offering, we will repurchase the U.S. trade receivables previously sold that are outstanding at the end of our participation in this facility, and the allocation of RGHL Group's related party management fee will cease.

Interest Expense, Net. Interest expense, net for the year ended December 31, 2018 decreased by \$42 million, or 13%, to \$280 million, compared to the year ended December 31, 2017. The decrease was primarily due to a \$26 million increase in related party interest income and a \$25 million decrease in related party interest expense, partially offset by a \$12 million increase in interest expense on external debt. The \$26 million increase in related party interest income is attributable to the combination of increases in the weighted average interest rate, which increased from 1.7% as of December 31, 2017 to 2.9% as of December 31, 2018, and a \$472 million increase in the balance of related party receivables. The \$25 million decrease in related party interest expense is attributable to the combination of an overall decrease in the weighted average interest rate, which decreased from 6.3% as of December 31, 2017 to 6.0% as of December 31, 2018, and the timing of repayments and new related party borrowings. The interest rates on related party receivables and related party borrowings reflect contractually agreed amounts that were established at the time that the various agreements were entered into. The \$12 million increase in interest expense on external debt is primarily attributable to the increase in the LIBO reference rate, which increased from 1.6% as of December 31, 2017 to 2.5% as of December 31, 2018.

In June 2019, our interest bearing related party receivables were used to reduce amounts outstanding under various related party borrowings. Furthermore, immediately prior to the consummation of this offering, we will replace our outstanding borrowings, which comprise amounts outstanding under the RGHL Group Credit Agreement and related party borrowings, with the New Credit Facilities. For further details regarding the New Credit Facilities refer to "—Sources of Liquidity."

Income Tax (Expense) Benefit. We recognized income tax expense of \$57 million on income before income taxes of \$233 million (an effective tax rate of 24%) for the year ended December 31, 2018 compared to an income tax benefit of \$84 million on income before income taxes of \$218 million (an effective tax rate of (39)%) for the year ended December 31, 2017. The effective tax rate in the current year reflects the U.S. federal tax rate of 21%. The unusual effective tax rate during the year ended December 31, 2017, reflects the impact of U.S. tax legislative changes enacted in late 2017 requiring the remeasurement of net deferred tax liabilities from 35% to 21%.

Adjusted EBITDA. Adjusted EBITDA for the year ended December 31, 2018 decreased by \$9 million, or 1%, to \$647 million, compared to the year ended December 31, 2017. Logistics costs increased by \$30 million, due to increased market driven freight rates, and manufacturing costs increased by \$15 million, primarily due to inflationary increases, partially offset by an increase of \$24 million in pricing due to fewer trade promotions and the Adjusted EBITDA impact of higher volume, primarily in our Hefty Waste & Storage segment.

Segment Information

Reynolds Cooking & Baking

(In millions, except for %)	For the year ended December 31,			
	2018	2017	Change	% change
Total segment net revenues	\$1,159	\$1,068	\$ 91	9%
Segment Adjusted EBITDA	234	251	(17)	(7)%
Segment Adjusted EBITDA Margin	20%	24%		

Total Segment Net Revenues. Reynolds Cooking & Baking total segment net revenues for the year ended December 31, 2018 increased by \$91 million, or 9%, to \$1,159 million compared to the year ended December 31, 2017. The increase was primarily due to \$93 million in price increases taken in response to increased material costs, primarily aluminum, and lower trade promotion spending, partially offset by lower volume.

Adjusted EBITDA. Reynolds Cooking & Baking Adjusted EBITDA for the year ended December 31, 2018 decreased \$17 million, or 7%, to \$234 million compared to the year ended December 31, 2017. The decrease in Adjusted EBITDA was primarily driven by \$88 million of higher material and manufacturing costs due to increased aluminum prices and inflationary cost increases as well as higher logistics costs due to market driven increases in freight rates and the impact of lower volume. The effects of these unfavorable changes in Adjusted EBITDA were partially offset by \$93 million in price increases, as discussed above.

Hefty Waste & Storage

(In millions, except for %)	For the year ended December 31,			
	2018	2017	Change	% change
Total segment net revenues	\$696	\$638	\$ 58	9%
Segment Adjusted EBITDA	172	149	23	15%
Segment Adjusted EBITDA Margin	25%	23%		

Total Segment Net Revenues. Hefty Waste & Storage total segment net revenues for the year ended December 31, 2018 increased by \$58 million, or 9%, to \$696 million compared to the year ended December 31, 2017. The increase was primarily due to a \$38 million increase in volume primarily due to strong sales of our branded trash bags and \$22 million in price increases taken in response to higher material costs, primarily resin, and lower trade promotion spending.

Adjusted EBITDA. Hefty Waste & Storage Adjusted EBITDA for the year ended December 31, 2018 increased \$23 million, or 15%, to \$172 million compared to the year ended December 31, 2017. The increase in Adjusted EBITDA was primarily driven by \$22 million in price increases, as discussed above, \$17 million attributable to the higher volume noted above and \$6 million in lower advertising spending. The effects of these favorable changes in Adjusted EBITDA were partially offset by \$18 million of higher material and manufacturing costs, driven by increased resin prices and inflationary cost increases.

Hefty Tableware

(In millions, except for %)	For the year ended December 31,			
	2018	2017	Change	% change
Total segment net revenues	\$757	\$731	\$ 26	4%
Segment Adjusted EBITDA	168	183	(15)	(8)%
Segment Adjusted EBITDA Margin	22%	25%		

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Total Segment Net Revenues. Hefty Tableware total segment net revenues for the year ended December 31, 2018 increased by \$26 million, or 4%, to \$757 million compared to the year ended December 31, 2017. The increase was primarily due to \$22 million in price increases primarily taken in response to higher material costs, primarily resin, and higher volume primarily driven by the introduction of new products, partially offset by softness in certain channels.

Adjusted EBITDA. Hefty Tableware Adjusted EBITDA for the year ended December 31, 2018 decreased \$15 million, or 8%, to \$168 million compared to the year ended December 31, 2017. The decrease in Adjusted EBITDA was primarily attributable to \$22 million of higher manufacturing and material costs due to resin cost increases and inflationary cost increases and \$16 million of higher logistics costs as a result of higher market driven freight rates. These costs increases were partially offset by \$22 million of price increases, as discussed above.

Presto Products

(In millions, except for %)	For the year ended December 31,			
	2018	2017	Change	% change
Total segment net revenues	\$539	\$531	\$ 8	2%
Segment Adjusted EBITDA	85	83	2	2%
Segment Adjusted EBITDA Margin	16%	16%		

Total Segment Net Revenues. Presto Products total segment net revenues for the year ended December 31, 2018 increased by \$8 million, or 2%, to \$539 million compared to the year ended December 31, 2017. The increase was primarily due to \$13 million in price increases taken in response to higher material costs, primarily resin.

Adjusted EBITDA. Presto Products Adjusted EBITDA for the year ended December 31, 2018 increased \$2 million, or 2%, to \$85 million compared to the year ended December 31, 2017. The increase in Adjusted EBITDA was primarily driven by \$5 million of lower manufacturing costs driven by our Reyvolution initiatives and lower employee related costs, partially offset by \$6 million of higher logistics costs due to market driven freight increases.

Year Ended December 31, 2017 Compared with the Year Ended December 31, 2016
Total Reynolds Consumer Products

(In millions, except for %)	For the year ended December 31,					
	2017	% of revenue	2016	% of revenue	Change	% change
Net revenues	\$ 2,809	95%	\$ 2,792	95%	\$ 17	1%
Related party net revenues	148	5%	143	5%	5	3%
Total net revenues	2,957	100%	2,935	100%	22	1%
Cost of sales	(2,095)	(71)%	(2,048)	(70)%	(47)	(2)%
Gross profit	862	29%	887	30%	(25)	(3)%
Selling, general and administrative expenses	(294)	(10)%	(325)	(11)%	31	10%
Other expense, net	(28)	(1)%	(28)	(1)%	—	—
Income from operations	540	18%	534	18%	6	1%
Non-operating expense, net	—	— %	(10)	— %	(10)	100%
Interest expense, net	(322)	(11)%	(391)	(13)%	69	18%
Income before income taxes	218	7%	133	5%	85	64%
Income tax (expense) benefit	84	3%	(54)	(2)%	138	NM(1)
Net income	\$ 302	10%	\$ 79	3%	\$ 223	282%
Adjusted EBITDA(2)	\$ 656	22%	\$ 647	22%	\$ 9	1%

(1) Not meaningful.

(2) Adjusted EBITDA for Reynolds Consumer Products is a non-GAAP measure. See “—How We Assess the Performance of Our Business” for details, including a reconciliation between net income and Adjusted EBITDA.

Components of Change in Net Revenues for the Year Ended December 31, 2017 vs. the Year Ended December 31, 2016

	Price	Volume/Mix	Total
Reynolds Cooking & Baking	1%	— %	1%
Hefty Waste & Storage	— %	(5%)	(5%)
Hefty Tableware	1%	2%	3%
Presto Products	2%	2%	4%
Total RCP	1%	— %	1%

Total Net Revenues. Total net revenues for the year ended December 31, 2017 increased by \$22 million, or 1%, to \$2,957 million compared to the year ended December 31, 2016. The increase was primarily due to \$36 million of price increases primarily taken in response to higher material costs, partially offset by a \$13 million decline in volume. The decline in volume was primarily due to the exit of certain store brand products in our Hefty Waste & Storage segment.

Cost of Sales. Cost of sales for the year ended December 31, 2017 increased by \$47 million, or 2%, to \$2,095 million compared to the year ended December 31, 2016. The increase was primarily due to \$65 million of increased material and manufacturing costs driven by increased resin and aluminum prices and inflationary increases, partially offset by the impact of lower volume. These cost increases were partially mitigated by cost savings driven by our Reyvolution initiatives which offset material cost increases, primarily aluminum and resin, and inflationary cost increases throughout our operations.

Selling, General and Administrative Expenses. Selling, general and administrative expenses for the year ended December 31, 2017 decreased by \$31 million, or 10%, to \$294 million compared to the year ended

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December 31, 2016. The decrease was primarily due to a \$26 million decrease in advertising spending driven by the launch in 2016 of several new product lines and a general decrease in advertising spending in the Reynolds Cooking & Baking and Hefty Waste & Storage segments.

Other Expense, Net. Other expense, net for the year ended December 31, 2017 remained unchanged at \$28 million compared to the year ended December 31, 2016. Other expense, net, for both periods, was primarily attributable to the factoring discount on the sale of U.S. trade receivables and the allocation of a related party management fee. We have sold substantially all of our U.S. trade receivables through RGHL Group's securitization facility. Prior to the closing of this offering, we will repurchase the U.S. trade receivables previously sold that are outstanding at the end of our participation in this facility. The allocation of the related party management fee will also cease.

Non-Operating Expense, Net. Non-operating expense, net for the year ended December 31, 2017 decreased by \$10 million, or 100%, to nil compared to the year ended December 31, 2016. The net decrease was primarily attributable to a \$9 million defined benefit plan settlement loss in 2016 following the merger of our defined benefit pension plan into a plan sponsored by RGHL Group.

Interest Expense, Net. Interest expense, net for the year ended December 31, 2017 decreased by \$69 million, or 18%, to \$322 million compared to the year ended December 31, 2016. The decrease was primarily due to a \$74 million decrease in related party interest expense and a \$12 million increase in related party interest income, partially offset by a \$34 million increase in interest expense on borrowings under the RGHL Group Credit Agreement. The changes in related party interest income and interest expense are primarily the result of changes in interest rates and outstanding principal balances. The increase in interest expense on the RGHL Group Credit Agreement borrowings is primarily attributable to an increase in outstanding borrowings.

In June 2019, our interest bearing related party receivables were used to reduce amounts outstanding under various related party borrowings. Furthermore, immediately prior to the consummation of this offering, we will replace our outstanding borrowings, which comprise amounts outstanding under the RGHL Group Credit Agreement and related party borrowings, with the New Credit Facilities. For further details regarding the New Credit Facilities refer to "—Sources of Liquidity."

Income Tax (Expense) Benefit. We recognized an income tax benefit of \$84 million on profit before income taxes of \$218 million (an effective tax rate of (39)%) for the year ended December 31, 2017 compared to income tax expense of \$54 million on profit before income taxes of \$133 million (an effective tax rate of 41%) for the year ended December 31, 2016. The unusual effective tax rate during the year ended December 31, 2017, reflects the impact of U.S. tax legislative changes enacted in late 2017 requiring the remeasurement of net deferred tax liabilities from 35% to 21%.

Adjusted EBITDA. Adjusted EBITDA increased \$9 million, or 1%, to \$656 million for the year ended December 31, 2017 compared to the year ended December 31, 2016. Price increases of \$36 million, as discussed above, a decrease of \$26 million in advertising spending associated with the launch in 2016 of several new products that did not repeat and \$14 million of higher volume were partially offset by \$65 million of higher material and manufacturing costs due to increased material costs, primarily resin and aluminum, and inflationary cost increases.

Segment Information

Reynolds Cooking & Baking

(In millions, except for %)	For the year ended December 31,			
	2017	2016	Change	% change
Total segment net revenues	\$1,068	\$1,057	\$ 11	1%
Segment Adjusted EBITDA	251	244	7	3%
Segment Adjusted EBITDA Margin	24%	23%		

Total Segment Net Revenues. Reynolds Cooking & Baking total segment net revenues for the year ended December 31, 2017 increased by \$11 million, or 1%, to \$1,068 million compared to the year ended December 31, 2016. This increase was primarily driven by \$16 million in price increases taken in response to higher material costs, primarily aluminum, and lower trade promotion spending, partially offset by lower volume.

Adjusted EBITDA. Reynolds Cooking & Baking Adjusted EBITDA for the year ended December 31, 2017 increased \$7 million, or 3%, to \$251 million compared to the year ended December 31, 2016. The increase in Adjusted EBITDA was primarily attributable to the \$16 million increase in pricing, as discussed above, and lower advertising spending of \$9 million due to the launch in 2016 of a new product and the related increase in advertising spending that did not repeat in 2017. These were partially offset by an increase of \$12 million in material and manufacturing costs.

Hefty Waste & Storage

(In millions, except for %)	For the year ended December 31,			
	2017	2016	Change	% change
Total segment net revenues	\$638	\$671	\$ (33)	(5)%
Segment Adjusted EBITDA	149	151	(2)	(1)%
Segment Adjusted EBITDA Margin	23%	23%		

Total Segment Net Revenues. Hefty Waste & Storage total segment net revenues for the year ended December 31, 2017 decreased by \$33 million, or 5%, to \$638 million compared to the year ended December 31, 2016. The decrease was primarily due to lower volume driven by the exit of certain store brand products, which was partially offset by higher volume of our branded products, including the 2016 launch of our Hefty Ultra Strong product line.

Adjusted EBITDA. Hefty Waste & Storage Adjusted EBITDA for the year ended December 31, 2017 decreased \$2 million, or 1%, to \$149 million compared to the year ended December 31, 2016. The decrease in Adjusted EBITDA was primarily driven by an increase of \$18 million in material and manufacturing costs, partially offset by a decrease of \$15 million in advertising spending primarily due to the launch in 2016 of our Hefty Ultra Strong product line.

Hefty Tableware

(In millions, except for %)	For the year ended December 31,			
	2017	2016	Change	% change
Total segment net revenues	\$731	\$710	\$ 21	3%
Segment Adjusted EBITDA	183	185	(2)	(1)%
Segment Adjusted EBITDA Margin	25%	26%		

Total Segment Net Revenues. Hefty Tableware total segment net revenues for the year ended December 31, 2017 increased by \$21 million, or 3%, to \$731 million compared to the year ended December 31, 2016. The

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increase was primarily due to \$11 million in higher volume partially due to new products and \$9 million in price increases taken in response to higher material costs, primarily resin.

Adjusted EBITDA. Hefty Tableware Adjusted EBITDA for the year ended December 31, 2017 decreased \$2 million, or 1%, to \$183 million compared to the year ended December 31, 2016. The decrease in Adjusted EBITDA was primarily attributable to \$24 million of higher material costs, partially offset by \$9 million of price increases, as discussed above, \$6 million of lower manufacturing costs driven by our Reyvolution initiatives and the impact of higher volume.

Presto Products

(In millions, except for %)	For the year ended December 31,			
	2017	2016	Change	% change
Total segment net revenues	\$531	\$510	\$ 21	4%
Segment Adjusted EBITDA	83	78	5	6%
Segment Adjusted EBITDA Margin	16%	15%		

Total Segment Net Revenues. Presto Products total segment net revenues for the year ended December 31, 2017 increased by \$21 million, or 4%, to \$531 million compared to the year ended December 31, 2016. The increase was primarily due to \$10 million in higher volume and \$10 million of price increases taken in response to higher material costs, primarily resin.

Adjusted EBITDA. Presto Products Adjusted EBITDA for the year ended December 31, 2017 increased \$5 million, or 6%, to \$83 million compared to the year ended December 31, 2016. The increase in Adjusted EBITDA was primarily attributable to the price increases noted above, the impact of higher volume and lower employee-related costs. These increases were partially offset by higher material and manufacturing costs.

Historical Cash Flows

Nine months ended September 30, 2019 and 2018

The following table discloses our cash flows for the periods presented:

(In millions)	For the nine months ended September 30,	
	2019	2018
Net cash provided by operating activities	\$ 158	\$ 347
Net cash used in investing activities	(93)	(235)
Net cash used in financing activities	(73)	(129)
Net decrease in cash and cash equivalents	\$ (8)	\$ (17)

Cash provided by operating activities

Net cash from operating activities decreased by \$189 million, or 54%, to \$158 million for the nine months ended September 30, 2019 compared to \$347 million for the nine months ended September 30, 2018. The decrease in net cash inflows from operating activities was primarily attributable to the settlement of related party payables, partially offset by a lower net investment in inventory during the current period.

Cash used in investing activities

Net cash used in investing activities decreased by \$142 million, or 60%, to \$93 million for the nine months ended September 30, 2019 compared to \$235 million for the nine months ended September 30, 2018. The net

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decrease was primarily attributable to net changes in cash advanced to RGHL Group as part of wider RGHL Group cash management activities. Excluding these related party items, cash outflows from investing activities increased by \$24 million, or 48%, to \$74 million for the nine months ended September 30, 2019 from \$50 million for the nine months ended September 30, 2018. These amounts represent expenditures on the acquisition of property, plant and equipment. This increase in capital expenditures was associated with cost reduction projects related to our Reyvolution program.

Cash used in financing activities

Net cash used in financing activities decreased by \$56 million, or 43%, for the nine months ended September 30, 2019 compared to a net outflow of \$129 million for the nine months ended September 30, 2018. The change in cash flows from financing activities was primarily attributable to changes in related party balances as part of wider RGHL Group cash management activities.

Years ended December 31, 2018, 2017 and 2016

The following table discloses our cash flows for the years presented:

(In millions)	For the year ended December 31,		
	2018	2017	2016
Net cash provided by operating activities	\$ 530	\$ 395	\$ 393
Net cash used in investing activities	(554)	(364)	(584)
Net cash provided by (used in) financing activities	24	(40)	180
Net increase (decrease) in cash and cash equivalents	\$ —	\$ (9)	\$ (11)

Cash provided by operating activities

Net cash from operating activities increased by \$135 million, or 34%, to \$530 million for the year ended December 31, 2018 compared to \$395 million for the year ended December 31, 2017. The net increase in cash inflows from operating activities was primarily attributable to net changes in related party receivables, payables and accrued interest, as well as increased earnings.

Net cash from operating activities increased by \$2 million, or 1%, to \$395 million for the year ended December 31, 2017 compared to \$393 million for the year ended December 31, 2016. The net increase in cash inflows from operating activities was primarily driven by a \$112 million reduction in interest payments and increased earnings, partially offset by an unfavorable change of \$69 million in net working capital, primarily driven by higher raw material costs and a strategic build of inventory, and an unfavorable change in related party receivables and payables.

Cash used in investing activities

Net cash used in investing activities increased by \$190 million, or 52%, to \$554 million for the year ended December 31, 2018 compared to \$364 million for the year ended December 31, 2017. These amounts and movements were primarily attributable to changes in net cash advanced to RGHL Group as part of wider RGHL Group cash management activities. Excluding these related party items, cash outflows from investing activities increased by \$26 million, or 46%, to \$82 million for the year ended December 31, 2018 from \$56 million for the year ended December 31, 2017. These amounts represent expenditures on the acquisition of property, plant and equipment. This increase in expenditure was associated with cost reduction projects related to our Reyvolution program and increased foil spooling capabilities.

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Net cash used in investing activities decreased by \$220 million, or 38%, to \$364 million for the year ended December 31, 2017 compared to \$584 million for the year ended December 31, 2016. These amounts and movements were primarily attributable to changes in net cash advanced to RGHL Group as part of wider RGHL Group cash management activities. Excluding these related party items, cash outflows from investing activities increased by \$13 million, or 30%, to \$56 million for the year ended December 31, 2017 from \$43 million for the year ended December 31, 2016. These amounts represent expenditures on the acquisition of property, plant and equipment. This increase in expenditure was associated with cost reduction projects related to increased environmental, health and safety spending.

Cash provided by (used in) financing activities

Net cash from financing activities was a net inflow of \$24 million for the year ended December 31, 2018, a change of \$64 million from a net outflow of \$40 million for the year ended December 31, 2017. The change in cash flows from financing activities was primarily attributable to changes in related party balances.

Net cash from financing activities was a net outflow of \$40 million for the year ended December 31, 2017, a change of \$220 million from a net inflow of \$180 million for the year ended December 31, 2016. The change in cash flows from financing activities was primarily attributable to changes in related party balances, partially offset by a \$146 million reduction in the repayment of long-term debt.

Quarterly Results and Seasonality

Portions of our business are moderately seasonal. Overall, our strongest sales are in our fourth quarter and our weakest sales are in our first quarter. This is driven by higher levels of sales of cooking products around major U.S. holidays in our fourth quarter, primarily due to the holiday use of Reynolds Wrap, Reynolds Oven Bags and Reynolds Parchment Paper. Our tableware products generally have higher sales in the second quarter of the year, primarily due to outdoor summertime use of disposable plates, cups and bowls.

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The following table sets forth quarterly data for each of the periods presented. In management's opinion, the data below has been prepared on the same basis as the combined financial statements included elsewhere in this prospectus and reflects all normal and recurring adjustments considered necessary for a fair statement of this data. The results of historical periods are not necessarily indicative of the results to be expected for a full year or any future period. The following quarterly financial data should be read in conjunction with our audited annual combined financial statements and related notes and our interim unaudited condensed combined financial statements and related notes included elsewhere in this prospectus.

	Three months ended <u>September 30,</u> 2019	Three months ended <u>June 30,</u> 2019	Three months ended <u>March 31,</u> 2019	Three months ended <u>December 31,</u> 2018	Three months ended <u>September 30,</u> 2018	Three months ended <u>June 30,</u> 2018	Three months ended <u>March 31,</u> 2018
(In millions)							
Statements of Income							
Data:							
Net revenues	\$ 705	\$ 753	\$ 625	\$ 868	\$ 731	\$ 756	\$ 626
Related party net revenues	36	38	40	39	41	42	39
Total net revenues	741	791	665	907	772	798	665
Cost of sales	(524)	(564)	(492)	(641)	(565)	(587)	(517)
Gross profit	217	227	173	266	207	211	148
Selling, general and administrative expenses	(76)	(77)	(78)	(70)	(69)	(76)	(73)
Other expense, net	(20)	(9)	(5)	(11)	(7)	(7)	(6)
Income from operations	121	141	90	185	131	128	69
Non-operating income, net	1	—	—	—	—	—	—
Interest expense, net	(39)	(67)	(68)	(68)	(69)	(71)	(72)
Income (loss) before income taxes	\$ 83	\$ 74	\$ 22	\$ 117	\$ 62	\$ 57	\$ (3)

Sources of Liquidity

Historically, our principal sources of liquidity have been our existing cash and cash equivalents, cash generated from operating activities and related party borrowings from RGHL Group. Our net cash provided by operating activities included the sale of substantially all of our U.S. trade receivables through RGHL Group's securitization facility. In conjunction with this offering, RGHL Group's securitization facility will be amended and we will repurchase, for cash, the U.S. trade receivables previously sold under the securitization facility that are outstanding as of the time of the repurchase of such trade receivables.

Following the consummation of this offering, our principal sources of liquidity will be existing cash and cash equivalents, cash generated from operating activities and available borrowings under the New Revolving Facility.

New Credit Facilities

Immediately prior to the closing of this offering, we expect to enter into the New Credit Facilities with Credit Suisse AG, Cayman Islands Branch as administrative agent, collateral agent and a letter of credit issuer and certain other parties.

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The New Credit Facilities will provide for a New Term Loan Facility in an aggregate principal amount of \$ million and a New Revolving Facility in an aggregate principal amount of \$ million. The New Revolving Facility is expected to be undrawn upon the closing of this offering.

The initial borrower under the New Credit Facilities will be one or more domestic wholly-owned subsidiaries of RCPI (collectively, the “Borrower”). The New Revolving Facility will include a sub-facility for letters of credit. In addition, the New Credit Facilities will provide that the Borrower will have the right at any time, subject to customary conditions, to request incremental term loans or incremental revolving credit commitments in amounts and on terms set forth therein. The lenders under the New Credit Facilities will not be under any obligation to provide any such incremental loans or commitments, and any such addition of or increase in loans will be subject to certain customary conditions precedent and other provisions.

Interest rate and fees

Borrowings under the New Credit Facilities are expected to bear interest at a rate per annum equal to an applicable margin to be determined based on market conditions plus, at the Borrower’s option, either (a) a base rate determined by reference to the highest of (1) the administrative agent’s prime lending rate, (2) the federal funds effective rate plus 0.5% and (3) the LIBO rate for a one month interest period plus 1.00% or (b) a LIBO rate determined by reference to the screen-based LIBO rate for the interest period relevant to such borrowing, in each case, subject to interest rate floors.

Prepayments

It is expected that the New Term Loan Facility will contain customary mandatory prepayments, including with respect to excess cash flow, asset sale proceeds and proceeds from certain incurrences of indebtedness.

It is expected that the Borrower may voluntarily repay outstanding loans under the New Term Loan Facility at any time without premium or penalty, other than customary breakage costs with respect to LIBO rate loans; provided, however, that we expect that any voluntary prepayment, refinancing or repricing of the New Credit Facilities in connection with certain repricing transactions that occur prior to the six-month anniversary of the closing of the New Term Loan Facility will be subject to a prepayment premium of 1.00% of the principal amount of the term loans so prepaid, refinanced or repriced.

Amortization and maturity

The New Term Loan Facility is expected to amortize in equal quarterly installments in an aggregate annual amount equal to 1.00% of the original principal amount thereon, with the balance being payable on the date that is seven years after the closing of the New Credit Facilities. The New Revolving Facility will mature five years after the closing of the New Credit Facilities.

Guarantee and security

All obligations under the New Credit Facilities and certain hedge agreements and cash management arrangements provided by any lender party to the New Credit Facilities or any of its affiliates and certain other persons will be unconditionally guaranteed by RCPI, the Borrower (with respect to hedge agreements and cash management arrangements not entered into by the Borrower) and certain of RCPI’s existing and subsequently acquired or organized direct or indirect material wholly-owned U.S. restricted subsidiaries, with customary exceptions including, among other things, where providing such guarantees is not permitted by law, regulation or contract or would result in material adverse tax consequences.

All obligations under the New Credit Facilities and certain hedge agreements and cash management arrangements provided by any lender party to the New Credit Facilities or any of its affiliates and certain other

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persons, and the guarantees of such obligations, will be secured, subject to permitted liens and other exceptions, by: (i) a perfected first-priority pledge of all the equity interests of each wholly-owned material restricted subsidiary of RCPI, the Borrower or a subsidiary guarantor, including the equity interests of the Borrower (limited to 65% of voting stock in the case of first-tier non-U.S. subsidiaries of RCPI, the Borrower or any subsidiary guarantor) and (ii) perfected first-priority security interests in substantially all tangible and intangible personal property of RCPI, the Borrower and the subsidiary guarantors (subject to certain other exclusions).

Certain covenants and events of default

The New Credit Facilities are expected to contain a number of covenants that, among other things, will restrict, subject to certain exceptions, our ability and the ability of the restricted subsidiaries of RCPI to:

- incur additional indebtedness and guarantee indebtedness;
- create or incur liens;
- engage in mergers or consolidations;
- sell, transfer or otherwise dispose of assets;
- pay dividends and distributions or repurchase capital stock;
- prepay, redeem or repurchase certain indebtedness;
- make investments, loans and advances
- enter into certain transactions with affiliates;
- enter into agreements which limit the ability of our restricted subsidiaries to incur restrictions on their ability to make distributions; and
- enter into amendments to certain indebtedness in a manner materially adverse to the lenders.

The New Credit Facilities are expected to contain a springing financial covenant requiring compliance with a maximum ratio of first lien net indebtedness to consolidated EBITDA of :1.00, applicable solely to the New Revolving Facility. The financial covenant will be tested on the last day of any fiscal quarter (commencing with the first full fiscal quarter after the closing date of the New Credit Facilities) only if the aggregate principal amount of borrowings under the revolving facility and drawn but unreimbursed letters of credit exceeds % of the total amount of commitments under the New Revolving Facility on such day.

If an event of default occurs, the lenders under the New Credit Facilities will be entitled to take various actions, including the acceleration of amounts due under the New Credit Facilities and all actions permitted to be taken by secured creditors.

We believe that our projected cash position, cash flows from operations and, following the consummation of this offering, borrowings under the New Credit Facilities will be sufficient to meet the needs of our business.

Contractual Obligations

The following table summarizes our material contractual obligations as of December 31, 2018, on a historical basis:

(In millions)	Total	Less than one year	One to three years	Three to five years	Greater than five years
Long-term debt(1)	\$2,464	\$ 129	\$ 255	\$ 2,080	\$ —
Related party borrowings, including accrued interest(1)	5,609	1,004	448	3,803	354
Operating leases	54	11	17	11	15
Unconditional capital expenditure obligations	29	29	—	—	—
Postretirement benefit plan obligations	47	3	6	6	32
Total contractual obligations	<u>\$8,203</u>	<u>\$ 1,176</u>	<u>\$ 726</u>	<u>\$ 5,900</u>	<u>\$ 401</u>

- (1) Total obligations for long-term debt and related party borrowings consist of the principal amounts, fixed and floating rate interest obligations, including related party accrued interest payable as of December 31, 2018. The interest rates on the floating rate debt balances have been assumed to be the same as the rates in effect as of December 31, 2018. In June 2019, we net settled related party borrowings of \$1,714 million and related party accrued interest payable of \$655 million. For further information, refer to Note 15—Subsequent Events of our annual combined financial statements included elsewhere in this prospectus. As part of the Corporate Reorganization, the existing long-term debt and related party borrowings will be settled and we will also enter into the New Term Loan Facility, with repayments expected to be \$ (less than one year), \$ (one to three years), \$ (three to five years) and \$ (greater than five years).

As of December 31, 2018, our liabilities for uncertain tax positions totaled \$1 million. The ultimate timing of these liabilities cannot be determined; therefore, we have excluded these amounts from the contractual obligations table above.

Off-Balance Sheet Arrangements

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

Quantitative and Qualitative Disclosures about Market Risk

In the normal course of business, we are subject to risks from adverse fluctuations in interest rates and commodity prices. We have historically managed commodity price risks through commodity derivatives. We are not a party to leveraged derivatives and, by policy, do not use financial instruments for speculative purposes. The extent to which we use derivative instruments is dependent upon our access to them in the financial markets, the costs associated with entering into such arrangements and our use of other risk management methods, such as establishing sales arrangements that permit the pass-through of changes in commodity prices to customers. Our objective in managing our exposure to market risk is to limit the impact on earnings and cash flow.

Interest Rate Risk

We had significant debt commitments outstanding as of December 31, 2018. 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 drawn under our portion of the RGHL Group Credit Agreement and certain related party borrowings.

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In conjunction with this offering all of our obligations under the historical debt commitments, both those with third party financial institutions and those with RGHL Group, will be settled, and we will incur \$ million of interest bearing borrowings under the New Credit Facilities. Based on the expected outstanding borrowings under the New Term Loan Facility as of the closing of this offering with all other variables remaining constant, a 100-basis point increase (decrease) in the interest rates under the New Term Loan Facility would result in a \$ million increase (decrease) in interest expense, per annum, on our borrowings.

Commodity Risk

We are exposed to commodity and other price risk principally from the purchase of resin, aluminum, natural gas, electricity, carton board 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. From time to time, we enter into hedging agreements, including commodity derivative contracts, to hedge commodity prices primarily related to aluminum, diesel and benzene.

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 material cost changes to our customers or (b) fix our input costs for a period. The following table provides the details of our outstanding commodity derivative contracts as of December 31, 2018.

Type	Unit of measure	Contracted volume	Contracted price range	Contracted date of maturity
Aluminum swaps	Metric tonne	34,711	\$1,925.00 - \$2,499.50	Jan. 2019 - Dec. 2019
Aluminum Midwest Premium swaps	Metric tonne	4,130	\$403.45 - \$407.85	Jan. 2019 - Dec. 2019
Benzene swaps	U.S. liquid gallon	1,882,258	\$2.28 - \$3.02	Feb. 2019 - June 2019
Diesel swaps	U.S. liquid gallon	3,449,492	\$2.88 - \$3.40	Jan. 2019 - Dec. 2019

Commodity derivative contracts are valued using observable market commodity 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. As of December 31, 2018, the estimated fair values of the outstanding commodity derivative contracts were a net liability of \$9 million. During the year ended December 31, 2018, we recognized a \$14 million unrealized loss and a \$4 million realized loss in cost of sales in the combined statement of income related to commodity derivatives.

A 10% upward (downward) movement in the price curve used to value the commodity derivative contracts, applied as of December 31, 2018, would have resulted in a \$1 million (decrease) increase in unrealized losses recognized in the combined statement of income assuming all other variables remain constant.

Critical Accounting Policies

The methods, estimates and judgments we use in applying our most critical accounting policies have a significant impact on the results we report in our combined financial statements. Specific areas requiring the application of management's estimates and judgments include, among others, assumptions pertaining to benefit plan assumptions, valuation assumptions of goodwill and intangible assets, useful lives of long-lived assets, sales incentives and income taxes. Accordingly, a different financial presentation could result depending on the judgments, estimates or assumptions that are used. 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 most critical accounting policies and estimates are related to revenue recognition, the

valuation of goodwill and intangible assets and income taxes. A summary of our significant accounting policies and use of estimates is contained in Note 2—Summary of Significant Accounting Policies of our annual combined financial statements included elsewhere in this prospectus.

Revenue Recognition—Sales Incentives

We routinely commit to one-time or ongoing trade-promotion programs with our customers. Programs include discounts, allowances, shelf-price reductions, end-of-aisle or in-store displays of our products and graphics and other trade-promotion activities conducted by the customer, such as coupons. Collectively, we refer to these as sales incentives or trade promotions. Costs related to these programs are recorded as a reduction to revenue. Our trade promotion accruals are primarily based on estimated volume and incorporate historical sales and spending trends by customer and category. The determination of these estimated accruals requires judgment and may change in the future as a result of changes in customer promotion participation, particularly for new programs and for programs related to the introduction of new products. Final determination of the total cost of a promotion is dependent upon customers providing information about proof of performance and other information related to the promotional event. This process of analyzing and settling trade-promotion programs with customers could impact our results of operations and trade promotion accruals depending on how actual results of the programs compare to original estimates. Sales incentives represented 5% of total net revenues for fiscal year 2018 and 6% of total net revenues for each of fiscal year 2017 and fiscal year 2016. As of December 31, 2018 and 2017, we had accruals of \$40 million and \$32 million, respectively, reflected on our combined balance sheets in Accrued and other current liabilities related to sales incentive programs.

Goodwill, Indefinite-Lived Intangible Assets and Long-Lived Assets

We test our goodwill and other indefinite-lived intangible assets for impairment annually in the fiscal fourth quarter unless there are indications during a different interim period that these assets may have become impaired. No impairments were identified as a result of our impairment review performed annually during the fourth quarter of fiscal years 2018, 2017 and 2016.

Goodwill

Our reporting units for goodwill impairment testing purposes are Reynolds Cooking & Baking, Hefty Waste & Storage, Hefty Tableware and Presto Products. No instances of impairment were identified during the fiscal year 2018 annual impairment review. All of our reporting units had fair values that significantly exceeded recorded carrying values. However, future changes in the judgments, assumptions and estimates that are used in the impairment testing for goodwill as described below could result in significantly different estimates of the fair values.

In our evaluation of goodwill impairment, we have the option to first assess qualitative factors such as the maturity and stability of the reporting unit, the magnitude of the excess fair value over carrying value from the prior year's impairment testing, other reporting unit operating results as well as new events and circumstances impacting the operations at the reporting unit level. If the result of a qualitative test indicates a potential for impairment, a quantitative test is performed, wherein we compare the estimated fair value of each reporting unit to its carrying value. In all instances where a quantitative test was performed, the estimated fair value exceeded the carrying value of the reporting unit and none of our reporting units were at a risk of failing the quantitative test. If the estimated fair value of any reporting unit had been less than its carrying value, an impairment charge would have been recorded for the amount by which the reporting unit's carrying amount exceeds its fair value.

To determine the fair value of a reporting unit as part of our quantitative test, we use a capitalization of earnings method under the income approach. Under this approach, we estimate the forecasted Adjusted EBITDA of each reporting unit and capitalize this amount using a multiple. The Adjusted EBITDA amounts are consistent with those we use in our internal planning, which gives consideration to actual business trends experienced and

the long-term business strategy. The selection of a capitalization multiple incorporates consideration of comparable entity trading multiples within the same industry and recent sale and purchase transactions. Changes in such estimates or the application of alternative assumptions could produce different results.

Indefinite-Lived Intangible Assets

Our indefinite-lived intangible assets consist of certain trade names. We test indefinite-lived intangible assets for impairment on an annual basis in the fourth quarter and whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. If the carrying amount of such asset exceeds its estimated fair value, an impairment charge is recorded for the difference between the carrying amount and the estimated fair value. When a quantitative test is performed we use a relief from royalty computation under the income approach to estimate the fair value of our trade names. This approach requires significant judgments in determining (i) the estimated future branded revenue from the use of the asset; (ii) the relevant royalty rate to be applied to these estimated future cash flows; and (iii) the appropriate discount rates applied to those cash flows to determine fair value. Changes in such estimates or the use of alternative assumptions could produce different results. No instances of impairment were identified during the fiscal year 2018 annual impairment review. Each of our indefinite-lived intangible assets had fair values that significantly exceeded recorded carrying values.

Long-Lived Assets

Long-lived assets, including finite-lived intangible assets, are reviewed for possible impairment whenever events or changes in circumstances occur that indicate that the carrying amount of an asset (or asset group) may not be recoverable. Our impairment review requires significant management judgment, including estimating the future success of product lines, future sales volumes, revenue and expense growth rates, alternative uses for the assets and estimated proceeds from the disposal of the assets. We review business plans for possible impairment indicators. Impairment occurs when the carrying amount of the asset (or asset group) exceeds its estimated future undiscounted cash flows. When impairment is indicated, an impairment charge is recorded for the difference between the asset's carrying value and its estimated fair value. Depending on the asset, estimated fair value may be determined either by use of a discounted cash flow model or by reference to estimated selling values of assets in similar condition. The use of different assumptions would increase or decrease the estimated fair value of assets and would increase or decrease any impairment measurement.

Income Taxes

Prior to the closing of this offering, our U.S. operations have been included in a consolidated U.S. federal return as well as certain state and local tax returns filed by RGHL Group. We also file certain separate U.S. state and local and foreign income tax returns. The income tax expense (benefit) included in our combined statements of income has been calculated using the separate return basis. It is possible that we will make different tax accounting elections and assertions subsequent to our shares being issued to the public. Therefore, our income taxes, as presented in our combined financial statements included elsewhere in this prospectus, may not be indicative of our income taxes in the future. Where we have been included in the tax returns filed by RGHL Group, any income taxes payable resulting from the separate return basis have been reflected in our combined balance sheets in Net Parent deficit.

Considerable management judgment is necessary to assess the inherent uncertainties related to the interpretations of complex tax laws, regulations and taxing authority rulings.

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 2—Summary of Significant Account Policies of our annual combined financial statements included elsewhere in this prospectus.

BUSINESS

Overview

Our mission is to simplify daily life so consumers can enjoy what matters most.

We are a market-leading consumer products company with a presence in 95% of households across the United States. We produce and sell products across three broad categories: cooking products, waste & storage products and tableware. We sell our products under iconic brands such as Reynolds and Hefty, and also under store brands that are strategically important to our customers. Overall, across both our branded and store brand offerings, over 65% of our revenue for the year ended December 31, 2018 came from products where we hold the #1 U.S. market share position in the category, and in virtually all of our major product categories we hold either a #1 or #2 U.S. market share position by revenue. We have developed our market-leading position by investing in our product categories and consistently developing innovative products that meet the evolving needs and preferences of the modern consumer.

Our mix of branded and store brand products is a key competitive advantage that aligns our goal of growing the overall product category with our customers' goals and positions us as a trusted strategic partner to our retailers. Our Reynolds and Hefty brands have preeminent positions in their categories and carry strong brand recognition in household aisles. The combination of our store brand offerings, the shared goal of category growth and indispensable support in marketing, innovation, branding and promotions has enabled us to achieve the position of category captain level advisor across 29 customers, which represent 73% of U.S. category sales, based on Nielsen ACV in 2018.

Our leading brand portfolio

The logo for Reynolds Wrap, featuring the brand name in a white serif font on a dark blue background with a white graphic element to the right.The logo for Hefty, featuring the brand name in a bold, blue, sans-serif font with a white outline, set against a white background.The logo for Reynolds KITCHENS, featuring the brand name in a white serif font on a dark blue background.The logo for DIAMOND, featuring the brand name in a bold, white, sans-serif font with a red outline, set against a red background.The logo for ALCAN, featuring the brand name in a bold, white, sans-serif font on a dark blue background.

Our products are typically used in the homes of consumers of all demographics on a daily basis and meet the convenience-oriented preferences of today's consumer across a broad range of household activities. We help make daily life easier by assisting with preparation, cooking, mealtime and cleanup and by providing convenient storage and indoor/outdoor disposal solutions. Our diverse product portfolio includes aluminum foil, disposable bakeware, trash bags, food storage bags and disposable tableware. Our products are known for their quality, which is recognized by our consumers and retail partners alike. Our consumers know they can rely on our trusted brands. These factors generate loyalty which empowers us to develop and launch new products that expand usage occasions and transition our portfolio into adjacent categories.

We have strong relationships with a diverse set of customers including leading grocery stores, mass merchants, warehouse clubs, discount chains, drug stores, home improvement stores, military outlets and eCommerce retailers. Our customer relationships have been built on a long history of trust. Our portfolio of branded and store brand products allows our retail partners to manage multiple household aisles with a single vendor. Many of our products have had a prominent position on the shelves of major retailers for decades and have become an integral part of household aisles. We believe our strong brand recognition and customer loyalty lead to robust product performance.

As a category captain level advisor for many of our retail partners, we provide the insights retailers require to grow entire product categories. We provide our customers with category management expertise, including assortment analytics and promotion strategies, which is supported by innovation and consumer-focused insights. We believe that championing our categories helps cement our retailer relationships and will drive growth across all of our product lines. This approach, combined with our leading products, capabilities and service, further differentiates us from our competitors.

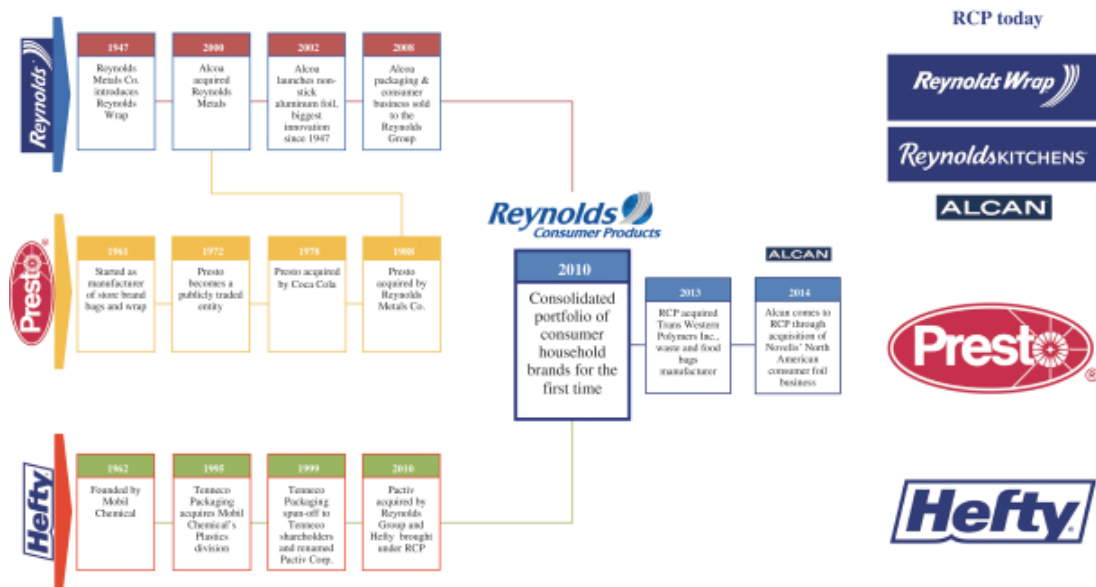
While our products have been trusted for generations, we place significant emphasis on constantly improving them. Innovation is a key component of our corporate culture and we aim to continually evolve across our segments through both the introduction of new features on our existing product portfolio and the development of new product solutions. Our objective is to generate 20% of our revenue each year from new products introduced within the prior three years. All of our key product lines include newly developed innovative products such as our Hefty Ultra Strong trash bags, Reynolds KITCHENS Slow Cooker Liners, Parchment Pop Up Sheets, 75% Unbleached Compostable Parchment Paper, Hefty branded party cups, store brand party cups and our Presto store brand square-shaped snack bags. We believe our commitment to innovation has driven our growth and is a key reason why consumers continue to choose our products.

We put safety first, treat people with respect and act ethically to operate a business that is sustainable for the long-term. We never compromise our values in the face of market forces and we remain committed to strong rules of governance. We strive to operate with respect for the environment, and we are committed to sustainability across three key areas: our product portfolio, supply chain and communities. We currently deliver sustainable solutions across all of our product lines and are focused on innovation that further develops the eco-friendly profile of our product portfolio.

We have an attractive financial profile with steady, organic revenue growth, robust margins and disciplined capital expenditures. These attributes allow us to generate significant free cash flow. In the year ended December 31, 2018, we generated \$3.1 billion in revenue, \$176 million in net income and \$647 million in Adjusted EBITDA. For the nine months ended September 30, 2019, we generated \$2.2 billion in revenue, \$135 million in net income and \$441 million in Adjusted EBITDA. Since 2014, our income from operations margin and Adjusted EBITDA margin have grown by 364 and 242 basis points to 16% and 21%, respectively, in the year ended December 31, 2018. We have driven margin expansion mainly through our consistent focus on improving operational efficiency, managing costs throughout the cycle and driving innovation. Our revenue, net income and Adjusted EBITDA in the year ended December 31, 2018 reflect a CAGR of 2.2%, 110.3% and 5.5%, respectively, since 2014. In the year ended December 31, 2018, we generated \$530 million of net cash provided by operating activities and spent \$82 million on capital expenditures. See “Prospectus Summary—Summary Historical and Unaudited Pro Forma Combined Financial Data” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations—How We Assess the Performance of Our Business” for a reconciliation of Adjusted EBITDA to net income.

History

Each of our businesses and brands have long heritages, beginning over 70 years ago with the introduction of Reynolds Wrap aluminum foil in 1947 and subsequently the introduction of our Hefty waste and food storage bags in the 1960s. RCP was primarily formed through the combination of three businesses: the Reynolds cooking products business, the Presto waste and food storage bag business and the Hefty trash bag, food storage bag and tableware business. The graphic below shows a timeline of our history from 1947 to today.



Our 'Reyvolution' Culture

We have a unique corporate culture that aims to continually reinvent and optimize our business. We have formalized our approach into an ethos we refer to as 'Reyvolution.' Reyvolution is an all-encompassing way of thinking, planning and evaluating our operations to accelerate future growth through product innovation, process automation and cost reduction. Through this disciplined process and mindset, we aim to drive revenue growth, market share increases and margin expansion. We are focused on long-term planning and goal-setting strategies as well as our near term operating results. We believe it is critical to embrace new technology and, through this program, we have made significant investment across our business to accelerate optimization opportunities. Reyvolution is focused on four key areas:

- **Growth**—support our products and customers through a holistic approach to our categories
- **Innovation**—reinforce our existing product portfolio with new and on-trend products
- **Cost reduction**—optimize our processes to drive increased profitability
- **Automation**—continuously refine our manufacturing base to increase efficiency

Reyvolution includes a collective, cross-functional effort to drive growth across our business. This systematic program includes collaborative partnerships across our business units, monthly meetings with top executives and rigorous measurement of initiatives and progress against internal benchmarks. The program has yielded significant results both on the top and bottom line. For the two year period ended December 31, 2018, the impact of Reyvolution was approximately \$176 million of Adjusted EBITDA benefit. Of the total, \$126 million was generated through cost savings across our businesses, with \$50 million of Adjusted EBITDA being

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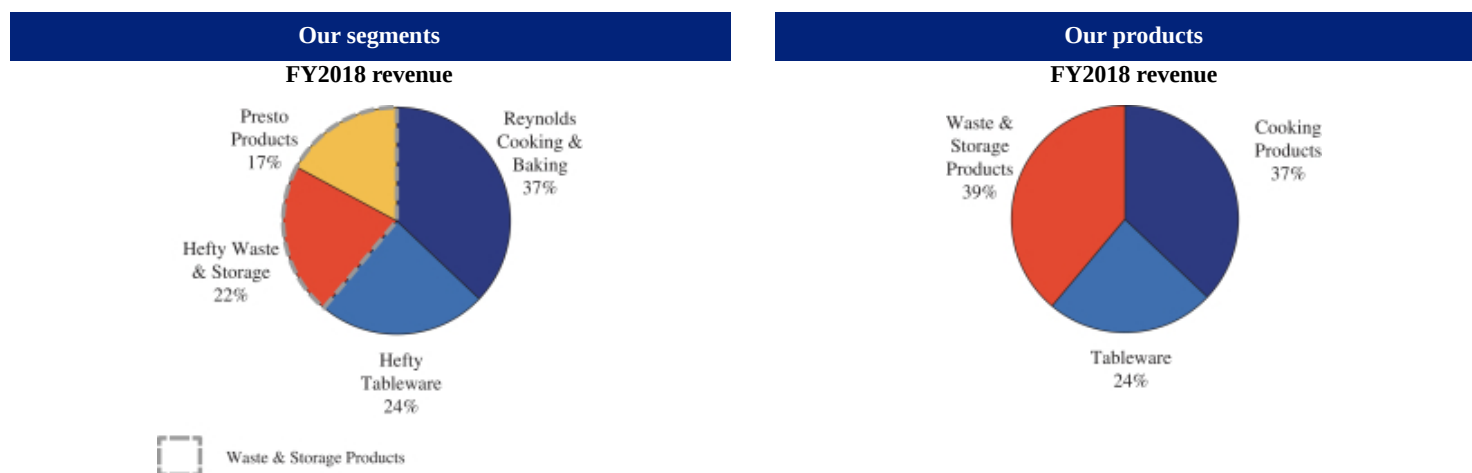
generated through revenue initiatives. Our Reyvolution initiatives also include internal goals for innovation. Our objective is to generate 20% of our revenue from new products introduced within the prior three years. In fiscal year 2018, 21% of our revenue was generated from products that were less than three years old. Reyvolution will continue to impact everything we do on a daily basis.

Reyvolution success stories can be found across all of our business segments. For example, we have been able to leverage the success of the unique designs of our Hefty party cup to launch new innovative products. Within our Presto segment, we have incorporated consumer research and competitive insights to develop an “easy to grip and open” color grip opening zipper. Our focus on automation has led to the utilization of digital capabilities to significantly improve our operational efficiency and the effectiveness of our intelligent factories. Our dedication to continuous improvement has also been supported by strategic investments which allow us to utilize higher levels of post-consumer aluminum in our manufacturing processes at a lower cost.

By achieving our objectives year-in and year-out, producing the highest quality and most convenient-to-use products and maintaining a commitment to the safety of our employees, we have built a company that is trusted by our customers, vendors, employees and, most importantly, the consumers who use our products.

Our Segments and Products

The pie charts below show the breakdown of our revenue for the fiscal year ended December 31, 2018 by our segments and products.



Our Segments

We manage our operations in four reportable segments: Reynolds Cooking & Baking, Hefty Waste & Storage, Hefty Tableware and Presto Products.

- **Reynolds Cooking & Baking:** Reynolds Cooking & Baking generated \$1.2 billion in revenue and \$234 million in Adjusted EBITDA (a 20% Adjusted EBITDA margin) for the year ended December 31, 2018 and has grown its revenue at a 4.7% CAGR from 2016 to 2018. Through our Reynolds Cooking & Baking segment, we produce branded and store brand foil, disposable aluminum pans, parchment paper, freezer paper, wax paper, plastic wrap, baking cups, oven bags and slow cooker liners. Our branded products are sold under the Reynolds Wrap, Reynolds KITCHENS and E-Z Foil brands in the United States and selected international markets, under the ALCAN brand in Canada and under the Diamond

brand outside of North America. With our flagship Reynolds Wrap products, we hold the #1 market position in the U.S. consumer foil market measured by revenue and volume. We have no significant branded competitor in this market. Reynolds is one of the most recognized household brands in the United States and has been the top trusted brand in the consumer foil market for over 70 years, with greater than 50% market share in virtually all of its categories. This sustained leadership provides us with a platform for continued product innovation and expansion into adjacent categories. Reynolds Wrap has been one of the most trusted household brands in the United States since 1947, and Reynolds has aided brand awareness of 98%, according to a 2015 brand awareness study.

- **Hefty Waste & Storage:** Hefty generated \$696 million in revenue and \$172 million in Adjusted EBITDA (a 25% Adjusted EBITDA margin) for the year ended December 31, 2018 and has grown its revenue at a 2.2% CAGR from 2016 to 2018. Through our Hefty segment, we produce both branded and store brand trash and food storage bags. Our products are sold under the Hefty Ultra Strong, Hefty Strong Trash Bags, Hefty Renew and Hefty Slider Bags brands. Hefty is a well-recognized leader in the food storage bag and trash bag categories. We have the #1 market share in U.S. outdoor trash bags. Our robust product portfolio includes a full suite of indoor and outdoor and contractor bags. It also includes sustainable solutions such as blue and clear recycling bags, compostable bags, bags made from recycled materials and the Hefty EnergyBag Program.
- **Hefty Tableware:** Tableware generated \$757 million in revenue and \$168 million in Adjusted EBITDA (a 22% Adjusted EBITDA margin) for the year ended December 31, 2018 and has grown its revenue at a 3.3% CAGR from 2016 to 2018. Through our Tableware segment, we sell both branded and store brand disposable and compostable plates, bowls, platters, cups and cutlery. Our Hefty branded products include dishes and party cups. Hefty branded party cups were the #1 party cup in America by market share as of September 28, 2019. Our branded products use our Hefty brand to represent both quality and great price, and we bring this same quality and value promise to all of our store brands as well. We sell across a broad range of materials and price points in all retail channels, allowing our consumers to select the product that best suits their price, function and aesthetic needs.
- **Presto Products:** Presto generated \$539 million in revenue and \$85 million in Adjusted EBITDA (a 16% Adjusted EBITDA margin) for the year ended December 31, 2018 and has grown its revenue at a 2.7% CAGR from 2016 to 2018. Through our Presto segment, we primarily sell store brand products in four main categories: food storage bags, trash bags, reusable storage containers and plastic wrap. Presto is a market leader in food storage bags and differentiates itself by providing access to category management, consumer insights, marketing, merchandising and R&D resources. As a result, through Presto we had a 57% share of the U.S. store brand food storage bag category and a 26% share of the total category as of September 28, 2019. Our store brand products are national brand equivalent (or better) and we offer consumer-desired features, including compostable bags and products made with plant-based and recycled materials. Our Presto segment also includes our growing specialty business, which serves other consumer products companies by providing Fresh-Lock and Slide-Rite resealable closure systems. We have extended our innovative product technology from our food storage bag products and are growing it through this unique channel.

Our Products

Our portfolio consists of three main product groups: waste & storage products, cooking products and tableware. All of our key product lines include newly developed innovative products such as our Hefty branded Ultra Strong trash bags, Reynolds KITCHENS Slow Cooker Liners, Parchment Pop Up Sheets, 75% Unbleached Compostable Parchment Paper and compostable Hefty paper plates. We have the #1 branded market share in product categories that comprised over 65% of our total revenue in fiscal year 2018. We are also a leading store brand supplier in many of the same categories.

Our key product categories			
	Waste & storage products	Cooking products	Tableware
FY18 revenue (in millions)	\$1,226	\$1,159	\$757
FY16 – FY18 revenue CAGR	2.5%	4.7%	3.3%

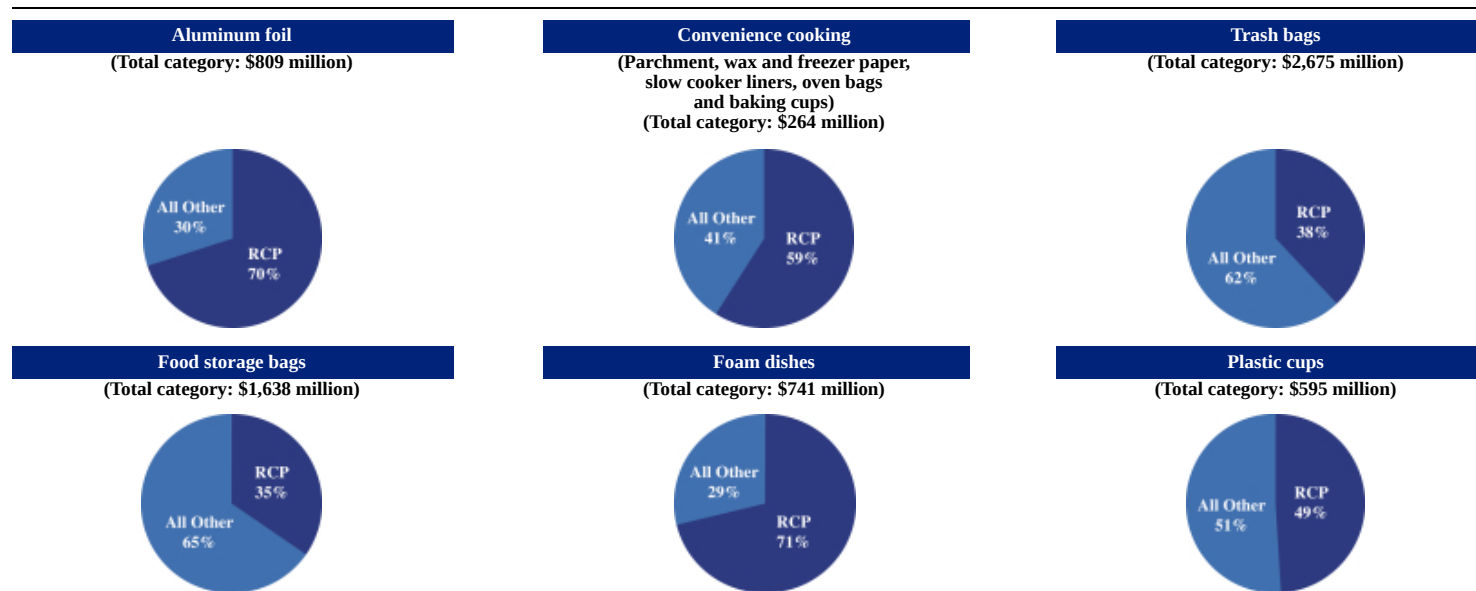
Brands				
Products	<p>Indoor bags</p>	<p>Aluminum foil</p>	<p>Party cups</p>	
	<p>Outdoor bags</p>	<p>Aluminum bakeware</p>	<p>Tableware</p>	
	<p>Sustainable bags</p>	<p>Parchment paper</p>	<p>Sustainable tableware</p>	
	<p>Slider storage bags</p>	<p>Slow cooker liners</p>	<p>Platters</p>	
	<p>Press-to-close storage bags</p>	<p>Oven bags</p>	<p>Cutlery</p>	
	<p>Reusable storage containers</p>	<p>Freezer paper</p>		
		<p>Wax paper</p>		

Our Competitive Strengths

Leading market positions in attractive consumer categories reinforced by well-recognized, iconic brands that resonate with consumers

We hold the #1 or #2 market position by revenue in virtually all of our product categories and are well positioned to capitalize on their growth. Over 65% of our revenue comes from products that are #1 in their respective categories. We invest in both our branded and store brand products, which allows us to focus on growing the entire product category. We have preeminent market positions across both branded and store brand products with total market share of 44% across all of our major product categories for the 52 weeks ended September 28, 2019.

Leading market share in core categories across both branded and store brand (% total combined market share for the 52 weeks ended September 28, 2019)

























Source: Nielsen xAOC last 52 weeks ended September 28, 2019.

We participate in large and growing consumer product categories, with an average growth rate of 3.4% year-over-year from the 52 weeks ended September 29, 2018 to the 52 weeks ended September 28, 2019. Our categories continue to experience consistent growth, with foil and food storage bags growing at 4.6% and 2.0%, respectively, year-over-year from the 52 weeks ended September 29, 2018 to the 52 weeks ended September 28, 2019. Our categories are supported by strong demographic profiles, consumer demand for convenience and evolving consumer needs. We continue to drive category growth through our innovation driven new product development and relationships with leading retailers.

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Our iconic brands, such as Reynolds and Hefty, have developed strong brand recognition within their categories. Our brands are recognized across all demographics and generations for their quality, strength and reliability. Reynolds Wrap has been one of the top trusted household brands in the United States since 1947. According to a 2015 brand awareness study, Reynolds Wrap has aided brand awareness of 98%. Additionally, Hefty has aided brand awareness of 95%, according to a 2017 brand awareness study.

Our brands have #1 positions across nearly all our categories			
Category	Brand	Position	Brand share of total category
Aluminum foil (U.S.)			64%
Aluminum foil (Canada)			72%
Parchment paper			51%
Wax paper			59%
Slow cooker liners			77%
Oven bags			93%
Freezer paper			94%
Slider bags			34%
Party cups			22%
Foam dishes			43%
Trash bags			20%

Source: Nielsen xAOC last 52 weeks ended September 28, 2019.

Long-term strategic relationships with a diverse set of leading customers

Our customer relationships across leading grocery stores, mass merchants, warehouse clubs, discount chains, drug stores, home improvement stores, military outlets and eCommerce retailers are based on a long history of trust. With many of our customers, we have maintained an ongoing relationship since the inception of our Reynolds brand over 70 years ago. Our experienced sales force, which averages over 10 years of experience at RCP, and the superb service we provide our customers drive our superior levels of ongoing customer satisfaction. The majority of our products are made in the United States, and our strategically located national manufacturing footprint provides logistics advantages and certainty of supply for our retail partners. Our short supply chain relative to competitors and the vendor-managed inventory we offer our major customers are highly valued by our customers because it reduces the inventory they have to carry and limits product shortages.

We have over 70 years of technical knowledge about our products. We deploy this experience across our business segments to deliver custom innovation solutions. This, together with our low cost manufacturing capabilities and consistent product quality, enables us to provide our customers with a compelling value proposition. For example, in addition to our renowned branded products, our store brand products are subject to the same high degree of quality control as branded products and as a result consistently receive a "Pass" rating when tested against the national brands at third-party laboratories.

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We work to make not only our individual products successful but also to provide our retail partners with the insights and recommendations they need to grow entire product categories. We provide our retailers with category management expertise that is supported by innovation and consumer focused insights and includes assortment and promotion strategies. Our ability to provide best-in-class shopper insights directly results in stronger customer loyalty.

We believe these value-added services differentiate us from our competitors and strengthen our customer relationships. This is evidenced by our relationships with our largest retail customers, who we partner with to sell our branded products and to produce their store brand products.

Demonstrated track record of new product development

We have a strong track record of innovation, focused on the addition of innovative features to our existing products and the development of new products that address consumers' unmet needs. Additionally, we strive to further enhance our core product portfolio. We are able to identify emerging consumer trends through our extensive consumer insights, allowing us to develop products with the features and functions that consumers are looking for. We believe we were the first to introduce a food storage bag, the first to introduce a slider closure on food storage bags, the first to introduce the drawstring trash bag, the first to introduce the "gripper" feature on trash bags, the first to add an unscented odor block feature to trash bags and the first to add non-stick coating to aluminum foil. We have a robust track record of developing and launching successful new products.

Hefty Ultra Strong



- Addresses top consumer dissatisfactions such as odors, drawstring breaks and bag tears
- Utilizes Arm & Hammer patented odor neutralizer for revitalized scents
- Uses active tear-resistant technology and higher grade resin for stronger bags and improved performance

Reynolds KITCHENS Slow Cooker Liners



- Addresses key pain point of soaking/scrubbing the slow cooker
- BPA-free product that offers convenience for household meal preparation
- Provides fast and easy clean up in seconds

Store brand square snack bags



- Addresses consumer need for taller bags that can fit a larger assortment of snacks in terms of size and shape
- Unique square shape that is easier to fill and close and offers more optionality than rectangular bags
- Multipurpose storage that seals in flavor and freshness for food items

We have invested considerable resources to develop proprietary products and efficient manufacturing capabilities and we actively protect our intellectual property. We have a significant number of registered patents and registered trademarks, including Reynolds and Hefty, as well as several copyrights, which, along with our trade secrets and manufacturing know-how, help support our ability to add value within the market and sustain our competitive advantages. We also look to partner with both our suppliers and customers to drive innovation through the entire supply chain.

As sustainability becomes more central to the consumer's purchasing decision, we remain focused on developing new eco-friendly products, and we are continuously investing in our capabilities to improve our ability to utilize recycled materials. We currently have environmentally friendly options across the vast majority of our product categories, such as compostable trash bags and store brand bags made from plant-based resins and recyclable materials. We believe we are well positioned to capitalize on these trends as aluminum, one of our

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core inputs, is infinitely recyclable and is supported as a green, recoverable material. We have, for example, launched Reynolds Wrap 100% Recycled Foil into retail distribution and we have recently launched 75% Unbleached Compostable Parchment Paper. We have a strong pipeline of new products in development, many of which are part of our broader sustainability initiatives.

Innovation is a significant component of our culture and is further instilled through Reyvolution. We have devoted significant resources towards this endeavor and believe that our highly experienced R&D teams will remain on the cutting edge.

Well-invested manufacturing footprint that serves as a competitive moat

We have a robust and well invested manufacturing footprint which includes 17 manufacturing facilities and over 5,000 employees. Our facilities are strategically located across the United States and Canada, and the majority of our products are proudly made in the United States. Our low-cost and efficient manufacturing facilities enable us to optimize distribution, minimize lead times and reduce freight costs. This significant production base, built over decades, positions us well versus our competitive peer set. We estimate that it would require more than \$2.5 billion to replicate our manufacturing assets, and we believe it would be exceedingly difficult to replicate our proprietary manufacturing know-how and in-house developed technology that enable us to run our facilities faster, with greater automation and with higher quality control. Our unique manufacturing capabilities enable us to produce a broad selection of differentiated products that help drive growth while providing a substantial barrier to entry.

Through Reyvolution, we are focused on lean manufacturing initiatives to reduce material usage, improve uptime and increase productivity across every site. We are heavily automated today and are committed to further investments in automation, including recent initiatives focused on the automation of repetitive manual tasks to increase operating efficiency and consistency, while protecting ourselves from labor fluctuations. Our automation processes and proprietary manufacturing technologies are difficult for competitors to replicate.

Our operations have significant scale and substantial vertical integration, which provides us with competitive advantages. Our substantial vertical integration gives us increased independence from suppliers and the ability to control costs more efficiently. It also partially insulates us from import volatility. We have a robust network of suppliers allowing us to be nimble in our input material purchasing.

Attractive financial performance with strong free cash flow generation

We have an attractive financial profile with steady organic revenue growth, strong margins and disciplined capital expenditures. These attributes allow us to generate robust free cash flow.

Since 2014, our income from operations margin and Adjusted EBITDA margin have grown by 364 and 242 basis points to 16% and 21%, respectively, in the year ended December 31, 2018. We have driven margin expansion mainly by managing costs, increasing our volumes and manufacturing efficiency and driving innovation. We are able to deliver attractive Adjusted EBITDA margins due to the high value-added nature of our products. We defend our margin position through innovation driven growth, cost savings and effective purchasing. The vertically integrated nature of our business provides further insulation for our margin profile.

We plan to continue leveraging Reyvolution to deliver incremental operational productivity savings, improve our business mix and increase the effectiveness of our sales force. Historically our business has relatively low capital expenditure requirements, averaging \$60 million per year over the past three fiscal years, which drives our high rate of free cash flow conversion. We plan to continue to manage our costs, working capital and capital expenditures to deliver strong free cash flow.

Commitment to sustainability and values

We put safety first, treat people with respect and operate ethically to help ensure that we manage our business on a sound long-term foundation. We never compromise our values, regardless of market forces, and we

remain committed to strong rules of governance. We manage our business for long-term results, as evidenced by the robust Reyvolution initiative pipeline across all facets of our business. We believe corporate responsibility is the obligation of all employees. Our management team is committed to maintaining our culture, which has been an important component of our success.

We strive to operate with respect for the environment and are committed to sustainability across three key areas: our product portfolio, supply chain and communities. We engage with our employees and partner with our customers to explore sustainability topics like plant and distribution route efficiency. We participate at the forefront of emerging municipal programs that generate new community based solutions and also end-to-end recycling solutions with our Hefty EnergyBag Program in partnership with a key supplier. We are longstanding members of the Sustainable Packaging Coalition, an industry working group dedicated to a more robust environmental vision for packaging, and the Forest Stewardship Council through their voluntary program for responsible forest management. We are committed to using recycled, renewable, recyclable, compostable and other sustainable materials in our products, which drives our product-oriented sustainability initiatives. Currently, 33% of the products that we sell in the United States are recyclable.

Management team with a strong track record of innovation-driven growth

We have a deep bench of talented managers led by Lance Mitchell, our President and Chief Executive Officer, who has over 35 years of industry experience. Both our CEO and CFO have played a pivotal role in the successful integration of the Reynolds and Hefty businesses. We have continued to assemble a leading team through strategic hires and have expanded our organizational capabilities in new product development. Through the lens of Reyvolution, our management team is focused on their vision for RCP, which includes a culture of innovation, excelling at quality and service, creating products people love and constantly evolving the business. Our management team's key accomplishments include integrating, developing and growing a company with a strong ethics-driven and safety-focused culture while still achieving best-in-class market share and strong financial results. In addition, we attribute our lower than industry standard turnover rates to our collaborative, trustworthy company culture and our unwavering commitment to safety and to our people. Our strong management team is well positioned to effectively manage the business into the future with a depth of talented and dedicated employees already primed to lead the next generation of RCP.

Our Business Strategies

Key elements of our business strategy include:

Champion our categories and grow with our customers

We participate in large consumer categories with strong household penetration. Our combined branded and store brand share is significant in our categories. Our products appeal to consumers of all demographics and have a multitude of usage occasions. Our scale across household aisles and ability to offer trusted branded and store brand products enable us to grow the overall category and has earned us the opportunity to provide category captain level advisor insights at the majority of our retail partners. Our respected and trusted category managers provide our customers with category management expertise, insight and analytics to help them drive consumer traffic and spending. Through marketing and consumer education strategies, both inside the store and out, we expand usage occasions and stimulate consumption. Our new product innovation drives incremental growth within our categories. These factors and our focus on offering a high quality portfolio of branded and store brand products provide tremendous value to our retailers versus our competition.

Continued investment behind our market-leading brand portfolio

We have iconic brands and a proven ability to innovate, which enable us to approach adjacencies strategically and enhance our brand relevance with consumers. We plan to continue our investment in marketing

and advertising to grow the revenues of our product offerings and the categories in which they participate. Our innovative approach to advertising, and early adoption of new channels such as digital, social media and experiential events, have addressed the full range of consumer constituents and resulted in powerful penetration growth, market share growth and increased usage occasions, even in some of our more mature categories. For example, we have worked closely with advertisers to integrate aluminum foil, parchment paper, slow cooker liners and oven bags into recipes, which has resulted in over 40,000 integrated online recipes which offer simplified solutions in the kitchen. Additionally, our successful Hefty advertising campaigns have driven a 5% market share growth in the trash bag category over the last four years. We have a strong competency in measuring, monitoring and improving the efficiency of our marketing spending through internal proprietary analytical techniques. We believe there is a significant opportunity to use our existing brand equity and expand into adjacent categories.

Strengthen presence across distribution channels

In addition to traditional grocery, we believe there is significant opportunity to expand within the club, home improvement, dollar-store and eCommerce channels across our full product portfolio. Building on Hefty's brand dominance in large trash bags, we have provided new consumer insights to the home improvement and club channels, which have generated growth and new distribution. For example, the introduction of the new Hefty Load 'n Carry product in the home improvement channel has energized Hefty's relationships with DIYers and generated significant interest from these retail partners. Additionally, we see opportunity for our Reynolds products in the home improvement and club channels, with recent new customer wins and SKU expansion driving future growth.

eCommerce penetration is expected to increase, due to the convenience of online ordering and subscription delivery, particularly for easy-to-ship household product categories. Given our strong relationship with online retailers, we are well-positioned to compete profitably and gain share in this growing channel. We provide both branded and private brand products through this channel, to address the consumer's need for convenience and value. Furthering our eCommerce strategy, we recently launched a full line of store brand aluminum foil, trash bags and food storage bags as the exclusive supplier to the eCommerce leader. Additionally, most of our products are compatible with the eCommerce channel because they are shelf stable and efficient to transport. The recurring nature of consumer purchase cycles for our products positions us well to capitalize on continued growth of grocery pickup and subscription services.

Finally, given our brand strength, technical expertise and the extensive use of products within our categories around the world, we see opportunities to selectively expand internationally. We currently sell to 54 countries around the world; however, this currently represents a small percentage of our annual revenue. During fiscal year 2018, North America represented 99% of our total sales. We estimate our addressable market outside the United States and Canada to be approximately \$7.3 billion.

Drive growth through new and innovative products

We are an innovation driven company, and through Reyvolution, new product development plays a significant role in our growth strategy. Our innovation capabilities, combined with our investments in consumer-focused market research, will allow us to continue our track record of successful new product launches. We proactively collaborate with our retail partners on customized product innovation. Our product innovation pipeline focuses on use occasions including meals and snacks on-the-go as well as sustainability and the needs of the millennial consumer. Our objective is to generate 20% of our revenue each year from new products introduced within the prior three years. In fiscal year 2018, 21% of our revenue was generated from products that were less than three years old.

More recently, through Hefty, we launched a new Ultra Strong product line that takes advantage of our triple action technology, which Nielsen awarded the 2018 Innovation Award (one of only 25 nationally). Our

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Reynolds KITCHENS Parchment Pop Up Sheets and Presto store brand square-shaped snack bags have been great successes with consumers, providing products better aligned with usage needs than the existing options on the shelf. Furthermore, Hefty sliders storage bags with the Stand & Fill feature, launched in 2019, are preferred over the competition by 73% of consumers.

We have focused much of our innovation efforts around sustainability, and we offer a broad line of products that are better for the planet. We are focusing on products made with recycled, renewable, recyclable and compostable materials. For example, we recently launched 75% Unbleached Compostable Parchment Paper and redesigned our Hefty party cups to reduce the plastic by 10% while maintaining strength.

Systematically improve operational efficiency and reduce cost

We have cultivated a continuous improvement mindset oriented towards cost reduction, productivity improvements and lean manufacturing. We are focused on improving the ways in which we develop and manufacture products with data-driven decision making and robust lean business principles. Deep manufacturing expertise across our portfolio provides us with trade secret manufacturing know-how that delivers technical advantages and a low-cost competitive position. Our scale enables us to purchase inputs efficiently and increases our purchasing flexibility. We have implemented a simplified go-to-market strategy that fully leverages our customer relationships and scale and reduces overhead. We also continue to invest in automating repetitive manual tasks to increase operating efficiency and consistency, while reducing our exposure to labor fluctuations. We use digital capabilities to significantly improve our operational efficiency and effectiveness. We have launched an “intelligent factory program” to establish an integrated, data-driven culture that transforms our operations through digitally-connected people, assets and processes.

Drive shareholder returns through balanced capital allocation

We believe our strong free cash flow enables us to invest in and grow our business organically, reduce our indebtedness and pursue strategic M&A to create value for our stockholders. We also expect to return capital to our stockholders through regular dividend payments. We expect to pay a regular quarterly cash dividend on our common stock of \$ per share beginning in the quarter of fiscal year 20 , subject to declaration by our board of directors. See “Dividend Policy” for additional details.

Our Industry

Waste & Storage Products

The U.S. waste and storage products category generated \$4.3 billion of sales across Nielsen tracked channels in the last 52 weeks ended September 28, 2019. Waste and storage products include branded and store brand trash bags and food storage bags sold through our Hefty and Presto segments. The table below shows overall category size, recent growth and category share of store brand and branded in the waste and storage products category within the United States.

	Category size (\$ million) last 52 weeks ended September 28, 2019	CAGR '16-last 52 weeks ended September 28, 2019	Category share	
			% Store Brand	% Branded
Trash bags	\$ 2,675	0.7%	47%	53%
Food storage bags	\$ 1,638	0.8%	46%	54%

Source: Nielsen xAOC 2016-last 52 weeks ended September 28, 2019.

We have leading market shares across the full suite of our trash and food storage bag products. Hefty trash bags can be found in 59% of all U.S. households. Through our Presto segment, we are the largest supplier of

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store brand food storage bags in the United States with a 57% share of the store brand market. Additionally, we have a 35% share of the overall branded and store brand market. Hefty led the slider bag segment with a 34% share. The table below shows our market share across the waste and storage products category.

	Branded			Total RCP		
	Revenues (\$ million)	% of total category	Rank	Branded and Store Brand (\$ million)	% of total category	Rank
Trash bags	\$ 522	20%	#2	\$ 1,008	38%	#1
Food storage bags	\$ 143	9%	#2	\$ 575	35%	#2

Source: Nielsen xAOC last 52 weeks ended September 28, 2019.

Within the trash bags category there is limited shelf space for multiple brands and significant investment is required to build brand equity with consumers. Our cost competitive manufacturing and effective marketing enable us to succeed in our product categories. In trash bags, consumers are increasingly purchasing bags with added features such as flex, drawstring and various scent choices. We deliver on these consumer trends and the consumer's desire for value and quality with our high performing product portfolio. "Better Bag, Better Value" is our operating philosophy and our competitive advantage.

Within food storage bags, consumers are migrating to higher-count pack sizes while seeking a right-sized bag to avoid waste. Additionally, consumers are trading up from traditional non-reclosable bags to products with more convenient closures such as press-to-close and sliders. Our success in this category is a result of high quality, scale, significant technical know-how and a competitive cost position.

We offer a wide range of sustainable solutions, including compostable bags and products made from plant-based and recycled materials. Our Hefty EnergyBag Program continues to expand, helping communities increase recycling rates and unlock the value of hard-to-recycle plastics by converting them into useful resources such as energy, fuel or durable building materials.

Cooking Products

Cooking products includes branded and store brand aluminum foil, aluminum bakeware and convenience cooking products, primarily sold through our Reynolds Cooking & Baking segment. Within the convenience cooking category, we sell parchment paper, slow cooker liners, oven bags, wax paper, freezer paper and baking cups. The overall cooking products category generated approximately \$1.1 billion of sales in the U.S. across Nielsen tracked channels in the last 52 weeks ended September 28, 2019. The table below shows overall category size, recent growth and category share of store brand and branded in the cooking products category within the United States.

	Category size (\$ million) last 52 weeks ended September 28, 2019	CAGR '16-last 52 weeks ended September 28, 2019	Category share	
			% Store Brand	% Branded
Foil (excl. foodservice)	\$ 809	1.6%	35%	65%
Convenience cooking	\$ 264	4.2%	28%	72%

Source: Nielsen xAOC 2016 – last 52 weeks ended September 28, 2019.

We have leading market shares in the U.S. across the cooking products category. Reynolds Wrap is the largest brand within the U.S. foil market and is nearly 50 times the size of all other foil brands combined. It is a renowned cooking aide, found in 82% of U.S. households according to a 1Q Panel survey fielded in July 2019. We have a leadership position within virtually all of our convenience cooking subcategories including a 93%

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share in branded oven bags, an 83% share in slow cooker liners, a 94% share in freezer paper and a 60% share in wax paper. Additionally, we compete on a limited basis in the growing \$612 million bakeware category where we expect meaningful opportunities to grow. The table below shows our market share across the cooking products category.

	Branded			Total RCP		
	Revenues (\$ million)	% of total category	Rank	Branded and Store Brand (\$ million)	% of total category	Rank
Foil (excl. foodservice)	\$ 515	64%	#1	\$ 564	70%	#1
Convenience cooking	\$ 144	55%	#1	\$ 156	59%	#1

Source: Nielsen xAOC last 52 weeks ended September 28, 2019.

We solve key kitchen pain points for consumers by enabling speed and ease, eliminating mess, and enhancing the quality of meals. We foster a love for cooking by serving as a trusted “kitchen assistant”, which gives consumers confidence in the kitchen. Consumers are gravitating towards meals with simple ingredients and this trend aligns well with foil usage in single sheet pan meals and foil pouch cooking. Many consumers, including millennials, are avid grillers and desire high quality foil products that can withstand heat and enhance their cooking. Aluminum foil is infinitely recyclable and is supported as a green material. We have introduced Reynolds Wrap 100% Recycled Foil to meet consumers’ growing demand for sustainable products. We have approximately 80 new product ideas in the pipeline to further capitalize on this and other emerging consumer needs and preferences.

Tableware

Our Tableware products include branded and store brand disposable plates, cups, bowls, platters and cutlery. The disposable tableware category generated \$4.5 billion of sales in the U.S. across Nielsen tracked channels in the last 52 weeks ended September 28, 2019 across disposable dishes, cups and cutlery. Within this group, we have leading market shares in plastic cups and foam dishes, which together accounted for \$1.3 billion of sales in this category in the last 52 weeks ended September 28, 2019. We have significant space to grow in this category, and our strong brand equity in foam plates and plastic cups positions us well to grow in other category adjacencies by leveraging our customer relationships and innovation, as demonstrated by our recent launches of hot cup and compostable molded fiber products. The table below shows overall category size, recent growth and category share of store brand and branded in the tableware products category within the United States.

	Category size (\$ million) last 52 weeks ended September 28, 2019	CAGR '16-last 52 weeks ended September 28, 2019	Category share	
			% Store Brand	% Branded
Disposable dishes	\$ 2,987	3.5%	59%	41%
<i>Foam dishes</i>	\$ 741	(0.4%)	55%	45%
Disposable cups	\$ 963	(0.2%)	60%	40%
<i>Plastic cups</i>	\$ 595	(0.2%)	68%	32%
<i>Party cups</i>	\$ 334	0.3%	63%	37%

Source: Nielsen xAOC 2016 last 52 weeks ended September 28, 2019.

The Hefty Party Cup was the #1 branded party cup in America with 22% market share, driven both by the iconic red party cup as well as our seasonal color cups for summer and holiday entertaining. Within this category, everyday occasions account for the largest percentage of disposable tableware use as time-starved consumers seek to alleviate the daily stress of washing the dishes, while sharing meals with friends and family, at home or

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on-the-go. Consumer satisfaction among heavy users of our products is very high. In addition to our strong Hefty branded portfolio we also collaborate with our customers as a full service store brand supplier across the disposable tableware aisle. The table below shows our market share across the tableware category.

	Branded			Total RCP		
	Revenues (\$ million)	% of total category	Rank	Branded and Store Brand (\$ million)	% of total category	Rank
Disposable dishes	\$ 326	11%	#2	\$ 529	18%	#3
<i>Foam dishes</i>	\$ 322	43%	#1	\$ 525	71%	#1
Disposable cups	\$ 83	9%	#3	\$ 296	31%	#2
<i>Plastic cups</i>	\$ 79	13%	#2	\$ 291	49%	#1
<i>Party cups</i>	\$ 73	22%	#1	\$ 163	49%	#1

Source: Nielsen xAOC last 52 weeks ended September 28, 2019.

Our ability to compete across both branded and store brand products allows us to grow with the category and deliver a differentiated suite of category management insights, product development leadership and innovation to our customers. We continue to see opportunities for growth within tableware by expanding penetration of existing channels and capitalizing on our strong brand equity to expand into adjacent growth categories, such as hot cups, compostable molded fiber dishes and Elegantware® tableware for home entertainment.

Our product innovation pipeline focuses on usage occasions, including meals and snacks on-the-go, as well as the needs of the millennial consumer. We offer eco-friendly options across our portfolio, such as our compostable Hefty paper plates and our plastic cups made with 30% post-consumer recycled PET. We have redesigned cups to decrease the amount of material by 10% in each cup while maintaining functionality and are expanding our offering of renewable and compostable products as part of our broader sustainability initiatives.

Sustainability

We are committed to corporate responsibility and strive to maintain strong and transparent environmental, social and governance practices. Our sustainability efforts are led by a sustainability committee, which is comprised of a cross functional group of employees who receive senior-level input. This committee is responsible for promoting RCP initiatives across segments and engaging with our employee base. We strive to bring the best sustainability solutions to our customers by partnering with them to support their initiatives through our innovative portfolio of products, industry-leading insights, and state-of-the-art manufacturing facilities. RCP has a comprehensive approach to sustainability that is focused on the following three key areas.

Product Portfolio

We offer sustainable and eco-friendly products across our portfolio. We are focused on sustainable innovation and offer a broad line of eco-friendly products made with recycled, renewable and compostable materials. We have launched several eco-friendly products including recycled aluminum foil and unbleached compostable parchment paper, compostable tableware, and plant-based resin food storage bags. We continue to devote resources towards sustainability research and believe this will allow us to stay on the cutting edge. For example, we have found ways to expand aluminum scrap utilization and have developed unique foam alternatives. In addition, through operational initiatives, we reduced the amount of plastic in each Hefty party cup by 10%, saving 2.7 million pounds of plastic annually while maintaining product strength and quality. Furthermore, our products provide efficient food storage solutions that preserve leftovers and reduce food waste.

Supply Chain

We have developed an end-to-end approach to reduce our carbon footprint and support increased use of renewable and recycled materials across our supply chain. Our sustainable supply chain strategy is centered on the utilization of better materials through proprietary development, better product design, efficient shipments of products and continuous process improvement. Through our Reyvolution program we have developed projects focused on using recycled aluminum in our Hot Springs, Arkansas aluminum casting facility. We have also developed plant and office initiatives focused on material recycling, collection and after-life usage of, for example, oil, metal, corrugate and resin. Additionally, we have long-standing programs focused on energy efficiency, emission reduction, waste water management and landfill minimization. For instance, we have recently invested heavily in air compressor energy efficiency and LED lighting. We were one of the first to switch to more compact packaging from cut-and-fold to bag-on-a-roll technology, which reduced packaging materials by 45%, decreased shipping cube per order by 30% and increased shelf display capacity by 25%. We also partner with key suppliers to identify renewable and recyclable materials, develop sustainable capabilities, and identify end markets that facilitate the recycling process overall. We work with our suppliers to develop closed loop resin recycling paths and with municipalities to increase recycling.

Communities

We seek to promote sustainable communities through our products. We encourage employees to identify sustainable solutions, support community outreach especially in the communities near our facilities, lead by example and educate themselves and others about sustainability overall. Our efforts to expand these programs are focused on adding communities to the program and developing demand for post-consumer recycled plastics. We also continue to expand our Hefty EnergyBag Program which now serves over 500,000 households, turning hard to recycle plastics into useful items such as AgFuel, railroad ties and park benches.

We are also proud members of the Sustainable Packaging Coalition, an industry working group dedicated to a more robust environmental vision for packaging. We have included the How2Recycle labelling on our packaging since 2016, which helps encourage recycling behavior of consumers through clear, concise labelling. We also support the Forest Stewardship Council ("FSC") by participating in their voluntary program for responsible forest management. The FSC is supported by the World Wildlife Fund, the Sierra Club, Greenpeace, the Resources Defense Council and the National Wildlife Federation. We have the FSC certification on all of our parchment items, as well as wax paper sandwich bags.

Customers

Our customer base includes leading grocery stores, mass merchants, warehouse clubs, discount chains, dollar stores, drug stores, home improvement stores, military outlets and eCommerce retailers. We sell both branded and store brand products across our customer base. We generally sell our branded products pursuant to informal trading policies and our store brand products under one year or multi-year agreements. Sales to our top ten customers accounted for 69%, 68% and 67% of our total revenue in fiscal years 2018, 2017 and 2016, respectively. Walmart accounted for 28%, 27% and 26% and Sam's Club accounted for 12%, 12% and 12% of our total revenue in fiscal years 2018, 2017 and 2016, respectively. Sales to Walmart are concentrated more heavily in our Hefty Waste & Storage segment, and sales to Sam's Club are concentrated more heavily in our Tableware segment.

During fiscal year 2018, North America and the United States represented 99% and 98% of our total sales, respectively.

Sales, Category Management and Marketing

Through our sales and marketing organization, we are able to manage our relationships with customers at the national, regional and local levels, depending on their needs. We believe that our dedicated sales representatives, category management teams and our participation in both branded and store brand products create a significant competitive advantage.

Sales

We have a direct sales force organized by customer type, including national accounts, regional accounts and eCommerce. Our sales force is responsible for sales across each of our segments and our portfolio of branded and store brand products. We have a best-in-class sales organization comprised of approximately 100 experienced professionals who are committed to providing exceptional service to our customers. We take pride in the average tenure of our sales force of over 10 years at RCP, low turnover rate, relevant industry experience and data-driven sales process. We complement our internal sales platform by selectively utilizing third-party brokers for certain products and customers. In addition to sales professionals, each of our top 20 customers has a dedicated customer support team, including customer service representatives, category management teams and a logistics and transportation team.

Category Management

We provide our customers with category management expertise across household aisles, including merchandising, assortment, pricing, promotion strategies, points of distribution and on-shelf placement, supported by market intelligence and consumer-focused insights. Category managers act as advisors to customers, providing support to retailers on overall SKU strategy and brand/product selection. We implemented this strategy upon creation of the combined Reynolds Consumer Products business in 2010 and have since achieved this premier category captain level advisor position at 29 retailers. These 29 retailers represent 73% of ACV across total U.S. retailers (xAOC), as defined by Nielsen. We believe this value-added service differentiates us from our competitors and strengthens our customer relationships. In addition, this service lends us credibility as an unbiased advisor to customers and leverages our focus on category growth. Today we have 23 category managers serving all of our customers.

Marketing

Each of our segments has its own marketing team, focused on growth through product development, innovation, promotion, pricing and advertising. We apply our marketing expertise to both our brands and store brand products. We engage with consumers across nearly every marketing channel, including experiential, social media platforms, sports marketing and public relations in addition to traditional media advertising. Our marketing teams also lead insightful consumer market research, which fuels our innovation process. We have an in-house visual branding team that executes rapid graphics changes across both our branded and store brand products. These in-house capabilities allow us to serve our customers better and bring new products to market more efficiently.

New Product Development

In fiscal year 2018, we generated 21% of our revenue from new products that were launched in the prior three years. Our new product development is an integrated, continual process, with collaboration across teams, including research and development, marketing, category management and engineering. Through our investments, we have generated increased revenue and a portfolio of intellectual property assets including approximately 750 patents globally. Research and development costs were \$29 million, \$27 million and \$30 million for the fiscal years 2018, 2017 and 2016, respectively. Our new product development process is

customer centric and profit-driven. Our new product development team leverages extensive work and data from our marketing team. We believe that innovation should be centered on consumer needs and wants, identified through extensive market research and testing. Our continuous reinvention of our core products, development of new products, expansion into adjacent categories and consistent collaboration and partnership with our customers enable us to remain a leader in our categories.

Competition

The U.S. household consumer products market is mature and highly competitive. Our competitive set consists of consumer products companies, including large and well-established multinational companies as well as smaller regional and local companies. These competitors include The Clorox Company, S.C. Johnson & Sons, Inc., Poly-America, Handi-Foil Corporation, Republic Plastics, Ltd., Trinidad Benham Corporation, Intoplast Group, Ltd. and Dart Container Corporation. Within each product category, most of our products compete with other widely advertised brands and store brand products.

Competition in our categories is based on a number of factors including price, quality and brand recognition. We benefit from the strength of our brands, a differentiated portfolio of quality branded and store brand products, as well as significant capital investment in our manufacturing facilities. We believe the strong recognition of the Reynolds brand and Hefty brand among U.S. consumers gives us a competitive advantage. In addition, our largest customers choose us for our customer service, category management services and commitment to “Made in the U.S.A.” products.

Seasonality

Portions of our business are moderately seasonal. Overall, our strongest sales are in our fourth quarter and our weakest sales are in our first quarter. This is driven by higher levels of sales of cooking products around major U.S. holidays in our fourth quarter, primarily due to the holiday use of Reynolds Wrap, Reynolds Oven Bags and Reynolds Parchment Paper. Our tableware products generally have higher sales in the second quarter of the year, primarily due to outdoor summertime use of disposable plates, cups and bowls.

Manufacturing and Distribution

We have demonstrated manufacturing expertise in casting, spooling, converting, resin extrusion, injection molding, machining, joining and thermoforming. We operate 16 manufacturing facilities strategically located across the United States and one manufacturing facility located in Canada. This allows us to optimize distribution and minimize lead times and freight costs. Virtually all of our manufacturing plants are dedicated to one of our segments. We are the only integrated aluminum foil manufacturer in North America, processing aluminum from ingot to the finished good. Our manufacturing processes in cooking and waste and storage products are also vertically integrated from resin pellets to the finished goods. We utilize third party manufacturers for certain products for which we do not have in-house manufacturing expertise. We also maximize our manufacturing facilities by contracting out excess capacity, for example by selling rolled aluminum from our Malvern facility to third parties.

We utilize two routes of distribution to deliver our products to our customers. In many cases, we ship directly from our warehouses to the customer distribution center. Given the breadth of our product offerings, we are also able to optimize truckloads and reduce inventory for our retail partners by shipping trucks from third-party mixing centers filled with SKUs across all of our product categories. Approximately 60% of all orders are delivered from a mixing center and our remaining orders are shipped directly from our manufacturing facilities.

Raw Materials and Suppliers

We have a diverse supplier base, and are not reliant on any single supplier for our primary raw materials, including polyethylene, polystyrene and aluminum. In fiscal year 2018, the total value of raw materials we consumed was \$1,489 million and represented 64% of our total cost of sales, excluding depreciation and amortization. Plastic resins accounted for 39% of raw material costs for the year, while aluminum and other metal-related components collectively accounted for 29%. We also purchase raw material additives, secondary packaging materials and finished products for resale. We source a significant majority of our resin requirements from domestic suppliers. We have a track record of actively managing and/or successfully passing along to customers raw material price fluctuations. We also enter into hedging agreements at the request of certain customers who want to mitigate the risk of changes in raw material costs in their product pricing.

Centralized purchasing enables us to leverage the global purchasing power of our operations and reduces our dependence on any one supplier. We generally have one to two year contracts with resin suppliers and multi-year contracts with aluminum suppliers, which have historically provided us with a steady supply of raw materials. In certain instances, we purchase selected finished goods from third-party suppliers to supplement capacity and source specialty items. We have not historically experienced any significant interruptions of key raw material supplies.

Product Quality Management

Our segments each maintain end-to-end quality procedures through strong corporate leadership, comprehensive integrated quality controls across manufacturing operations, collaboration with suppliers and contract manufacturers, analytical capabilities and physical property testing. We have continuous improvement programs focused on cost reduction, productivity enhancements and improving product quality. Our store brand products are subject to the same degree of quality control as our branded products and many have “national brand equivalent” certification from third parties. Ensuring product quality is essential to brand equity and consumer trust. We use a six sigma methodology to measure the quality of our products, as well as receiving customer feedback through in home tests, interviews and complaint monitoring. Our commitment to quality has driven reductions in year-over-year consumer complaint rates across all of our segments, including a 38% reduction in Reynolds Wrap and store brand aluminum foil, an 18% reduction in our ALCAN aluminum foil, a 49% reduction in our bakeware products and a 35% reduction in Hefty party cups.

Furthermore, our manufacturing operations are designed to achieve the highest degree of product safety through disciplined control of primary materials and retail traceability of products. Supplier controls that are in place throughout our facilities aim to ensure product and process controls, a safe and healthy work environment, environmental compliance and product safety. We review our facilities at least annually for full compliance, and appropriate remediation procedures are taken if necessary. Our high workforce engagement and industry leading safety rates at plants reflect our commitment to the safety and well-being of our employees. Safety is a top priority in all aspects of our business, and we continue to make steady improvements in safety metrics. For instance, we had an Occupational Health and Safety Administration Recordable Incident Rate of under 1.00 for the last three years (as compared to an industry average of 3.5), with a 20% improvement from prior years.

Intellectual Property

We have a significant number of registered patents and registered trademarks, including Reynolds and Hefty, as well as several copyrights, which, along with our trade secrets and manufacturing know-how, help support our ability to add value within the market and sustain our competitive advantages. We have invested a considerable amount of resources in developing proprietary products and manufacturing capabilities, and we employ various methods, including confidentiality and non-disclosure agreements with third parties, employees and consultants, to protect our intellectual property. While in the aggregate our patents are of material importance to us, we believe that we are not dependent upon any single patent or group of patents.

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Other than licenses for commercially available software, we do not believe that any of our licenses from third parties are material to us taken as a whole. We do not believe that any of our licenses to intellectual property rights granted to third parties are material to us taken as a whole.

Employees

As of September 30, 2019, we employed approximately 5,000 people located primarily in our U.S. and Canada manufacturing facilities. Approximately 24% of our employees are covered by collective labor agreements. We have not experienced any significant union-related work stoppages over the last ten years. We believe our relationships with our employees and labor unions are satisfactory.

Information Systems

We utilize predominantly commonplace commercially available third-party technology and systems to support our operations, including for financial reporting, inventory management, customer and supply chain management and category management.

A single enterprise resource planning (“ERP”) ecosystem is used by all of our facilities for operations, procurement, receiving, warehousing, inventory management and order processing. Our ERP environment provides us with the ability to transact with customers and vendors in real time, optimize manufacturing in support of our demand signals and order cycles, efficiently process orders and shipments and manage inventory. We also use targeted information technology systems and analytics to support business intelligence and processes across our sales channels, including in relation to trade management, industry trends, demand forecasting and segment planning and reporting.

We continue to innovate and invest in information systems and technology to enhance the customer experience, drive sales and create operating efficiencies. Over the last five years, we have consolidated acquired facilities into our common ERP landscape, and added modern analysis systems that provide us additional functionality and scalability in order to better support operational and financial decision-making, using the latest data management technology. These investments also include a specific focus on in-plant real-time analysis in support of differentiated operational efficiency and production quality. We believe our existing systems are scalable to support future growth.

Principal Properties

Our corporate headquarters are located in Lake Forest, Illinois. In addition, our production and distribution network consists of 16 manufacturing facilities in the United States and one manufacturing facility in Canada, which are used to produce the products sold in all four of our business segments. The following table sets forth the location, use, size, whether owned or leased and lease expiration date, if applicable, of our principal properties:

Location	Use	Square Footage	Owned / Lease Expiration
1900 W. Field Court, Lake Forest, Illinois	Headquarters	70,400	December 31, 2029
6500 Tomken Road, Mississauga, Ontario	Manufacturing and Warehouse	67,757	June 28, 2029
1333 Highway 270, Malvern, Arkansas	Manufacturing	307,627	Owned
1000 Diamond Avenue, Red Bluff, California	Manufacturing and Warehouse	260,551	Owned

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<u>Location</u>	<u>Use</u>	<u>Square Footage</u>	<u>Owned / Lease Expiration</u>
2226 East Morton Avenue, Jacksonville, Illinois	Warehouse	319,506	Owned
2226 East Morton Avenue, Jacksonville, Illinois	Manufacturing	355,000	Owned
500 East Superior Avenue, Jacksonville, Illinois	Manufacturing	490,000	Owned
777 Wheeling Road, Wheeling, Illinois	Manufacturing and Warehouse	460,336	Owned
3041 Wilson Avenue, Louisville, Kentucky	Warehouse	307,250	January 31, 2023
2827 Hale Road, Louisville, Kentucky	Manufacturing	650,000	Owned
14201 Meacham Farm Drive, Huntersville, North Carolina	Warehouse and Manufacturing	582,980	November 30, 2027
63 Green Mountain Road, Hazelton, Pennsylvania	Warehouse	205,622	June 30, 2022
31 Progress Avenue, Tamaqua, Pennsylvania	Manufacturing	110,000	Owned
2625 Beltline Road, Carrollton, Texas	Manufacturing and Warehouse	410,000	December 31, 2021
3000 Pegasus Drive, Temple, Texas	Manufacturing	239,072	Owned
2412 Wilsonart Drive, Temple, Texas	Warehouse	250,000	March 31, 2023
1110 East 200 Street, Lewiston, Utah	Manufacturing and Warehouse	182,200	Owned
2001 Reymet Road, Richmond, Virginia	Manufacturing	470,000	Owned
2225 Philpott Road, South Boston, Virginia	Manufacturing and Warehouse	252,000	Owned
670 North Perkins Street, Appleton, Wisconsin	Manufacturing	465,337	Owned
1919 West College Avenue, Appleton, Wisconsin	Warehouse	152,000	February 1, 2030
1999 Royalton Street, Waupaca, Wisconsin	Manufacturing	45,000	Owned
204 East Third Avenue, Weyauwega, Wisconsin	Manufacturing and Warehouse	178,850	Owned

We believe that all of our properties are in good operating condition and are suitable to adequately meet our current needs.

Regulatory

As many of our products are used in food packaging, our business is subject to regulations governing products that may contact food in all the countries in which we have operations. Future regulatory and legislative change can affect the economics of our business activities, lead to changes in operating practices, affect our customers and influence the demand for and the cost of providing products and services to our customers. We have implemented compliance programs and procedures designed to achieve compliance with applicable laws and regulations, and believe these programs and procedures are generally effective. However, because of the complexity of these laws and regulations and the multinational scope of our business, compliance cannot be guaranteed.

We are subject to various national, state, local, foreign and international environmental, health and safety laws, regulations and permits. Among other things, these requirements regulate the emission or discharge of materials into the environment, govern the use, storage, treatment, disposal and management of hazardous substances and wastes, protect the health and safety of our employees, regulate the materials used in and the recycling of our products and impose liability, which can be strict, joint and several, for the costs of investigating and remediating, and damages resulting from, present and past releases of hazardous substances related to our current and former sites, as well as at third party sites where we or our predecessors have sent hazardous waste for disposal. Many of our manufacturing facilities require environmental permits, such as those limiting air emissions. Compliance with these permits can require capital investment and, in some cases, could limit production.

In addition, a number of governmental authorities, both in the United States and abroad, have considered, and are expected to consider, legislation aimed at reducing the amount of plastic waste. Programs have included banning certain types of products, mandating certain rates of recycling and/or the use of recycled materials, imposing deposits or taxes on plastic bags and packaging material and requiring retailers or manufacturers to take back packaging used for their products.

Moreover, as environmental issues, such as climate change, have become more prevalent, governments have responded, and are expected to continue to respond, with increased legislation and regulation, which could negatively affect us. For example, the United States Congress has in the past considered legislation to reduce emissions of greenhouse gases. In addition, the Environmental Protection Agency is regulating certain greenhouse gas emissions under existing laws such as the Clean Air Act. A number of states and local governments in the United States have also announced their intentions to implement their own programs to reduce greenhouse gases. These initiatives may cause us to incur additional direct costs in complying with any new environmental legislation or regulations, such as costs to upgrade or replace equipment, as well as increased indirect costs that could get passed through to us resulting from our suppliers and customers also incurring additional compliance costs.

Legal Proceedings

From time to time, we are a party to various claims, charges and litigation matters arising in the ordinary course of business. Management and legal counsel regularly review the probable outcome of such proceedings. We have established reserves for legal matters that are probable and estimable, and at September 30, 2019 and December 31, 2018 and 2017, these reserves were not significant. While we cannot feasibly predict the outcome of these matters with certainty, we believe, based on examination of these matters, experience to date and discussions with counsel, that the ultimate liability, individually or in the aggregate, will not have a material adverse effect on our business, financial position, results of operations or cash flows.

MANAGEMENT

Executive Officers and Directors

The following table presents the names of the current executive officers, directors and director nominees.

<u>Name</u>	<u>Age</u>	<u>Position</u>
<i>Executive Officers</i>		
Lance Mitchell	60	President and Chief Executive Officer
Michael Graham	57	Chief Financial Officer
Francis Arseneault	43	President, Hefty Waste & Storage
Stephan Pace	57	President, Walmart/Sam's and eCommerce
Craig Cappel	48	President, Reynolds Cooking & Baking
Rachel Bishop	45	President, Hefty Tableware
Judith Buckner	50	President, Presto Products
<i>Directors</i>		
Lance Mitchell	60	Director
Gregory Cole	56	Director
Thomas Degnan	71	Director
Helen Golding	57	Director
Marla Gottschalk	59	Director Nominee
Richard Noll	62	Director Nominee and Chairman of the Board of Directors

Executive Officers

Lance Mitchell (Class III Director)

Mr. Mitchell has served as RCP's President and Chief Executive Officer since 2011 and as a member of RCP's board of directors since October 2019. From 2006 to 2011, Mr. Mitchell served as President of Closure Systems International (part of RGHL Group since 2008). Mr. Mitchell worked at Owens Corning Fiberglas Corporation from 1981 to 1986 in a variety of sales and marketing positions and from 1986 to 2005 he served in a variety of management positions at Avery Dennison Corporation, BF Goodrich, The Geon Company and PolyOne Corporation. Mr. Mitchell received a B.S. in Business from Bowling Green State University. Mr. Mitchell was selected to serve on our board of directors because of the perspective, management, leadership experience and operational expertise in our business that he has developed as our Chief Executive Officer.

Michael Graham

Mr. Graham has served as RCP's Chief Financial Officer since 2016. Mr. Graham joined RCP after serving as the CFO of Graham Packaging (part of RGHL Group) from 2011 to 2016. Prior to joining Graham Packaging, Mr. Graham led and managed several merger and integration activities for RGHL and served as CFO of Reynolds Packaging from 2008 to 2010, collaboratively leading the integration of Reynolds Packaging into RGHL. Mr. Graham served as Group Controller and CFO of Alcoa's Flat Rolled & Extruded Aluminum Group from 2004 to 2007. From 1986 to 2003 Mr. Graham served in a variety of management positions at Honeywell International Inc. and AlliedSignal, Avaya Communications and General Mills, Inc. Mr. Graham received a B.A. in Finance from Howard University.

Francis Arseneault

Mr. Arseneault has served as RCP's President of Hefty Waste & Storage since 2019. Prior to this role, he served as President of Presto Products from 2014 to 2019. Mr. Arseneault's previous experience includes roles of

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increasing responsibility in sales and marketing in the Canadian division of Alcoa Reynolds from 2001 to 2004 and from 2006 to 2010, and as General Manager of RCP's international business from 2010 until joining Presto Products in 2014. Mr. Arseneault received a B.Sc. in Marketing and International Business from the HEC Montreal business school of the University of Montreal.

Stephan Pace

Mr. Pace has served as RCP's President of Walmart/Sam's and eCommerce since 2015. Prior to this role, Mr. Pace served as RCP's Chief Customer Officer and Senior Vice President of Sales beginning in 2010. He served as Vice President of Sales for Pactiv's Consumer Products Division prior to RGHL's acquisition of Pactiv in 2010. Mr. Pace joined Pactiv in 2001 and held several senior management positions. Prior to joining Pactiv, he served in a variety of sales and marketing roles at Unilever plc and Procter & Gamble Company. Mr. Pace received a B.A. in Economics from Wesleyan University. He serves on the Board of Advisors for Tierra Nueva Fine Cocoa, d/b/a The Whole Coffee Company.

Craig Cappel

Mr. Cappel has served as RCP's President of Reynolds Cooking & Baking since 2018. From 2015 to 2018, he served as President of Hefty Tableware. From 2013 to 2015, Mr. Cappel served as the Chief Procurement and Technology Officer for RGHL Group, leading global sourcing and technology across multiple businesses. From 1997 to 2013, Mr. Cappel was with Pactiv as Vice President of Business Development and Innovation and various other leadership roles across innovation, engineering technology, new business development and business management. From 1994 to 1997, he served as an engineer at TE Connectivity, Ltd. (formerly Amp Incorporated). Mr. Cappel received a B.S. from the College of Engineering Technology at the Rochester Institute of Technology and an M.S. in Product Design and Development Management from Northwestern University.

Rachel Bishop

Ms. Bishop has served as RCP's President of Hefty Tableware since 2019. Prior to joining RCP, she served as Chief Strategy Officer from 2014 to 2017 and President, Snacks from 2017 to 2019 at TreeHouse Foods, Inc. Ms. Bishop was at The Walgreen Company from 2009 to 2014 where she most recently served as Group Vice President of Retail Strategy. From 2001 to 2009, Ms. Bishop was at McKinsey & Company, where she worked with consumer businesses on a broad range of sales, marketing, and operational topics with a focus on growth strategy development and implementation. Ms. Bishop earned a Ph.D in Materials Science and Engineering with a minor in Technology Management from Northwestern University. She holds B.S. degrees in Materials Science and Engineering and in Geophysics from Brown University.

Judith Buckner

Ms. Buckner has served as RCP's President of Presto Products since 2019. She previously served as Senior Vice President, Business Transformation of RCP from 2017 to 2019. Ms. Buckner first joined RCP in 2000 as an Engineering Manager and has held various other leadership roles including Director of Manufacturing, Plant Manager, Director of Engineering and New Product Development and Vice President of Operations and Engineering. Her prior experience includes various engineering and leadership roles in product development and operations at Hoechst-Celanese/Invista from 1991 to 2000. Ms. Buckner earned a B.S. in Chemical Engineering from Purdue University.

Directors and Director Nominees (who are not Executive Officers)

Gregory Cole (Class II Director)

Mr. Cole has been a member of RCP's board of directors since October 2019. He has served as a senior executive of Rank Group since 2004. From 1994 to 2004, Mr. Cole was a partner with Deloitte Touche

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Tohmatsu, which he joined in 1986. Mr. Cole is currently a director of RGHL, where he serves as the Chairman of its audit committee, Rank Group and other entities owned by Mr. Graeme Hart. Mr. Cole received a Bachelor of Commerce from the University of Auckland. Mr. Cole was selected to serve on our board of directors because of his current experience in our industry and extensive finance and board experience.

Thomas Degnan (Class I Director)

Mr. Degnan has been a member of RCP's board of directors since October 2019. He has served as a director and the Chief Executive Officer of RGHL since 2007. Mr. Degnan previously served as the President and Chief Executive Officer of UCI International LLC from 2012 to 2016. Mr. Degnan serves as a director of other entities owned by Mr. Graeme Hart. Mr. Degnan received a B.A. from Loyola University of Chicago. Mr. Degnan was selected to serve on our board of directors because of his current experience in our industry and extensive management and board experience.

Helen Golding (Class I Director)

Ms. Golding has been a member of RCP's board of directors since October 2019. She has served as Group Legal Counsel of Rank Group since 2006. Ms. Golding joined Rank Group from Burns, Philp & Company Pty Limited where she served as Company Secretary and Group Legal Counsel from 1998 to 2006. Prior to that, she was a private practitioner in a Sydney-based law firm. Ms. Golding is currently a director of RGHL, where she serves as a member of its audit committee, Rank Group and other entities owned by Mr. Graeme Hart. Ms. Golding received a Bachelor of Economics and Master of Laws from the University of Sydney. Ms. Golding was selected to serve on our board of directors because of her current experience in our industry and extensive legal and board experience.

Marla Gottschalk (Class III Director)

Ms. Gottschalk is expected to join our board of directors upon the listing of our shares of common stock on Nasdaq. Ms. Gottschalk previously served as the Chief Executive Officer of The Pampered Chef Ltd. from 2006 to 2013 and as Chief Operating Officer from 2003 to 2006. Ms. Gottschalk joined Pampered Chef from Kraft Foods, Inc., where she worked for 14 years in various management positions, including as Senior Vice President of Financial Planning and Investor Relations for Kraft, Executive Vice President and General Manager of Post Cereal Division and Vice President of Marketing and Strategy of the Kraft Cheese Division. Ms. Gottschalk is currently a member of the board of directors of Potbelly Corporation and Big Lots, Inc., where she serves as the chair of their audit committees and as a member of their compensation committees. She also serves as a strategic board advisor for Ocean Spray Cranberries, Inc. and as a member of the board of directors of Underwriters Laboratories. Ms. Gottschalk previously served as a director of GATX Corporation from 2006 to 2008 and as a director of Visteon Corporation from 2003 to 2006. Ms. Gottschalk received a B.S. in Business from Indiana University and an M.S. in Management Studies from the J.L. Kellogg Graduate School of Management. Ms. Gottschalk served as a member of the Kelly School of Business Dean's Advisory Council and a member of the Academy of Alumni Fellows. Ms. Gottschalk was selected to serve on our board of directors because of her significant service on public company boards and board committees and her valuable knowledge and experience in our industry.

Richard Noll (Class III Director)

Mr. Noll is expected to join and serve as chairman of our board of directors upon the listing of our shares of common stock on Nasdaq. Mr. Noll served as Chairman of the Board of Directors of Hanesbrands Inc. from 2009 to 2019, as Executive Chairman from 2016 to 2017 and Chief Executive Officer from 2006 to 2016. Mr. Noll joined Hanesbrands Inc. from Sara Lee Corporation where he worked for 14 years in various management positions, including President and Chief Operating Officer of Branded Apparel and Chief Executive Officer and Chief Operating Officer of Sara Lee Bakery Group, and led the turnarounds of several Sara Lee Corporation

bakery and apparel businesses. Mr. Noll is currently a member of the board of directors of Carter’s Inc., where he serves as a member of its compensation committee. Mr. Noll previously served as a director of Fresh Market Inc. from 2011 to 2016. Mr. Noll received a B.A. in Business Administration from Pennsylvania State University and an M.B.A. from Carnegie Mellon University. Mr. Noll was selected to serve on our board of directors because of his experience as a public company director and significant management experience.

Board Structure

Upon closing of this offering, our board of directors will consist of six members.

In connection with this offering, we will enter into a stockholders agreement with PFL. Among other things, the stockholders agreement will provide PFL with the right to nominate a certain number of directors so long as the Hart Entities beneficially own at least 10% of the outstanding shares of our common stock. See “Certain Relationships and Related Party Transactions—Stockholders Agreement”.

Our board of directors will be divided into three classes serving staggered three-year terms, as set forth in our amended and restated certificate of incorporation and our amended and restated bylaws. Class I, Class II and Class III directors will serve until our annual meetings of stockholders in _____, _____ and _____, respectively. At each annual meeting of stockholders, directors will be elected to succeed the class of directors whose terms have expired. This classification of our board of directors could have the effect of increasing the length of time necessary to change the composition of a majority of the board of directors. In general, at least two annual meetings of stockholders will be necessary for stockholders to effect a change in a majority of the members of the board of directors.

Director Independence

We are a “controlled company” under the rules of Nasdaq. As a result, we qualify for exemptions from, and have elected not to comply with, certain corporate governance requirements under the rules, including the requirements that within one year of the closing of this offering we have a board that is composed of a majority of “independent directors,” as defined under the rules, and a compensation, nominating and corporate governance committee that are composed entirely of independent directors. Even though we are a controlled company, we are required to comply with the rules of the SEC and Nasdaq relating to the membership, qualifications and operations of the audit committee, as disclosed below.

The rules of Nasdaq define a “controlled company” as a company of which more than 50% of the voting power for the election of directors is held by an individual, a group or another company. Upon closing of this offering, PFL will own, and control the voting power of, _____ shares of our common stock, representing _____ % of the total outstanding shares of common stock (or approximately _____ % if the underwriters exercise their option to purchase additional shares of common stock in full). Through its control of shares of common stock representing a majority of the votes entitled to be cast in the election of directors, PFL will control the vote to elect all of our directors. Accordingly, we will qualify as a “controlled company” and will be able to rely on the controlled company exemption from the director independence requirements of Nasdaq relating to the board of directors and the compensation, nominating and corporate governance committee. If we cease to be a controlled company and the common stock continues to be listed on Nasdaq, we will be required to comply with these requirements by the date our status as a controlled company changes or within specified transition periods applicable to certain provisions, as the case may be.

Our board of directors has determined that Ms. Marla Gottschalk and Mr. Richard Noll are independent directors under Nasdaq rules.

Role of Board of Directors in Risk Oversight

Our Chief Executive Officer, other executive officers and other members of our management team regularly report to the non-executive directors and the audit committee to discuss any financial, legal, cybersecurity or regulatory risks, to ensure effective and efficient oversight of our activities and to assist in proper risk management and the ongoing evaluation of management controls. The internal audit department reports functionally and administratively to our Chief Financial Officer and directly to the audit committee. We believe that the leadership structure of our board of directors provides appropriate risk oversight of our activities given the controlling interests held by PFL.

Board Committees

Audit Committee

The members of our audit committee are Ms. Marla Gottschalk, Mr. Gregory Cole and Mr. Richard Noll. Ms. Gottschalk will serve as the chair of our audit committee. The composition of our audit committee meets the requirements for independence under the current Nasdaq listing standards and SEC rules and regulations. Each member of our audit committee is financially literate. In addition, our board of directors has determined that Ms. Gottschalk is an “audit committee financial expert” as defined in Item 407(d)(5)(ii) of Regulation S-K promulgated under the Securities Act. This designation does not impose any duties, obligations or liabilities that are greater than are generally imposed on members of our audit committee and our board of directors. Our audit committee is directly responsible for, among other things:

- selecting a firm to serve as the independent registered public accounting firm to audit our financial statements;
- ensuring the independence of the independent registered public accounting firm;
- approving the planned scope and timing, and discussing the findings, of the audit with the independent registered public accounting firm, and reviewing, with management and that firm, our interim and year-end operating results;
- establishing procedures for employees to anonymously submit concerns about questionable accounting or auditing matters;
- considering the adequacy of our internal controls and internal audit function;
- reviewing and approving related person transactions and those that require disclosure; and
- approving or, as permitted, pre-approving all audit and non-audit services to be provided by the independent registered public accounting firm.

Compensation, Nominating and Corporate Governance Committee

The members of our compensation, nominating and corporate governance committee are Messrs. Gregory Cole, Richard Noll and Thomas Degan. Mr. Cole will serve as the chair of our compensation, nominating and corporate governance committee. Our compensation, nominating and corporate governance committee is responsible for, among other things:

- recommending to our board of directors for determination, the compensation of our executive officers;
- reviewing and approving the compensation of our directors;
- administering our stock and equity incentive plans;
- reviewing and evaluating, or making recommendations to our board of directors with respect to, incentive compensation and equity plans;

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- reviewing our overall compensation philosophy;
- identifying and recommending candidates for membership on our board of directors;
- reviewing and recommending our corporate governance guidelines and policies;
- reviewing and considering proposed waivers of the code of conduct for directors and executive officers and making recommendations to our board of directors;
- overseeing the process of evaluating the performance of our board of directors; and
- assisting our board of directors on corporate governance matters.

Code of Business Conduct and Ethics

In connection with this offering, our board of directors will adopt a code of business conduct and ethics that applies to all of our employees, officers and directors, including our Chief Executive Officer, Chief Financial Officer and other executive and senior financial officers. Upon closing of this offering, the full text of our codes of business conduct and ethics will be posted on the investor relations section of our website. We intend to disclose future amendments to our codes of business conduct and ethics, or any waivers of such code, on our website or in public filings.

Compensation Committee Interlocks and Insider Participation

None of our executive officers has served as a member of a compensation committee (or if no committee performs that function, the board of directors) of any other entity that has an executive officer serving as a member of our board of directors.

EXECUTIVE COMPENSATION

Introduction

This Compensation Discussion and Analysis section describes our compensation approach and programs for our named executive officers (“NEOs”), which include our Chief Executive Officer, Chief Financial Officer, and our three other most highly compensated executive officers for the year ended December 31, 2018. Our NEOs for 2018 were:

- Lance Mitchell, President and Chief Executive Officer;
- Michael Graham, Chief Financial Officer;
- David Bryla, President, Hefty Waste & Storage;
- Stephan Pace, President, Walmart/Sam’s & eCommerce; and
- Craig Cappel, President, Reynolds Cooking & Baking.

Mr. Cappel became the President of Reynolds Cooking & Baking in October 2018. Prior to that, he served as the President of Hefty Tableware. Mr. Bryla’s employment with RCP terminated in June 2019.

The following discussion relates to the compensation of our NEOs whose compensation is disclosed below, as well as the overall principles underlying our executive compensation policies as we move towards becoming a public company. Except as otherwise indicated below, the compensation objectives, strategy, and decisions that were applicable to us and our NEOs for 2018 were consistent with the compensation objectives, strategy, and decisions that were generally applicable to RGHL for 2018.

Our Compensation Objectives and Philosophy

As a wholly-owned business of RGHL Group, we have shared the compensation objectives of RGHL, including attracting and retaining top talent, motivating and rewarding the performance of senior executives in support of achievement of strategic, financial and operating performance objectives and ensuring that our total compensation packages are competitive in comparison to those offered by our peers. Our NEOs, as well as our employees generally, have participated in compensation and benefits plans and programs which have included other businesses of RGHL, including as described below under “Other Compensation—Retirement and Welfare Benefits,” and a number of these plans and programs are being replicated as stand-alone plans in conjunction with this offering. These plans and programs are intended to align our compensation programs with our business objectives, promote good corporate governance and seek to achieve our compensation objectives.

To ensure that management’s interests are aligned with those of our stockholders and to motivate and reward individual initiative and effort, our executive compensation program emphasizes a pay-for-performance compensation philosophy so that attainment of enterprise-wide, business unit and individual performance goals are rewarded. Through the use of performance-based plans that emphasize attainment of enterprise-wide and/or business unit goals, we seek to foster teamwork and commitment to performance. The introduction of tools such as equity ownership and long-term equity-based incentive compensation programs, discussed below, in conjunction with this offering is important to ensure that the efforts of management are consistent with the objectives of our stockholders.

Risk Assessment of Compensation Programs

RGHL does not believe that our compensation arrangements, including financial performance measures used to determine short-term and long-term incentive payout amounts, provide our executives with an incentive to engage in business activities or other behavior that would expose us or our stockholders to excessive risks that are reasonably likely to have a material adverse effect.

Executive Compensation Process

Role of RGHL Executives and RCP's Compensation, Nominating and Corporate Governance Committee Going Forward

Prior to the Corporate Reorganization and the closing of this offering, we were a wholly-owned business of RGHL Group and executives of RGHL were primarily responsible for determining our compensation strategy and philosophy.

In connection with this offering, RGHL executives established our initial compensation and benefits programs and approved initial compensation for our executive officers and senior executives, including our NEOs. To assist in this task, RGHL has engaged Pearl Meyer, an independent compensation consultant, to provide an analysis of base salary, short-term incentive (“STI”) compensation and long-term incentive (“LTI”) compensation for senior executives with similar responsibilities, including positions within business groups, within the companies in the Benchmark Comparison Group. RGHL also directed Pearl Meyer to compare RCP executive officers’ compensation by percentile ranking to the compensation received by officers in comparable positions at Benchmark Comparison Group companies, discussed below.

We have established a compensation, nominating and corporate governance committee of directors (“Compensation, Nominating and Corporate Governance Committee”) who, following the closing of this offering, will assume responsibility for determining our compensation philosophy, structuring our compensation and benefits programs and determining appropriate payments and awards to our executive officers, including our NEOs. The Compensation, Nominating and Corporate Governance Committee will also be responsible for implementing, monitoring and evaluating our executive compensation philosophy and objectives and overseeing the compensation program for senior executives. The Compensation, Nominating and Corporate Governance Committee’s responsibilities and authority are described fully in its charter.

Role of the Independent Compensation Consultant and Our Peer Group

In conjunction with this offering, we have identified a group of peer companies which we will use as our benchmark for compensation matters (“Benchmark Comparison Group”). The Benchmark Comparison Group will be reviewed from time to time by our Compensation, Nominating and Corporate Governance Committee. The Benchmark Comparison Group includes the following companies:

- AptarGroup, Inc.
- Church & Dwight Co., Inc.
- Edgewell Personal Care Company
- Energizer Holdings, Inc.
- Greif, Inc.
- Hasbro, Inc.
- Helen of Troy Limited
- Nu Skin Enterprises, Inc.
- Owens-Illinois, Inc.
- Sealed Air Corporation
- The Scotts Miracle-Gro Company
- Silgan Holdings Inc.
- Snap-on Incorporated
- Spectrum Brands Holdings
- The Clorox Company
- Tupperware Brands Corporation

The criteria considered in selecting peer companies for the Benchmark Comparison Group include the following:

- size, as measured by revenue, market capitalization and enterprise value;
- industry category, including consumer household and personal products, household appliances, containers and packaging; and
- competition for sources of talent.

Role of Management

Subsequent to this offering, our CEO will make recommendations to the Compensation, Nominating and Corporate Governance Committee for base salary, STI, LTI and any other elements of our compensation program for each NEO (other than the CEO, whose compensation is determined solely by the Compensation, Nominating and Corporate Governance Committee). Our CEO will also provide recommendations to the Compensation, Nominating and Corporate Governance Committee on other elements of our compensation program for senior executives, including, for example, the design and metrics under our STI and LTI programs. While the Compensation, Nominating and Corporate Governance Committee will consider the CEO's recommendations with respect to the compensation of such NEOs, the Compensation, Nominating and Corporate Governance Committee independently evaluates the recommendations and makes all final compensation decisions relating to the NEOs.

In the case of compensation for employees below the most senior level, the Compensation, Nominating and Corporate Governance Committee will delegate certain authority to our management to make determinations in accordance with guidelines established by the Compensation, Nominating and Corporate Governance Committee.

Elements of Compensation

The components of executive compensation for our NEOs, and the primary objectives of each, are summarized in the chart below:

<u>Compensation Element</u>	<u>Description</u>	<u>Form</u>	<u>Objective</u>
Base salary	Fixed based on level of responsibility, experience, tenure and qualifications	Cash	<ul style="list-style-type: none"> • Support talent attraction and retention
STI Compensation in the Form of an Annual Incentive Program	Variable based on the achievement of annual financial metrics	Cash	<ul style="list-style-type: none"> • Link pay and performance • Drive the achievement of short-term business objectives
LTI Compensation	Variable based on the achievement of longer-term goals and stockholder value creation	Cash	<ul style="list-style-type: none"> • Support talent attraction and retention • Link pay and performance • Drive the achievement of longer-term goals
Other Compensation and Benefits Programs	Employee health, welfare and retirement benefits	Group medical benefits Life and disability insurance 401(k) plan participation Nonqualified Deferred Compensation Plan and the Pactiv Retirement Plan	<ul style="list-style-type: none"> • Support talent attraction and retention

RCP has been a wholly-owned business of RGHL Group, and executive compensation has been set with this in mind. RGHL recognizes that as a result of this offering, RCP will become a stand-alone organization and has adopted programs for RCP that it feels, considering the advice from its consultants, are appropriate for a stand-alone publicly-traded company. Comparisons with the Benchmark Comparison Group (and compensation survey data where applicable) have been undertaken to recognize the increased independence of the NEOs and to adopt compensation programs that are more consistent with the public company market.

Because of the ability of our NEOs to directly influence our overall performance, and consistent with our philosophy of linking pay to performance, the compensation programs will allocate a significant portion of

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compensation paid to our NEOs to both short-term and long-term performance-based incentive programs. In addition, as an employee's responsibility and ability to affect our financial results of RCP increases, base salary becomes a relatively smaller component of total compensation while long-term and at-risk incentive compensation becomes a larger component of total compensation. See "—2018 Summary Compensation Table."

Base Salary

Base salaries are set at competitive levels necessary to attract and retain top performing senior executives, including our NEOs, and are intended to compensate senior executives for their job responsibilities and level of experience. RGHL has set a total compensation goal at approximately the 50th percentile of the Benchmark Comparison Group (and, for our Business Unit Presidents, the overall general industry), adjusted to reflect each executive's individual performance and contributions. Additionally, going forward the Compensation, Nominating and Corporate Governance Committee will attempt to set each of the elements of total compensation at or around the 50th percentile of the Benchmark Comparison Group. However, as there were certain elements of compensation not available to RCP when it was wholly-owned by RGHL, such as equity-based compensation, the Compensation, Nominating and Corporate Governance Committee recognizes that it will take time before all of the individual elements of total compensation can reach the 50th percentile goal. In certain cases, including when an executive is recruited from another company or where it is otherwise appropriate to retain or incentivize an executive, the base salary may exceed the levels indicated in order to attract, and ultimately retain, the executive.

2018 Annual Incentive Compensation

Our 2018 annual incentive program ("2018 AIP") provided an opportunity for our senior executives, including our NEOs, to earn an annual incentive, paid in cash, based on the achievement of certain financial targets and strategic priorities.

The table below discloses the annual incentive targets for each NEO under the 2018 AIP.

<u>Name</u>	<u>Incentive Target (%)</u>
Lance Mitchell	115%
Michael Graham	60%
David Bryla	60%
Stephan Pace	60%
Craig Cappel	50%

2018 AIP Design

The 2018 AIP was designed to motivate our senior executives to achieve annual financial and other business goals based on our strategic, financial, and operating performance objectives. For our senior executives, including our NEOs, 90% of the payout under the 2018 AIP was determined by Adjusted EBITDA year over year growth ("Adjusted EBITDA Growth"). The remaining 10% was measured by working capital achievements. Based on the combined Adjusted EBITDA Growth and working capital results, a participant could earn up to 200% of the target value. Additionally, an individual's calculated payout amount could be increased or decreased at management's discretion to take into account their performance and contribution to RCP.

The Adjusted EBITDA Growth component was calculated on a scale where the threshold payout was 50% of the incentive target upon achievement of 95% Adjusted EBITDA Growth. The percentage payout increases on a non-linear scale with award payouts capped at 200% of target upon achievement of 108% Adjusted EBITDA Growth. The working capital achievements component was based on the achievement of discrete projects.

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Based on Adjusted EBITDA Growth and achievement of working capital targets in 2018, the calculated payment was 89.6% of target, based on the following factors:

Metric	2017 EBITDA Actual (\$m)	2018 EBITDA Actual (\$m)	Payout Attainment (%)	Weight (%)	Final Payout (%)
EBITDA Growth	657	652	91.2%	90%	82.1%
Working Capital			75.0%	10%	7.5%
Total					89.6%

The actual payments made in respect of the year ended December 31, 2018 for the NEOs are disclosed below. Where an adjustment was made to the calculated result, the percentage adjustment is also included.

Name	STI Target Percentage (%)	Payment From Annual Incentive Plan (\$)	Variation From Calculated Amount (%)
Lance Mitchell	115%	1,545,600	—
Michael Graham	60%	512,482	24%
David Bryla	60%	322,945	24%
Stephan Pace	60%	288,865	24%
Craig Cappel	50%	203,595	13%

2018 Long-Term Incentive Compensation

A small number of key executives, including the NEOs, participate in a cash-based long-term incentive program (“RGHL LTIP”). Pursuant to the RGHL LTIP, participants receive a grant at the beginning of a three-year performance period that can be earned over such period in annual instalments based upon the attainment of certain Adjusted EBITDA Growth metrics set at the beginning of the period. Each grant will provide for a “Target Opportunity Award” (based on a percentage of base salary) that can be achieved over the three-year period. The performance results achieved in the first year of the three-year period will establish the total amount of the award (which is expressed as a percentage of the Target Opportunity Award) that can be payable over the specified three-year period. If the business does not meet the performance threshold level in the first year, the participant is no longer eligible to earn any amount over the three-year period. If the business meets the threshold in the first year, the participant will receive the first payment, but the second and third payments may be withheld depending on business results in the second and third years.

The 2018 grant was based on Adjusted EBITDA Growth and potential payouts ranged from an award of 25% of the target value for 95% Adjusted EBITDA Growth up to 125% of the target value for 108% Adjusted EBITDA Growth. The actual result of 99.24% Adjusted EBITDA Growth translated to a payout equal to 71.64% of the target value. The first of three instalments with respect to the 2018 grant was paid in early 2019. See the “—2018 Summary Compensation Table” section below for the amounts earned in 2018 under grants made in 2016, 2017 and 2018 under the RGHL LTIP.

The below table sets forth the potential payments remaining under the 2017, 2018 and 2019 grants for amounts that could be earned in fiscal year 2019, 2020 and 2021.

Name	2019 Grant Target Value (\$)	2018 Grant Target Value (\$)	2018 Grant Calculated Award (%)	2018 Grant Calculated Award (\$)	2018 Grant 2nd Instalment (\$)	2018 Grant 3rd Instalment (\$)	2017 Grant 3rd Instalment (\$)
Lance Mitchell	1,550,000	1,400,000	71.64%	1,002,960	334,320	334,320	399,100
Michael Graham	581,590	564,650	71.64%	404,515	134,838	134,839	168,298
David Bryla	367,943	353,791	71.64%	253,455	84,485	84,486	105,450
Stephan Pace	327,818	318,270	71.64%	228,009	76,003	76,003	94,863
Craig Cappel	337,500	287,799	71.64%	206,179	68,726	68,727	85,366

We will not issue any new grants under the RGHL LTIP after this offering. A participant is not eligible to receive any award if they are not employed by RCP at the time the award is paid.

Other Compensation—Retirement and Welfare Benefits

The retirement and welfare benefit programs are a necessary element of the total compensation package to ensure a competitive position in attracting and retaining a committed workforce. Participation in these programs is not tied to performance.

Our specific contribution levels to these programs are adjusted annually to maintain a competitive position while considering costs.

- **Employee Savings Plan.** All non-union employees in the United States, including our NEOs, are eligible to participate in a tax-qualified retirement savings plan under Section 401(k) of the Code. RGHL makes a 2% non-elective contribution and matching contributions of 100% of the first 6% of an employee's elective deferral contribution.
- **Pactiv Retirement Plan.** Certain employees, including Mr. Bryla, Mr. Pace and Mr. Cappel, have frozen benefits under the Pactiv Retirement Plan, a defined benefit pension plan maintained by Pactiv.
- **Welfare Plans.** Our executives are also eligible to participate in our broad-based health and welfare plans (including medical, dental, vision, life insurance and disability plans) upon the same terms and conditions as other employees.

Executive Benefits and Perquisites

RCP employees who are at a designated salary grade or above may defer a portion of their salary and bonus each year into the Reynolds Services Inc. Nonqualified Deferred Compensation Plan, which is a tax deferred plan. RCP also makes contributions to this plan mirroring percentage contributions made to the 401(k) plan. This program is intended to promote retention by providing a long-term savings opportunity on a tax-efficient basis. In conjunction with this offering, an identical plan will be created for eligible RCP employees. The amounts deferred are unsecured obligations of RCP, receive no preferential standing, and are subject to the same risks as any of RCP's other unsecured obligations.

RGHL provides the NEOs with limited perquisites and other personal benefits, including reimbursement of relocation costs. Additionally, RCP purchases tickets to various cultural, charitable, civic, entertainment and sporting events for business development and relationship building purposes, and to maintain its involvement in communities in which RCP operates and its employees live. Occasionally, its employees, including its NEOs, make personal use of tickets that would not otherwise be used for business purposes. Following this offering, the Compensation, Nominating and Corporate Governance Committee will periodically review the levels of perquisites and other personal benefits provided to our NEOs. The Compensation, Nominating and Corporate Governance Committee intends to maintain only those perquisites and other benefits that it determines to be necessary components of total compensation and that are not inconsistent with stockholder interests.

Attributed costs of the personal benefits described above for our NEOs for the fiscal year ended December 31, 2018 are included in the column entitled "All Other Compensation" of the 2018 Summary Compensation Table.

Compensation Programs Following this Offering

RGHL has established STI and LTI programs for RCP for fiscal year 2020. The STI program will allow participants, including the NEOs, to earn cash awards (determined as a percentage of the participant's base salary) based on RCP's attainment of Adjusted EBITDA (90%) and working capital (10%) goals in fiscal year 2020. The targets and threshold levels for these performance metrics will be set by the Compensation, Nominating and Corporate Governance Committee in the fiscal quarter of 20 .

We believe that a significant portion of each senior executive's compensation should be dependent on long-term value created for our stockholders. In conjunction with this offering, RGHL implemented an LTI program,

which is designed to align the awards for the senior executives with the results achieved for stockholders. The LTI program for 2020 consists of restricted stock or restricted stock unit awards and performance share awards. The restricted stock or restricted stock units will generally vest over a three-year period, with 1/3 vesting each year. The performance shares will be earned at the end of a three-year period based on the attainment of specified performance metrics, which include earnings per share and Adjusted EBITDA, over the three-year period. The target and threshold levels for these performance metrics will be set by the Compensation, Nominating and Corporate Governance Committee in the fiscal quarter of 20 .

Equity Incentive Plan

RCP has adopted the Reynolds Consumer Products Inc. Equity Incentive Plan (the “Incentive Plan”), which will be effective in connection with this offering. The purpose of the Incentive Plan is to motivate and reward our employees, directors, consultants and advisors to perform at the highest level and to further our best interests and those of our shareholders.

Shares Available. Subject to adjustment, the Incentive Plan permits us to make awards of up to 5% of our common stock issued and outstanding after this offering (assuming the underwriters’ option to purchase additional shares of common stock is exercised in full). Additionally, the number of shares of our common stock reserved for issuance under the Incentive Plan may increase automatically on the first day of each fiscal year following the effective date of the Incentive Plan by an amount equal to the lesser of (i) 1% of outstanding shares on December 31 of the immediately preceding fiscal year or (ii) such number of shares as determined by our board of directors in its discretion. If any award issued under the Incentive Plan is canceled, forfeited, or otherwise terminates or expires unexercised, such shares may again be issued under the Incentive Plan. In the event that an adjustment is necessary in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Incentive Plan, as a result of any dividend (other than ordinary cash dividends) or other distribution (whether in the form of cash, shares or other securities), recapitalization, share split (share subdivision), reverse share split (share consolidation), reorganization, merger, amalgamation, consolidation, split-up, spin-off, combination, repurchase or exchange of shares or other securities of the Company, issuance of warrants or other rights to acquire shares or other securities of the Company, issuance of shares pursuant to the anti-dilution provisions of securities of the Company, or other similar corporate transaction or event affecting the shares, or of changes in applicable laws, regulations or accounting principles, our Compensation, Nominating and Corporate Governance Committee shall, subject to compliance with Sections 409A and 457A of the Code, adjust equitably any or all of (i) the number and type of shares (or other securities) which thereafter may be made the subject of awards, (ii) the number and type of shares (or other securities) subject to outstanding awards, (iii) the grant, acquisition or exercise price of awards or, if deemed appropriate, make provision for a cash payment to the holder of an outstanding award or (iv) the terms and conditions of any outstanding awards, including the performance criteria of any performance awards.

Administration. Our Compensation, Nominating and Corporate Governance Committee will administer the Incentive Plan and determine the following items:

- select the participants to whom awards may be granted;
- determine the type or types of awards to be granted under the Incentive Plan;
- determine the number of shares to be covered by awards;
- determine the terms and conditions of any award and prescribe the form of award agreement;
- determine whether, to what extent and under what circumstances awards may be settled or exercised in cash, shares, other awards, other property, net settlement, or any combination thereof, or canceled, forfeited or suspended, and the method or methods by which awards may be settled, exercised, canceled, forfeited or suspended;
- determine whether, to what extent and under what circumstances amounts payable with respect to an award shall be deferred;

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- amend or modify outstanding awards or award agreements;
- correct any defect, supply any omission and reconcile any inconsistency in the Incentive Plan or any award, in the manner and to the extent it will deem desirable to carry the Incentive Plan into effect;
- interpret and administer the terms of the Incentive Plan, any award agreement and any agreement related to any award; and
- make any other determination and take any other action that it deems necessary or desirable to administer the Incentive Plan.

To the extent not inconsistent with applicable law, our Compensation, Nominating and Corporate Governance Committee may delegate to one or more of our officers some or all of the authority under the Incentive Plan, including the authority to grant all types of awards authorized under the Incentive Plan.

Eligibility. Generally, all employees, directors, consultants or other advisors of RCP or any of our affiliates will be eligible to receive awards.

Forms of Awards. Awards under the Incentive Plan may include one or more of the following types: (i) stock options, (ii) share appreciation rights (“SAR”), (iii) restricted stock awards, (iv) restricted stock unit (“RSU”) awards, (v) performance awards, (vi) other cash-based awards and (vii) other stock-based awards.

- *Stock Options.* Options are rights to purchase a specified number of shares of our common stock at a price fixed by our Compensation, Nominating and Corporate Governance Committee, but not less than the fair market value on the date of grant. Options generally expire no later than ten years after the date of grant. Options will become exercisable at such time and in such installments as our Compensation, Nominating and Corporate Governance Committee will determine.
- *SARs.* An SAR entitles the holder to receive, upon exercise, an amount equal to any positive difference between the fair market value of one share of our common stock on the date an SAR is exercised and the exercise price, multiplied by the number of shares of common stock with respect to which an SAR is exercised. Our Compensation, Nominating and Corporate Governance Committee will have the authority to determine whether the amount to be paid upon exercise of an SAR will be paid in cash, common stock or a combination of cash and common stock.
- *Restricted Stock Awards.* Restricted stock awards provide for a specified number of shares of our common stock subject to a restriction against transfer during a period of time or until performance measures are satisfied, as established by our Compensation, Nominating and Corporate Governance Committee. Unless otherwise set forth in the agreement relating to a restricted stock award, the holder has all the rights of a shareholder, including voting rights, the right to receive dividends and the right to participate in any capital adjustment applicable to all holders of common stock; provided, however, that our Compensation, Nominating and Corporate Governance Committee may determine that distributions with respect to shares of common stock will be reinvested in additional shares of common stock and will be subject to the same restrictions as the shares of common stock with respect to which such distribution was made.
- *RSUs.* An RSU award is a right to receive a specified number of shares of our common stock (or the fair market value thereof in cash, or any combination of our common stock and cash, as determined by our Compensation, Nominating and Corporate Governance Committee), subject to the expiration of a specified restriction period and/or the achievement of any performance measures selected by our Compensation, Nominating and Corporate Governance Committee, consistent with the terms of the Incentive Plan. The RSU award agreement will specify whether the award recipient is entitled to receive dividend equivalents with respect to the number of shares of our common stock subject to the award. Prior to the settlement of an RSU award in our common stock, the award recipient will have no rights as a shareholder of our Company with respect to our common stock subject to the award.

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- *Performance Awards.* Performance awards are awards whose final value or amount, if any, is determined by the degree to which specified performance measures have been achieved during a performance period set by our Compensation, Nominating and Corporate Governance Committee. Payment may be made in the form of cash, shares, other awards, or a combination thereof, as specified by our Compensation, Nominating and Corporate Governance Committee.
- *Other Cash-Based Awards.* Our Compensation, Nominating and Corporate Governance Committee is authorized, subject to limitations under applicable law, to grant such other awards that may be denominated or payable in, valued in whole or in part by reference to, or otherwise based on, or related to, cash on such terms and conditions as set by our Compensation, Nominating and Corporate Governance Committee.
- *Other Share-Based Awards.* Our Compensation, Nominating and Corporate Governance Committee is authorized, subject to limitations under applicable law, to grant other types of awards that may be denominated or payable in, valued in whole or in part by reference to, or otherwise based on, or related to, shares or factors that may influence the value of shares.

An award agreement may contain additional terms and restrictions, including vesting conditions, not inconsistent with the terms of the Incentive Plan, as our Compensation, Nominating and Corporate Governance Committee may determine.

No Repricing. Except as provided in the adjustment provision of the Incentive Plan, no action will directly or indirectly, through cancellation and regrant or any other method, reduce, or have the effect of reducing, the exercise price of any option or an SAR established at the time of grant thereof without approval of our shareholders.

Director Pay Cap. Subject to the adjustment provision of the Incentive Plan, an individual who is a non-employee director may not receive awards, in cash or otherwise, for any calendar year that total more than \$750,000 in the aggregate.

Termination of Employment or Service and Change in Control. Our Compensation, Nominating and Corporate Governance Committee will determine the effect of a termination of employment or service on outstanding awards, including whether the awards will vest, become exercisable, settle, be paid or be forfeited. In the event of a change in control, all outstanding awards shall immediately vest and settle, and, with respect to options and SAR, shall become fully exercisable, and any performance criteria to which any such award is subject will be deemed to be satisfied at target.

Amendment and Termination. Subject to certain restrictions, our board of directors may amend, alter, suspend, discontinue or terminate the Incentive Plan at any time. Our Compensation, Nominating and Corporate Governance Committee may also amend the related award documents. However, subject to the adjustment and change in control provisions of the Incentive Plan, any such action that would materially adversely affect the rights of a holder of an outstanding award may not be taken without the holder's consent, except to the extent that such action is taken to cause the Incentive Plan to comply with applicable law, stock market or exchange rules and regulations, or accounting or tax rules and regulations, or to impose any "clawback" or recoupment provisions on any outstanding awards in accordance with the Incentive Plan.

Executive Retention Plan

RGHL has approved a cash and equity retention plan applicable to RCP's NEOs and certain other key executives. The retention plan was implemented to further ensure leadership continuity, and its objectives are to retain executives through this offering and beyond. Awards under the retention plan are payable in cash and equity based on the criteria set forth below.

Cash Retention Plan: The retention plan is paid in one, two or three instalments. If the executive resigns or is terminated for cause before the end of the retention period, the executive must repay any instalments which have already been paid to him or her.

Restricted Stock Units: In conjunction with this offering, RCP will issue restricted stock units on the offer date to the NEOs and certain other persons. Contingent upon the closing of a successful offering, vesting for the restricted stock units will occur over a three year period with 1/3 vesting after 12 months, 1/3 vesting after 24 months and 1/3 vesting after 36 months. Each of these executives must be an employee of RCP or one of its affiliates on the applicable vesting date to receive these shares.

Employment Agreements with the NEOs

On July 8, 2019 Reynolds Consumer Products LLC entered into an amended and restated employment agreement with Mr. Mitchell and employment agreements with Messrs. Cappel and Graham, and on July 18, 2019, an employment agreement with Mr. Pace. Such employment agreements generally provide for base salary, STI compensation opportunity and LTI compensation opportunity and certain other benefits, including severance entitlements. These agreements, along with any additional agreements with our NEOs, are described under the heading “—Employment and Other Agreements” below.

Tax and Accounting Implications

Tax Considerations of Our Executive Compensation: Section 162(m) of the Code generally limits the tax deductibility of annual compensation paid by public companies for certain executive officers to \$1 million. The existing regulations under Section 162(m) will provide us, as a new publicly-traded company, transition relief from the \$1 million deduction limitation until our first stockholders meeting at which directors are elected in the year that is three years following the closing of this offering. However, the IRS has requested comments from interested stakeholders on the application of Section 162(m) to new publicly-traded companies in light of the Tax Cuts and Jobs Act, which was passed at the end of 2017, and which made significant changes to Section 162(m). It is possible that the IRS might narrow or eliminate the transition relief.

Following this offering, our Compensation, Nominating and Corporate Governance Committee intends to monitor regulatory developments and consider the potential effects of Section 162(m) of the Code on the deductibility of compensation paid to our executives. Although our Compensation, Nominating and Corporate Governance Committee is mindful of the benefits of tax deductibility when determining executive compensation, we may approve compensation that will not be fully-deductible in order to ensure competitive levels of total compensation for our executive officers.

Accounting for Our Stock-Based Compensation: We will account for stock-based payments, including grants under each of our equity compensation plans, in accordance with the requirements of FASB ASC Topic 718.

2018 Summary Compensation Table

The following table sets forth information concerning the compensation paid to our NEOs during our fiscal year ended December 31, 2018.

<u>Name</u>	<u>Year</u>	<u>Salary (\$)</u>	<u>Non-Equity Incentive Plan Compensation(1) (\$)</u>	<u>Changes in Pension Value and Nonqualified Deferred Compensation Earnings(2) (\$)</u>	<u>All Other Compensation(3) (\$)</u>	<u>Total (\$)</u>
Lance Mitchell	2018	1,458,333	2,645,687	—	122,322	4,226,342
Michael Graham	2018	766,042	984,818	—	92,632	1,843,492
David Bryla	2018	482,728	624,040	1,307	66,937	1,175,012
Stephan Pace	2018	431,786	559,731	—	62,524	1,054,041
Craig Cappel	2018	401,172	445,961	—	50,230	897,363

- (1) In 2018, RGHL Group operated an annual incentive plan and a long-term non-equity incentive compensation plan as described more fully above in the section entitled “—Elements of Compensation.” Awards under the annual incentive plan in respect of the 2018 year were as follows:

<u>Name</u>	<u>Payment From Annual Incentive Plan (\$)</u>
Lance Mitchell	1,545,600
Michael Graham	512,482
David Bryla	322,945
Stephan Pace	288,865
Craig Cappel	203,595

The balance of the amounts reported under the Non-Equity Incentive Plan Compensation column represents amounts earned in 2018 under grants made in 2016, 2017 and 2018 under the LTIP. These amounts were as follows:

<u>Name</u>	<u>2018 Grant 1st Instalment (\$)</u>	<u>2017 Grant 2nd Instalment (\$)</u>	<u>2016 Grant 3rd Instalment (\$)</u>	<u>Total (\$)</u>
Lance Mitchell	334,320	399,100	366,667	1,100,087
Michael Graham	134,838	168,299	169,199	472,336
David Bryla	84,485	105,450	111,161	301,096
Stephan Pace	76,003	94,863	100,000	270,866
Craig Cappel	68,726	85,366	88,275	242,367

- (2) Mr. Bryla, Mr. Pace, and Mr. Cappel receive benefits under the Pactiv Retirement Plan. In 2018, there was a decrease in the value of plan benefits for Mr. Pace and Mr. Cappel (\$22,845 and \$23,846, respectively), so these values are reported as \$0. There was no aggregate earnings or interest on the Reynolds Services, Inc. Nonqualified Deferred Compensation Plan.

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- (3) We make contributions to the 401(k) plan and Reynolds Services, Inc. Nonqualified Deferred Compensation Plan. The applicable amounts for the 2018 year were as follows:

<u>Name</u>	<u>Contributions To 401(k) Plan (\$)</u>	<u>Contributions To Nonqualified Deferred Compensation Plan (\$)</u>
Lance Mitchell	22,000	97,000
Michael Graham	21,446	68,414
David Bryla	22,000	42,095
Stephan Pace	22,000	36,689
Craig Cappel	22,000	25,908

Other benefits reported under All Other Compensation include group life insurance and wellness credits.

Health and welfare benefits are not reported to the extent these benefits are generally available to all other salaried and non-union hourly employees.

2018 Grants of Plan-Based Awards

The following table sets forth information concerning grants of plan-based awards made to the NEOs named in the 2018 Summary Compensation Table during our fiscal year ended December 31, 2018.

<u>Name</u>	<u>Grant Date</u>	<u>Estimated Future Payouts Under Non-Equity Incentive Plan Awards</u>		
		<u>Threshold (\$)</u>	<u>Target (\$)</u>	<u>Maximum (\$)</u>
Lance Mitchell	January 1, 2018	350,000	1,400,000	1,750,000
Michael Graham	January 1, 2018	141,163	564,650	705,813
David Bryla	January 1, 2018	88,448	353,791	442,238
Stephan Pace	January 1, 2018	79,568	318,270	397,838
Craig Cappel	January 1, 2018	71,950	287,799	359,748

There have been no equity-based compensation programs, and consequently there were no outstanding equity awards as of December 31, 2018. We intend to adopt, subject to the approval of our shareholders, the Equity Incentive Plan as described above in the section entitled “—Equity Incentive Plan” in connection with this offering.

2018 Pension Benefits

The following table sets forth information with respect to each plan that provides for payments or other benefits at, following, or in connection with retirement.

<u>Name</u>	<u>Plan Name</u>	<u>Number of Years Credited Service (#)</u>	<u>Present Value of Accumulated Benefit (\$)</u>	<u>Payments During Last Fiscal Year (\$)</u>
Lance Mitchell	—	—	—	—
Michael Graham	—	—	—	—
David Bryla	Pactiv Retirement Plan	6.58	60,467	—
Stephan Pace	Pactiv Retirement Plan	9.67	332,304	—
Craig Cappel	Pactiv Retirement Plan	13.50	192,376	—

Mr. Bryla, Mr. Pace and Mr. Cappel have legacy entitlements under the Pactiv Retirement Plan, an ERISA-qualified defined benefit plan maintained by Pactiv.

2018 Nonqualified Deferred Compensation

The following table sets forth information with respect to each defined contribution or other plan that provides for the deferral of compensation on a basis that is not tax-qualified.

Name	Executive Contributions in Last FY (\$)	Reynolds Consumer Products Contributions in Last FY (\$)	Aggregate Earnings in Last FY (\$)	Aggregate Withdrawals/ Distributions (\$)	Aggregate Balance at Last FYE (\$)
Lance Mitchell	180,236	97,000	(27,649)	—	1,127,087
Michael Graham	562,658	68,414	(34,089)	—	803,501
David Bryla	129,009	42,095	(8,569)	—	249,459
Stephan Pace	46,158	36,689	(27,268)	—	341,184
Craig Cappel	22,215	25,908	(6,757)	—	159,013

Potential Payments Upon Termination or Change in Control

The following table sets forth the expected benefits to be received by each NEO in each of the following termination scenarios pursuant to RGHL Group's informal policies and practices. This table assumes a termination date of December 31, 2018, the last business day of the year. The receipt of benefits is generally subject to executing and not revoking a release of claims. Other relevant assumptions and explanations are set forth in the footnotes following the table.

	Termination without Cause or for Good Reason Whether or Not in Connection with a Change in Control
Lance Mitchell	
Cash(1)	\$ 1,500,000
Other Benefits(2)	\$ 10,278
Michael Graham	
Cash(1)	\$ 775,453
Other Benefits(2)	\$ 11,541
David Bryla	
Cash(1)	\$ 490,590
Other Benefits(2)	\$ 14,510
Stephan Pace	
Cash(1)	\$ 437,091
Other Benefits(2)	\$ 11,455
Craig Cappel	
Cash(1)	\$ 450,000
Other Benefits(2)	\$ 11,446

- (1) Under RGHL Group's practices, in connection with a qualifying termination of employment, the NEOs would have received severance payments equivalent to 12 months' base salary.
- (2) In connection with a qualifying termination of employment, the NEOs would have continued to receive benefits under (or benefits comparable to) RGHL's medical, dental, vision, life and accidental death and disability programs.

In July 2019, Reynolds Consumer Products LLC entered into employment agreements with Messrs. Mitchell, Graham, Pace and Cappel that provide for payments upon a termination of employment. The

consequences of their termination of employment, whether or not in connection with a “change in control,” are described under the heading “—Employment and Other Agreements” below.

Employment and Other Agreements

We have entered into employment agreements with Messrs. Mitchell, Graham, Cappel and Pace, which are summarized below. Messrs. Mitchell, Graham, Pace and Cappel also all entered into agreements dated July 8, 2019, under which they are entitled to transaction bonuses if this offering is completed or if there is a sale of the business, each a “Triggering Event,” by June 30, 2020. Subject to not voluntarily leaving their employment prior to the payment date, 50% of the transaction bonus (the amount of which varies based upon whether the Triggering Event is the closing of this offering or a sale of the business) will be paid 30 days after the applicable Triggering Event and the remaining 50% will be paid six months after the applicable Triggering Event.

Messrs. Mitchell, Graham, Pace and Cappel also entered into retention agreements wherein they are eligible to receive both cash and restricted stock units subject to certain vesting requirements as described more fully above in the section entitled “—Executive Retention Plan.”

Mr. Mitchell

Pursuant to Mr. Mitchell’s employment agreement, he receives a base salary of \$1,550,000 and a target annual incentive opportunity equal to 115% of his base salary.

Termination of Employment

If Mr. Mitchell is terminated without “cause,” as such term is defined in his employment agreement, he is entitled to 12 months of his base salary plus a prorated target annual incentive. In addition, if within 12 months following a Sale of Business, Mr. Mitchell is terminated without cause or resigns following a material reduction in his remuneration or scope of duties, Mr. Mitchell is entitled to 24 months of base salary plus a prorated target annual incentive. Mr. Mitchell and his eligible dependents will also be eligible for COBRA continuation coverage for 12 months following a termination without cause whether or not in connection with a Sale of Business.

Restrictive Covenants

Mr. Mitchell is subject to customary restrictive covenants, including non-competition and non-solicitation covenants during his employment and for one year following termination of employment for any reason.

Mr. Graham

Pursuant to Mr. Graham’s employment agreement, he receives a base salary of \$798,716 and a target annual incentive opportunity equal to 60% of his base salary.

Termination of Employment

If Mr. Graham is terminated without “cause,” as such term is defined in his employment agreement, he is entitled to 12 months of his base salary. In addition, if within 12 months following a Sale of Business, Mr. Graham is terminated without cause or resigns following a material reduction in his remuneration or scope of duties, Mr. Graham is entitled to 24 months of base salary plus a prorated target annual incentive. Mr. Graham and his eligible dependents will also be eligible for COBRA continuation coverage for 12 months following a termination without cause whether or not in connection with a Sale of Business.

Restrictive Covenants

Mr. Graham is subject to customary restrictive covenants, including non-competition and non-solicitation covenants during his employment and for one year following termination of employment for any reason.

Mr. Pace

Pursuant to Mr. Pace's employment agreement, he receives a base salary of \$450,204 and a target annual incentive opportunity equal to 60% of his base salary.

Termination of Employment

If Mr. Pace is terminated without "cause," as such term is defined in his employment agreement, he is entitled to 12 months of his base salary. In addition, if within 12 months following a Sale of Business, Mr. Pace is terminated without cause or resigns following a material reduction in his remuneration or scope of duties, Mr. Pace is entitled to 24 months of base salary plus a prorated target annual incentive. Mr. Pace and his eligible dependents will also be eligible for COBRA continuation coverage for 12 months following a termination without cause whether or not in connection with a Sale of Business.

Restrictive Covenants

Mr. Pace is subject to customary restrictive covenants, including non-competition and non-solicitation covenants during his employment and for one year following termination of employment for any reason.

Mr. Cappel

Pursuant to Mr. Cappel's employment agreement, he receives a base salary of \$463,500 and a target annual incentive opportunity equal to 50% of his base salary.

Termination of Employment

If Mr. Cappel is terminated without "cause," as such term is defined in his employment agreement, he is entitled to 12 months of his base salary. In addition, if within 12 months following a Sale of Business, Mr. Cappel is terminated without cause or resigns following a material reduction in his remuneration or scope of duties, Mr. Cappel is entitled to 24 months of base salary plus a prorated target annual incentive. Mr. Cappel and his eligible dependents will also be eligible for COBRA continuation coverage for 12 months following a termination without cause whether or not in connection with a Sale of Business.

Restrictive Covenants

Mr. Cappel is subject to customary restrictive covenants, including non-competition and non-solicitation covenants during his employment and for one year following termination of employment for any reason.

2018 Director Compensation

Our directors did not receive any additional compensation for their service in their capacity as a director in the year ended December 31, 2018.

Following the closing of this offering, we intend to implement a new director compensation program, under which our independent non-employee directors will be eligible to receive the following annual retainers and annual equity compensation grants:

- *Board member:* \$230,000, of which \$100,000 will be an annual cash retainer and \$130,000 will be in the form of an annual grant of RSUs

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- *Chairman of the Board*: \$115,000, of which \$50,000 will be an annual cash retainer and \$65,000 will be in the form of an annual grant of RSUs, in addition to the \$230,000 in board member payments and grants described above
- *Chairs of our Audit Committee and our Compensation, Nominating and Corporate Governance Committee*: \$20,000, as an annual cash retainer
- *Members of our Audit Committee and our Compensation, Nominating and Corporate Governance Committee (other than the Chairman of the Board)*: \$10,000, as an annual cash retainer

RSUs will be granted pursuant to the Incentive Plan. Directors who are also full-time officers or employees of the Company will receive no additional compensation for serving as directors.

We will also reimburse all of our directors for their reasonable expenses incurred in attending meetings of our board of directors or committees.

Our directors will also be entitled to indemnification, as further described in “Description of Capital Stock—Limitation of Liability of Directors and Officers.”

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

We describe below transactions and series of similar transactions, during our last three fiscal years or currently proposed, to which we were a party or will be a party, in which:

- the amounts involved exceeded or will exceed \$120,000; and
- any of our directors, executive officers or beneficial holders of more than 5% of any class of our capital stock had or will have a direct or indirect material interest.

Other than as described below, there have not been, nor are there any currently proposed, transactions or series of similar transactions meeting this criteria to which we have been or will be a party other than compensation arrangements, which are described where required under “Management—Board Structure” and “Executive Compensation.”

Historical Transactions with RGHL Group

Prior to this offering, we have operated as part of RGHL Group’s broader corporate organization rather than as a stand-alone public company. RGHL Group has performed or supported various corporate services for us, and we have engaged in various transactions with RGHL Group. The previous arrangements we had with RGHL Group are described below.

Supply, Warehousing and Freight Arrangements with Pactiv

We have arrangements with Pactiv pursuant to which we sell products to Pactiv, primarily aluminum foil and aluminum foil containers. For the years ended December 31, 2018, 2017 and 2016, revenues from products sold to Pactiv were \$161 million, \$148 million and \$143 million, respectively. In addition, we have arrangements whereby Pactiv sells products to us, primarily tableware. For the years ended December 31, 2018, 2017 and 2016, the costs of products purchased from Pactiv were \$511 million, \$492 million and \$494 million, respectively.

We have arrangements to store certain of our finished goods in warehouses leased and operated by Pactiv, and we have stored certain of Pactiv’s finished goods in our warehouses. In addition, Pactiv has historically provided us with freight services, including scheduling and coordinating truck deliveries, managing carrier agreements and relationships, claims management and other related freight services, such as mixing and loading our products, together with products made by Pactiv for us, for shipment. For the years ended December 31, 2018, 2017 and 2016, Pactiv charged us freight and warehousing costs of \$143 million, \$120 million and \$117 million, respectively. For the years ended December 31, 2018, 2017 and 2016, we charged Pactiv warehousing costs of \$2 million each year.

Defined Benefit Plans

Prior to December 1, 2016, certain of our employees participated in a defined benefit plan that we sponsored. On November 30, 2016, this plan was merged into another defined benefit plan within RGHL Group and the future obligations under this plan became the responsibility of RGHL Group. As a result of this merger, we recorded a settlement loss of \$9 million, which represented the release of the accumulated other comprehensive income balance attributable to the plan obligations as of the date of the merger.

Starting December 1, 2016, certain of our employees participated in a defined benefit plan sponsored by RGHL Group. We recorded expense of \$3 million in cost of sales for each of the years ended December 31, 2018 and 2017 relating to our employees’ participation in this RGHL Group sponsored plan.

Administrative Services and Lease

We have historically relied on RGHL Group to provide certain administrative services, including executive management, human resources, procurement, finance, legal, tax and information technology services and use of space in our headquarters building in Lake Forest, Illinois. Total costs allocated to us for these functions were \$40 million, \$37 million and \$39 million for the years ended December 31, 2018, 2017 and 2016, respectively. These amounts also include allocations of a portion of a related party management fee incurred by RGHL Group of \$10 million, \$10 million and \$13 million for the years ended December 31, 2018, 2017 and 2016, respectively.

Intercompany Indebtedness

We have entered into various interest-bearing lending arrangements with RGHL Group. During the years ended December 31, 2018, 2017 and 2016 we incurred borrowings of \$338 million, \$416 million and \$634 million, respectively, from RGHL Group and repaid borrowings of \$314 million, \$456 million and \$261 million, respectively. During the years ended December 31, 2018, 2017 and 2016 we advanced loans of \$537 million, \$508 million and \$650 million, respectively, to RGHL Group and received repayments of \$65 million, \$200 million and \$109 million, respectively. In addition to these amounts, during the year ended December 31, 2016, \$162 million of non-current related party receivables was settled by offsetting the balance against our current income taxes payable.

During the year ended December 31, 2016, we incurred \$1,350 million of additional borrowings under the RGHL Group Credit Agreement. The cash associated with these additional borrowings, net of \$16 million in non-lender fees, was received directly by RGHL Group which resulted in an offsetting reduction in related party borrowings owing to RGHL Group.

The weighted average contractual interest rate related to our related party borrowings as of December 31, 2018, 2017 and 2016, was 6.00%, 6.28% and 6.79%, respectively. The weighted average contractual interest rate related to our non-current related party receivables as of December 31, 2018, 2017 and 2016, was 2.92%, 1.67% and 0.95%, respectively.

In June 2019, related party receivables were used to reduce the balances outstanding under various related party borrowings. As a result, prior to the Corporate Reorganization, we had borrowings due to RGHL Group, which as of June 30, 2019 were \$2,228 million, bear interest at rates of 1% to 3% per annum and mature in 2022 and thereafter.

Contributions of Property, Plant and Equipment

During the years ended December 31, 2018, 2017, and 2016, property, plant and equipment related to our Hefty Tableware segment of \$17 million, \$5 million and \$4 million, respectively, were contributed to us by RGHL Group.

Transactions to be Entered into in Connection with this Offering

Transition Services Agreements

In connection with this offering, we will enter into the RGHI TSA whereby RGHL Group will continue to provide certain administrative services to us, including information technology service; accounting, treasury, financial reporting and transaction support; human resources; procurement; tax, legal and compliance related services; and other corporate services. These services will be consistent with administrative services provided to us by RGHL Group prior to this offering and the charges will be at forecasted cost or current cost plus margin. In addition, we will provide certain services to RGHL Group under the RGHI TSA, consistent with services provided by us to RGHL Group prior to this offering, which will also be charged at current cost plus margin. Additionally, we have agreed that at each other's request, certain tax, financial and other information will be provided to enable preparation of tax and financial reports of the respective parties and for other business purposes.

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Also, in connection with this offering, we will enter into the Rank TSA whereby, upon our request, Rank will provide certain administrative services to us, including financial reporting, consulting and compliance, insurance procurement and human resources support, legal and corporate secretarial support and related services, to be charged at an agreed hourly rate. In addition, we will provide, at Rank's request, certain historical tax and financial information to enable Rank to prepare certain of its tax and financial reports. These services will also be charged at an agreed hourly rate.

The services provided under the RGHI TSA and the Rank TSA (excluding the provision of information) will terminate within 24 months, as specified in each of these agreements. The party receiving services may terminate certain specified services by giving prior written notice in accordance with the terms of the RGHI TSA and the Rank TSA, as applicable.

Plant and Asset Transfers

Prior to the closing of this offering, the ownership or lease of certain plants, warehouses, equipment (including manufacturing lines), information technology assets, and inventory, will be transferred to us from RGHL Group at net book value in an amount totaling \$ million. Further, we will be transferring to RGHL Group certain equipment (including manufacturing lines). While the assets have been reflected in our historical combined financial statements included elsewhere in this prospectus, the cash payable to RGHL Group for these transfers will remain on our balance sheet until the transfers become effective on November 1, 2019.

In connection with the plant and asset transfers, we will enter into a transition and support agreement for our Red Bluff, California and Huntersville, North Carolina facilities whereby Pactiv will provide certain services to us, including tooling and engineering support, financial services, procurement services, and environmental, health and safety services, to be charged at an agreed rate.

Leases with Pactiv

We lease our corporate headquarters in Lake Forest, IL from Pactiv. We occupy approximately 70,000 square feet at market rent with a term of ten years, with one ten year renewal option. We also lease approximately 26,000 square feet in Pactiv's Canandaigua, NY facility for certain research and development activities. The Canandaigua lease is at market rent and has a term of five years, provided we have the right to terminate the lease on six months' notice.

Supply, Warehousing and Freight Agreements with Pactiv

We will enter into supply agreements to continue selling products to and buying products from Pactiv, as described above. These agreements will expire on December 31, 2024. Certain of the products we manufacture and sell to Pactiv are made using equipment in our plants that is owned by Pactiv, and certain of the products that Pactiv manufactures and sells to us are made using equipment in Pactiv's plants that is owned by us. Under the supply agreements, we and Pactiv agree to maintain the other party's equipment that is in such party's plants, provided that any required capital expenditures related to such equipment are the equipment owner's responsibility.

We will enter into a warehousing and freight services agreement with Pactiv to continue storing many of our finished goods in warehouses operated by Pactiv and to provide certain freight services for shipments from our plants to our warehouses (including Pactiv warehouses) and from our warehouses to our customers. The term of the warehousing services under the agreement will vary by location. The term of the freight services under the agreement is for approximately three years.

The prices and other terms of these agreements were negotiated on what we believe to be an arm's-length basis. Upon the expiration of these agreements we will be required to renegotiate such agreements with Pactiv on

mutually agreeable terms, or enter into other arrangements for such shared space or services (either by performing such services through our employees or contracting with other providers) or for the supply or sale of such products.

Tax Matters Agreement

Allocation of taxes

In connection with the distributions to be effected as part of the Corporate Reorganization, we, RGHL and RGHI will enter into the Tax Matters Agreement that will govern the parties' respective rights, responsibilities and obligations with respect to tax liabilities and benefits, tax attributes, the preparation and filing of tax returns, the control of audits and other tax proceedings and other matters regarding taxes. In general, we will be responsible for any U.S. federal, state, local or foreign taxes (and any related interest, penalties or audit adjustments) (i) imposed with respect to tax returns that include only us and/or any of our subsidiaries and (ii) imposed with respect to tax returns filed on a consolidated, combined, unitary or similar basis that include both us and/or any of our subsidiaries, on the one hand, and a member of RGHL Group, on the other hand, in each case, to the extent such taxes are attributable to our businesses for any periods or portions thereof after the closing of this offering.

Neither party's obligations under the Tax Matters Agreement will be limited in amount or subject to any cap. The Tax Matters Agreement will also assign responsibilities for administrative matters, such as the filing of returns, payment of taxes due, retention of records and conduct of audits, examinations or similar proceedings. In addition, the Tax Matters Agreement will provide for cooperation and information sharing with respect to tax matters.

RGHL Group will generally be responsible for preparing any tax return that includes a member of RGHL Group, including those that also include us and/or any of our subsidiaries. We will generally be responsible for preparing and filing any tax returns that include only us and/or any of our subsidiaries that relate to a period following the Corporate Reorganization.

The party responsible for preparing any tax return will generally have primary authority to control tax contests related to any such tax return. We will generally have exclusive authority to control tax contests with respect to tax returns that include only us and/or any of our subsidiaries that relate to a period following the Corporate Reorganization.

Preservation of the tax-free status of the distributions

Pursuant to the Tax Matters Agreement, we will also agree to certain covenants that contain restrictions intended to preserve the tax-free status of the distributions to be effected as part of the Corporate Reorganization. We may take certain actions prohibited by these covenants only if we obtain and provide to RGHL a ruling from the IRS or an opinion from a Tax advisor recognized as expert in federal income Tax and acceptable to RGHL in its sole discretion, in each case, to the effect that such action should not jeopardize the tax-free status of these transactions, or if we obtain prior written consent of RGHL, in its sole and absolute discretion, waiving such requirement. We will be barred from taking any action, or failing to take any action, where such action or failure to act adversely affects or could reasonably be expected to adversely affect the tax-free status of these distributions, for all relevant time periods. In addition, during the time period ending two years after the date of the distributions to be effected as part of the Corporate Reorganization, these covenants will include specific restrictions on our:

- discontinuing the active conduct of our trade or business;
- issuance or sale of stock or other securities (including securities convertible into our stock but excluding certain compensatory arrangements) in excess of 45% of our then-outstanding shares of common stock, in the aggregate;

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- amending our certificate of incorporation (or other organizational documents) or taking any other action, whether through a stockholder vote or otherwise, affecting the voting rights of our common stock; and
- entering into certain corporate transactions that could jeopardize the tax-free status of the distributions.

We will generally agree to indemnify members of RGHL Group against any and all tax-related liabilities incurred by them relating to these distributions to the extent caused by any action undertaken by us. This indemnification will apply even if RGHL has permitted us to take an action that would otherwise have been prohibited under the tax-related covenants described above.

Stockholders Agreement

In connection with this offering, we will enter into a stockholders agreement with PFL. Among other things, the stockholders agreement will provide PFL with the right to nominate a certain number of directors to our board of directors, so long as the Hart Entities beneficially own at least 10% of the outstanding shares of our common stock. The stockholders agreement will also provide PFL with the ability to assign its board nomination and other rights to Permitted Assigns at any time.

The stockholders agreement will provide that, subject to compliance with applicable law and Nasdaq rules, for so long as the Hart Entities beneficially own at least 50% of our common stock then outstanding, PFL shall be entitled to nominate the total number of directors comprising the entire board of directors; for so long as the Hart Entities beneficially own at least 40%, but less than 50%, of our common stock then outstanding, PFL shall be entitled to nominate a majority of directors to our board of directors; for so long as the Hart Entities beneficially own at least 30%, but less than 40%, of our common stock then outstanding, PFL shall be entitled to nominate 40% of the directors to our board of directors; for so long as the Hart Entities beneficially own at least 20%, but less than 30%, of our common stock then outstanding, PFL shall be entitled to nominate 25% of the directors to our board of directors; and for so long as the Hart Entities beneficially own at least 10%, but less than 20%, of our common stock then outstanding, PFL shall be entitled to nominate 10% of the directors to our board of directors. For purposes of calculating the number of directors that PFL is entitled to nominate pursuant to the formula outlined above, any fractional amounts would be rounded up to the nearest whole number and the calculation would be made on a pro forma basis, taking into account any increase in the size of our board of directors. In the case of a vacancy on our board of directors created by the removal or resignation of an individual selected for nomination by PFL, the stockholders agreement will require us to nominate another individual selected by PFL.

In addition, the stockholders agreement will provide that for so long as the Hart Entities beneficially own at least 10% of the outstanding shares of our common stock, PFL is entitled to nominate, pursuant to the formula outlined above, members of the compensation, nominating and corporate governance committee and the audit committee of our board of directors, except to the extent that such membership would violate applicable securities laws or rules.

The rights granted to PFL to nominate directors are additive to and not intended to limit in any way the rights that PFL may have to nominate, elect or remove our directors under our certificate of incorporation, bylaws or Delaware law.

Policies and Procedures for Transactions with Related Parties

In connection with this offering, we have adopted a policy that our executive officers, directors, nominees for election as a director, beneficial owners of 5% or more of our common stock and any members of the immediate family of any of the foregoing persons are not permitted to enter into a related party transaction with us without the approval or ratification of a designated committee of our board of directors (which will initially be the audit committee) or other committee designated by our board of directors made up solely of independent directors. Any request for us to enter into a transaction with an executive officer, director, nominee for election

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as a director, beneficial owner of 5% or more of our common stock or any member of the immediate family of any of the foregoing persons, in which the amount involved exceeds \$120,000 and such person would have a direct or indirect interest, must be presented to our audit committee or other committee of independent directors for review to determine whether the related party involved has a direct or indirect material interest in the transaction. In reviewing any such proposal, our audit committee or other committee of independent directors are to consider the relevant facts of the transaction, including the risks, costs and benefits to us and whether the transaction is on terms no less favorable than terms generally available to an unaffiliated third party under the same or similar circumstances.

PRINCIPAL STOCKHOLDERS

The following table sets forth information regarding beneficial ownership of our common stock as of _____, 2019 (as adjusted to give effect to the Corporate Reorganization), by:

- each person, or group of affiliated persons, known by us to own beneficially 5% or more of our common stock;
- each of the directors and NEOs individually; and
- all directors and executive officers as a group.

The number of shares of common stock outstanding after this offering includes _____ shares of common stock being offered for sale by us in this offering, _____ shares of common stock to be issued as part of the IPO Grants, and assumes no exercise of the underwriters' option to purchase additional shares. Unless otherwise indicated, the address for each listed stockholder is: c/o Reynolds Consumer Products Inc., 1900 W. Field Court, Lake Forest, Illinois, 60045. To our knowledge, except as indicated in the footnotes to this table and pursuant to applicable community property laws, the persons named in the table have sole voting and investment power with respect to all shares of common stock.

Name and Address of Beneficial Owner	Shares Beneficially Owned Before This Offering Common Stock		Shares Beneficially Owned After This Offering (1) Common Stock	
	Number	%	Number	%
5% Stockholder				
PFL(2)		100		
Named Executive Officers, Director Nominees and Directors				
Lance Mitchell	—	—		
Michael Graham	—	—		
David Bryla	—	—		
Stephan Pace	—	—		
Craig Cappel	—	—		
Gregory Cole	—	—		
Thomas Degnan	—	—		
Helen Golding	—	—		
Marla Gottschalk	—	—		
Richard Noll	—	—		

All executive officers, director nominees and directors as a group (ten persons)

- (1) Assumes no exercise of the underwriters' option to purchase additional shares. See "Underwriting (Conflicts of Interest)."
- (2) PFL is a wholly-owned subsidiary of PHL, which is wholly-owned by Mr. Graeme Hart. The principal business address of PFL, PHL and Mr. Graeme Hart is c/o Rank Group Limited, Floor 9, 148 Quay Street, Auckland, 1010 New Zealand.

DESCRIPTION OF CAPITAL STOCK

The following descriptions are summaries of the material terms of our amended and restated certificate of incorporation and amended and restated bylaws. Reference is made to the more detailed provisions of, and the descriptions are qualified in their entirety by reference to, these documents, copies of which will be filed with the SEC as exhibits to the registration statement of which this prospectus is a part, and applicable law.

General

Upon the closing of this offering, our amended and restated certificate of incorporation and bylaws will provide for one class of common stock. In addition, our amended and restated certificate of incorporation and amended and restated bylaws will authorize shares of undesignated preferred stock, the rights, preferences and privileges of which may be designated from time to time by our board of directors.

Following the closing this offering, our authorized capital stock will consist of _____ shares of common stock, par value \$0.001 per share and _____ shares of preferred stock, par value \$0.001 per share.

Common Stock

Common stock outstanding. Prior to the closing of this offering (after giving effect to the Corporate Reorganization) there were _____ shares of common stock outstanding. Upon closing of this offering, there will be _____ shares of common stock outstanding, assuming no exercise of the underwriters' option to purchase additional shares, after giving effect to the sale of the shares of common stock offered hereby and the IPO Grants. All outstanding shares of common stock are fully paid and non-assessable, and the shares of common stock to be issued upon the closing of this offering will be fully paid and non-assessable.

Voting rights. The holders of our common stock are entitled to one vote per share on all matters to be voted upon by the stockholders.

Dividend rights. Holders of shares of our common stock are entitled to receive dividends when, as and if declared by our board of directors out of funds legally available therefor, subject to preferences that may be applicable to any outstanding preferred stock. See "Dividend Policy."

Rights upon liquidation. In the event of liquidation, dissolution or winding up of the Company, the holders of common stock will be entitled to share equally, identically and ratably in all assets remaining after the payment of any liabilities, liquidation preferences and accrued or declared but unpaid dividends, if any, with respect to any outstanding preferred stock.

Other rights. Our common stock is not entitled to preemptive rights and is not subject to conversion, redemption or sinking fund provisions.

Preferred Stock

Our board of directors has the authority to issue preferred stock in one or more series and to fix the rights, preferences, privileges and restrictions thereof, including dividend rights, dividend rates, conversion rights, voting rights, terms of redemption, redemption prices, liquidation preferences and the number of shares constituting any series or the designation of such series, without further vote or action by the stockholders.

The issuance of preferred stock may have the effect of delaying, deferring or preventing a change in control of the Company without further action by the stockholders and may adversely affect the voting and other rights of the holders of common stock. At present, we have no plans to issue any of the preferred stock.

Election and Removal of Directors

Our board of directors will consist of between five and eleven directors. The exact number of directors will be fixed from time to time by resolution of the board. Upon the closing of this offering, our board of directors will consist of six directors. No director may be removed except for cause, and directors may be removed for cause by an affirmative vote of shares representing a majority of the shares then entitled to vote at an election of directors. Any vacancy occurring on the board of directors and any newly created directorship may be filled only by a board resolution approved by a majority of the remaining directors in office.

Staggered Board

Our amended and restated certificate of incorporation and our amended and restated bylaws provide that our board of directors will be divided into three classes serving staggered three-year terms. Class I, Class II and Class III directors will serve until our annual meetings of stockholders in _____, _____ and _____, respectively. At each annual meeting of stockholders, directors will be elected to succeed the class of directors whose terms have expired. This classification of our board of directors could have the effect of increasing the length of time necessary to change the composition of a majority of our board of directors. In general, at least two annual meetings of stockholders will be necessary for stockholders to effect a change in a majority of the members of our board of directors. An election of the directors shall be determined by a plurality of votes cast by the stockholders entitled to vote on the election. The holders of our common stock are not entitled to cumulative voting rights with respect to the election of directors.

Limits on Written Consents

Our amended and restated certificate of incorporation and our amended and restated bylaws provide that from and after the date on which the Hart Entities or Permitted Assigns no longer beneficially own more than 50% of the outstanding shares of our common stock, holders of our common stock will not be able to act by written consent without a meeting.

Stockholder Meetings

Our amended and restated certificate of incorporation and our amended and restated bylaws provide that special meetings of our stockholders may be called only by our Chief Executive Officer, the chairman of our board of directors, a majority of the directors, or stockholders holding 50% of the voting power of our outstanding common stock (which ability of stockholders to call special meetings will terminate once the Hart Entities or Permitted Assigns beneficially own less than 50% of the outstanding shares of our common stock). Our amended and restated certificate of incorporation and our amended and restated bylaws will specifically deny any power of any other person to call a special meeting.

Amendment of Certificate of Incorporation

The provisions of our amended and restated certificate of incorporation may be amended only by the affirmative vote of holders of at least a majority of the voting power of our outstanding shares of voting stock, for as long as the Hart Entities or Permitted Assigns beneficially own more than 50% of the outstanding shares of our common stock. From and after the date on which the Hart Entities or Permitted Assigns no longer beneficially own more than 50% of the outstanding shares of our common stock, the affirmative vote of holders of at least 66²/₃% of the voting power of our outstanding shares of common stock will be required to amend provisions of our amended and restated certificate of incorporation.

Amendment of Bylaws

Our amended and restated bylaws may generally be altered, amended or repealed, and new bylaws may be adopted, with:

- the affirmative vote of a majority of directors present at any regular or special meeting of the board of directors called for that purpose; or
- the affirmative vote of holders of at least a majority of the voting power of our outstanding shares of voting stock for as long as the Hart Entities or Permitted Assigns beneficially own more than 50% of the outstanding shares of our common stock. From and after the date on which the Hart Entities or Permitted Assigns no longer beneficially own more than 50% of the outstanding shares of our common stock, the affirmative vote of holders of at least 66²/₃% of the voting power of our outstanding shares of common stock will be required to amend provisions of our bylaws.

Other Limitations on Stockholder Actions

Our amended and restated bylaws will also impose some procedural requirements on stockholders who wish to:

- make nominations in the election of directors;
- propose that a director be removed;
- propose any repeal or change in our bylaws; or
- propose any other business to be brought before an annual or special meeting of stockholders.

Under these procedural requirements, in order to bring a proposal before a meeting of stockholders, a stockholder must deliver timely notice of a proposal pertaining to a proper subject for presentation at the meeting to our corporate secretary along with the following:

- a description of the business or nomination to be brought before the meeting and the reasons for conducting such business at the meeting;
- the stockholder's name and address;
- any material interest of the stockholder in the proposal;
- the number of shares beneficially owned by the stockholder and evidence of such ownership;
- the names and addresses of all persons with whom the stockholder is acting in concert and a description of all arrangements and understandings with those persons, and the number of shares such persons beneficially own;
- a description of any agreement or arrangement that has been entered into, the effect or intent of which is to create or mitigate loss to, manage risk or benefit of share price changes for, or increase or decrease the voting power of, such stockholder with respect to the Company's securities; and
- representations (i) that the stockholder is a holder of record entitled to vote and intends to appear in person or by proxy at such meeting to bring such business before the meeting and (ii) as to whether such stockholder intends to deliver a proxy statement to holders of the required voting power to approve the proposal or otherwise solicit proxies in support of the proposal.

To be timely, a stockholder must generally deliver notice:

- in connection with an annual meeting of stockholders, not less than 120 nor more than 180 days prior to the date on which the annual meeting of stockholders was held in the immediately preceding year, but in

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the event that the date of the annual meeting is more than 30 days before or more than 60 days after the anniversary date of the preceding annual meeting of stockholders, a stockholder notice will be timely if received by us no earlier than 120 days prior to such annual meeting and not later than the close of business on the later of (1) 70 days prior to the date of the annual meeting and (2) the 10th day following the day on which we first publicly announce the date of the annual meeting; or

- in connection with the election of a director at a special meeting of stockholders, a stockholder notice will be timely if received by us (1) not earlier than 150 days prior to the date of the special meeting nor (2) later than the later of (a) 120 days prior to the date of the special meeting or (b) the 10th day following the day on which public announcement of the date of the special meeting of the stockholders is first made.

In order to submit a nomination for our board of directors, a stockholder must also submit any information with respect to the nominee that we would be required to include in a proxy statement, as well as certain other information. If a stockholder fails to follow the required procedures, the stockholder's proposal or nominee will be ineligible and will not be voted on by our stockholders.

Limitation of Liability of Directors and Officers

Our amended and restated certificate of incorporation will provide that no director will be personally liable to us or our stockholders for monetary damages for breach of fiduciary duty as a director, except as required by applicable law, as in effect from time to time. Currently, Delaware law requires that liability be imposed for the following:

- any breach of the director's duty of loyalty to our company or our stockholders;
- any act or omission not in good faith or which involved intentional misconduct or a knowing violation of law;
- unlawful payments of dividends or unlawful stock repurchases or redemptions as provided in Section 174 of the Delaware General Corporation Law; and
- any transaction from which the director derived an improper personal benefit.

As a result, neither we nor our stockholders have the right, through stockholders' derivative suits on our behalf, to recover monetary damages against a director for breach of fiduciary duty as a director, including breaches resulting from grossly negligent behavior, except in the situations described above.

Our amended and restated bylaws will provide that, to the fullest extent permitted by law, we will indemnify any officer or director of our company against all damages, claims and liabilities arising out of the fact that the person is or was our director or officer, or served any other enterprise at our request as a director, officer, employee, agent or fiduciary. We will reimburse the expenses, including attorneys' fees, incurred by a person indemnified by this provision when we receive an undertaking to repay such amounts if it is ultimately determined that the person is not entitled to be indemnified by us. Amending this provision will not reduce our indemnification obligations relating to actions taken before an amendment.

Forum Selection

Our amended and restated certificate of incorporation will provide that unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware will, to the fullest extent permitted by applicable law, be the sole and exclusive forum for:

- any derivative action or proceeding brought on our behalf;
- any action asserting a claim of breach of fiduciary duty owed by any of our directors, officers or other employees or our stockholders;

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- any action asserting a claim arising pursuant to any provision of the Delaware General Corporation Law; or
- any action asserting a claim governed by the internal affairs doctrine.

In each such case subject to such Court of Chancery having personal jurisdiction over the indispensable parties named as defendants therein.

Notwithstanding the foregoing, the exclusive forum provision will not apply to suits brought to enforce any liability or duty created by the Exchange Act, the Securities Act or any other claim for which the federal courts have exclusive jurisdiction. Any person or entity purchasing or otherwise acquiring any interest in shares of our capital stock shall be deemed to have notice of and consented to the foregoing forum selection provisions. Although we believe these provisions will benefit us by providing increased consistency in the application of Delaware law for the specified types of actions and proceedings, the provisions may have the effect of discouraging lawsuits against our directors, officers, employees and agents. The enforceability of similar exclusive forum provisions in other companies' certificates of incorporation has been challenged in legal proceedings, and it is possible that, in connection with one or more actions or proceedings described above, a court could rule that this provision in our amended and restated certificate of incorporation is inapplicable or unenforceable.

Delaware Business Combination Statute

Section 203 of the Delaware General Corporation Law prevents an "interested stockholder," which is defined generally as a person owning 15% or more of a corporation's voting stock, or any affiliate or associate of that person, from engaging in a broad range of "business combinations" with the corporation for three years after becoming an interested stockholder unless:

- the board of directors of the corporation had previously approved either the business combination or the transaction that resulted in the stockholder's becoming an interested stockholder;
- upon the closing of the transaction that resulted in the stockholder's becoming an interested stockholder, that person owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, other than statutorily excluded shares; or
- following the transaction in which that person became an interested stockholder, the business combination is approved by the board of directors of the corporation and holders of at least two-thirds of the outstanding voting stock not owned by the interested stockholder.

A Delaware corporation may elect in its certificate of incorporation or bylaws not to be governed by this particular Delaware law. Under our amended and restated certificate of incorporation, we will opt out of Section 203 of the Delaware General Corporation Law and will therefore not be subject to Section 203.

Anti-Takeover Effects of Some Provisions

Some provisions of our amended and restated certificate of incorporation and amended and restated bylaws could make the following more difficult:

- acquisition of control of us by means of a proxy contest or otherwise, or
- removal of our incumbent officers and directors.

These provisions, as well as our ability to issue preferred stock, are designed to discourage coercive takeover practices and inadequate takeover bids. These provisions are also designed to encourage persons seeking to acquire control of us to first negotiate with our board of directors. We believe that the benefits of

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increased protection give us the potential ability to negotiate with the proponent of an unfriendly or unsolicited proposal to acquire or restructure us, and that the benefits of this increased protection outweigh the disadvantages of discouraging those proposals, because negotiation of those proposals could result in an improvement of their terms.

Listing

We intend to apply to list our common stock on Nasdaq under the symbol “REYN.”

Transfer Agent and Registrar

The transfer agent and registrar for the common stock is

.

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MATERIAL U.S. FEDERAL TAX CONSIDERATIONS FOR NON-U.S. HOLDERS OF COMMON STOCK

The following are the material U.S. federal income and estate tax consequences of the ownership and disposition of our common stock acquired in this offering by a “Non-U.S. Holder” that does not own, and has not owned, actually or constructively, more than 5% of our common stock. You are a Non-U.S. Holder if for U.S. federal income tax purposes you are a beneficial owner of our common stock that is:

- a nonresident alien individual;
- a foreign corporation; or
- a foreign estate or trust.

You are not a Non-U.S. Holder if you are a nonresident alien individual present in the United States for 183 days or more in the taxable year of disposition, or if you are a former citizen or former resident of the United States for U.S. federal income tax purposes. If you are such a person, you should consult your tax adviser regarding the U.S. federal income tax consequences of the ownership and disposition of our common stock.

If you are a partnership for U.S. federal income tax purposes, the U.S. federal income tax treatment of a partner will generally depend on the status of the partner and your activities.

This discussion is based on the Code, administrative pronouncements, judicial decisions and final, temporary and proposed Treasury regulations, changes to any of which subsequent to the date of this prospectus may affect the tax consequences described herein, possibly with retroactive effect. This discussion does not describe all of the tax consequences that may be relevant to you in light of your particular circumstances, including alternative minimum tax and Medicare contribution tax consequences and does not address any aspect of state, local or non-U.S. taxation, or any taxes other than income and estate taxes. You should consult your tax adviser with regard to the application of the U.S. federal tax laws to your particular situation, as well as any tax consequences arising under the laws of any state, local or non-U.S. taxing jurisdiction.

Dividends

Distributions of cash or other property will constitute dividends for U.S. federal income tax purposes to the extent paid from our current or accumulated earnings and profits, as determined under U.S. federal income tax principles. To the extent those distributions exceed our current and accumulated earnings and profits, they will constitute a return of capital, which will first reduce your basis in our common stock, but not below zero, and then will be treated as gain from the sale of our common stock, as described below under “—Gain on Disposition of Our Common Stock.”

Dividends paid to you generally will be subject to withholding tax at a 30% rate or a reduced rate specified by an applicable income tax treaty. In order to obtain a reduced rate of withholding (subject to the discussion below under “—FATCA”), you will be required to provide a properly executed applicable IRS Form W-8 certifying your entitlement to benefits under a treaty.

If dividends paid to you are effectively connected with your conduct of a trade or business in the United States (and, if required by an applicable income tax treaty, are attributable to a permanent establishment or fixed base maintained by you in the United States), you will generally be taxed on the dividends in the same manner as a U.S. person. In this case, you will be exempt from the withholding tax discussed in the preceding paragraph, although you will be required to provide a properly executed IRS Form W-8ECI in order to claim an exemption from withholding. You should consult your tax adviser with respect to other U.S. tax consequences of the ownership and disposition of our common stock, including the possible imposition of a branch profits tax at a rate of 30% (or a lower treaty rate) if you are a corporation.

Gain on Disposition of Our Common Stock

Subject to the discussions below under “—Information Reporting and Backup Withholding” and “—FATCA,” you generally will not be subject to U.S. federal income or withholding tax on gain realized on a sale or other taxable disposition of our common stock unless:

- the gain is effectively connected with your conduct of a trade or business in the United States (and, if required by an applicable income tax treaty, is attributable to a permanent establishment or fixed base maintained by you in the United States), or
- we are or have been a “United States real property holding corporation,” as defined in the Code, at any time within the five-year period preceding the disposition or your holding period, whichever period is shorter, and our common stock has ceased to be regularly traded on an established securities market prior to the beginning of the calendar year in which the sale or disposition occurs.

We believe that we are not, and do not anticipate becoming, a United States real property holding corporation.

If you recognize gain on a sale or other disposition of our common stock that is effectively connected with your conduct of a trade or business in the United States (and if required by an applicable income tax treaty, is attributable to a permanent establishment or fixed base maintained by you in the United States), you will generally be taxed on such gain in the same manner as a U.S. person. You should consult your tax adviser with respect to other U.S. tax consequences of the ownership and disposition of our common stock, including the possible imposition of a branch profits tax at a rate of 30% (or a lower treaty rate) if you are a corporation.

Information Reporting and Backup Withholding

Information returns are required to be filed with the IRS in connection with payments of dividends on our common stock. Unless you comply with certification procedures to establish that you are not a U.S. person, information returns may also be filed with the IRS in connection with the proceeds from a sale or other disposition of our common stock. You may be subject to backup withholding on payments on our common stock or on the proceeds from a sale or other disposition of our common stock unless you comply with certification procedures to establish that you are not a U.S. person or otherwise establish an exemption. Your provision of a properly executed applicable IRS Form W-8 certifying your non-U.S. status will permit you to avoid backup withholding. Amounts withheld under the backup withholding rules are not additional taxes and may be refunded or credited against your U.S. federal income tax liability, provided the required information is timely furnished to the IRS.

FATCA

Provisions of the Code commonly referred to as “FATCA” require withholding of 30% on payments of dividends on our common stock, as well as of gross proceeds of dispositions of our common stock, to “foreign financial institutions” (which is broadly defined for this purpose and in general includes investment vehicles) and certain other non-U.S. entities unless various U.S. information reporting and due diligence requirements (generally relating to ownership by U.S. persons of interests in or accounts with those entities) have been satisfied, or an exemption applies. An intergovernmental agreement between the United States and an applicable foreign country may modify these requirements. Under proposed regulations the preamble to which states that taxpayers may rely on the proposed regulations until final regulations are issued, this withholding tax will not apply to the gross proceeds from the sale, exchange, redemption or other taxable disposition of our common stock. If FATCA withholding is imposed, a beneficial owner that is not a foreign financial institution generally may obtain a refund of any amounts withheld by filing a U.S. federal income tax return (which may entail significant administrative burden). You should consult your tax adviser regarding the effects of FATCA on your investment in our common stock.

Federal Estate Tax

Individual Non-U.S. Holders and entities the property of which is potentially includible in such an individual's gross estate for U.S. federal estate tax purposes (for example, a trust funded by such an individual and with respect to which the individual has retained certain interests or powers), should note that, absent an applicable treaty exemption, our common stock will be treated as U.S.-situs property subject to U.S. federal estate tax.

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no market for our common stock. Future sales of substantial amounts of our common stock in the public market could adversely affect market prices prevailing from time to time. Furthermore, because only a limited number of shares will be available for sale shortly after this offering due to existing contractual and legal restrictions on resale as described below, there may be sales of substantial amounts of our common stock in the public market after the restrictions lapse. This may adversely affect the prevailing market price and our ability to raise equity capital in the future.

Upon completion of this offering and the issuance of the IPO Grants, we will have _____ shares of common stock outstanding assuming no exercise of the underwriters' option to purchase additional shares. Of these shares, the _____ shares of common stock, or _____ shares of common stock if the underwriters exercise their option to purchase additional shares in full, sold in this offering will be freely transferable without restriction or registration under the Securities Act, except for any shares purchased by one of our existing "affiliates," as that term is defined in Rule 144 under the Securities Act. The shares of common stock issued pursuant to the IPO Grants will be subject to vesting conditions. The _____ shares of common stock held by PFL are "restricted shares" as defined in Rule 144. Restricted shares may be sold in the public market only if registered or if they qualify for an exemption from registration under Rules 144 of the Securities Act. As a result of the contractual 180-day lock-up period described below and the provisions of Rules 144, these shares will be available for sale in the public market as follows:

Number of Shares

Date

On the date of this prospectus.

After 180 days from the date of this prospectus (subject to volume limitations).

At various times after 180 days from the date of this prospectus (subject to volume limitations).

Rule 144

In general, a person (or persons whose shares are aggregated) who has beneficially owned restricted shares of our common stock for at least six months would be entitled to sell such securities, provided that (i) such person is not deemed to have been one of our affiliates at the time of, or at any time during the 90 days preceding, a sale and (ii) we are subject to the Exchange Act periodic reporting requirements for at least 90 days before the sale. Persons who have beneficially owned restricted shares of our common stock for at least six months but who are our affiliates at the time of, or any time during the 90 days preceding, a sale, would be subject to additional restrictions, by which such person would be entitled to sell within any three month period only a number of securities that does not exceed the greater of either of the following:

- 1% of the number of shares of our common stock then outstanding, which will equal approximately _____ shares immediately after this offering, assuming no exercise of the underwriters' option to purchase additional shares; or
- the average weekly trading volume of our common stock on the _____ during the four calendar weeks preceding the filing of a notice on Form 144 with respect to the sale;

provided, in each case, that we are subject to the Exchange Act periodic reporting requirements for at least 90 days before the sale. Such sales both by affiliates and by non-affiliates must also comply with the manner of sale, current public information and notice provisions of Rule 144 to the extent applicable.

Registration Statement on Form S-8

We intend to file a registration statement on Form S-8 under the Securities Act to register all of the shares of common stock subject to issuance under our 2020 incentive award plan and the IPO Grants, which will be adopted in connection with this offering. We expect to file this registration statement as promptly as possible after the completion of this offering. Any such Form S-8 registration statement will automatically become effective upon filing. Accordingly, shares registered under such registration statement will be available for sale in the open market, subject to vesting or transfer restrictions that may be applicable to such awards. We expect that the registration statement on Form S-8 relating to the IPO Grants and our 2020 incentive award plan, which will be adopted in connection with this offering, will cover approximately _____ shares of common stock.

Registration Rights

In connection with this offering, we will enter into an agreement that will provide that PFL will be entitled to various rights with respect to the registration of the offer and sale of the shares it holds under the Securities Act. If the offer and sale of these shares is registered, these shares will become freely tradable without restriction under the Securities Act immediately upon the effectiveness of the registration, except for shares purchased by affiliates.

Lock-up Agreements

We, our directors, our executive officers and PFL have agreed, subject to certain exceptions, not to offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, or enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any shares of common stock or any securities convertible into or exercisable or exchangeable for shares of common stock for a period of 180 days after the date of this prospectus, without the prior written consent of Credit Suisse Securities (USA) LLC, Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC. See “Underwriting (Conflicts of Interest)” for a description of the lock-up agreements applicable to our shares.

UNDERWRITING (CONFLICTS OF INTEREST)

Under the terms and subject to the conditions in an underwriting agreement dated the date of this prospectus, we have agreed to sell to the underwriters named below, for whom Credit Suisse Securities (USA) LLC, Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC are acting as representatives, the following respective number of shares of common stock:

<u>Name</u>	<u>Number of Shares</u>
Credit Suisse Securities (USA) LLC	
Goldman Sachs & Co. LLC	
J.P. Morgan Securities LLC	
Barclays Capital Inc.	
Citigroup Global Markets Inc.	
Evercore Group L.L.C.	
RBC Capital Markets, LLC	
HSBC Securities (USA) Inc.	
Stifel, Nicolaus & Company, Incorporated	
SunTrust Robinson Humphrey, Inc.	
Total	

The underwriting agreement provides that the underwriters are obligated to purchase all the shares of common stock in this offering if any are purchased, other than those shares covered by the option to purchase additional shares described below. The underwriting agreement also provides that if an underwriter defaults the purchase commitments of non-defaulting underwriters may be increased or this offering may be terminated.

We have agreed to indemnify the underwriters and Credit Suisse Securities (USA) LLC in its capacity as qualified independent underwriter and certain of their controlling persons against certain liabilities, including liabilities under the Securities Act, and to contribute to payments that the underwriters may be required to make in respect of those liabilities.

We have granted the underwriters a 30-day option to purchase on a pro rata basis up to _____ additional shares of common stock from us at the initial public offering price less the underwriting discounts and commissions. The option may be exercised only to cover any over-allotments of common stock.

The underwriters propose to offer the shares of common stock initially at the public offering price on the cover page of this prospectus and to selling group members at that price less a selling concession of up to \$ _____ per share. After the initial public offering the representatives may change the public offering price and selling concession. The offering of the shares by the underwriters is subject to receipt and acceptance and subject to the underwriters' right to reject any order in whole or in part.

The following table summarizes the compensation and estimated expenses we will pay.

	<u>Per Share</u>		<u>Total</u>	
	<u>Without Option</u>	<u>With Option</u>	<u>Without Option</u>	<u>With Option</u>
Underwriting discounts and commissions	\$	\$	\$	\$
Expenses payable	\$	\$	\$	\$

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We have agreed, subject to certain exceptions, that we will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, or file with the SEC a registration statement under the Securities Act relating to, any shares of our common stock or securities convertible into or exchangeable or exercisable for any shares of our common stock, or publicly disclose the intention to make any offer, sale, pledge, disposition or filing, without the prior written consent of Credit Suisse Securities (USA) LLC, Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC for a period of 180 days after the date of this prospectus.

Our executive officers and directors and PFL have agreed that they will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any shares of our common stock or securities convertible into or exchangeable or exercisable for any shares of our common stock, enter into a transaction that would have the same effect, or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of our common stock, whether any of these transactions are to be settled by delivery of our common stock or other securities, in cash or otherwise, or publicly disclose the intention to make any offer, sale, pledge or disposition, or to enter into any transaction, swap, hedge or other arrangement, without, in each case, the prior written consent of Credit Suisse Securities (USA) LLC, Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC for a period of 180 days after the date of this prospectus, subject to certain exceptions.

We intend to apply to list our common stock on Nasdaq, under the symbol "REYN."

Prior to this offering, there has been no public market for our common stock. The initial public offering price was determined by negotiations between us and the representatives and will not necessarily reflect the market price of the common stock following this offering. The principal factors that were considered in determining the initial public offering price included:

- the information presented in this prospectus and otherwise available to the underwriters;
- the history of, and prospects for, the industry in which we will compete;
- the ability of our management;
- the prospects for our future earnings;
- the present state of our development, results of operations and our current financial condition;
- the general condition of the securities markets at the time of this offering; and
- the recent market prices of, and the demand for, publicly traded common stock of generally comparable companies.

We cannot assure you that the initial public offering price will correspond to the price at which the common stock will trade in the public market subsequent to this offering or that an active trading market for the common stock will develop and continue after this offering.

In connection with this offering the underwriters may engage in stabilizing transactions, over-allotment transactions, syndicate covering transactions and penalty bids.

- Stabilizing transactions permit bids to purchase the underlying security so long as the stabilizing bids do not exceed a specified maximum.
- Over-allotment involves sales by the underwriters of shares in excess of the number of shares the underwriters are obligated to purchase, which creates a syndicate short position. The short position may be either a covered short position or a naked short position. In a covered short position, the number of shares over-allotted by the underwriters is not greater than the number of shares that they may purchase in the option to purchase additional shares. In a naked short position, the number of shares involved is greater than the number of shares in the option to purchase additional shares. The underwriters may close

out any covered short position by either exercising their option to purchase additional shares and/or purchasing shares in the open market.

- Syndicate covering transactions involve purchases of the common stock in the open market after the distribution has been completed in order to cover syndicate short positions. In determining the source of shares to close out the short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase shares through the option to purchase additional shares. If the underwriters sell more shares than could be covered by the option to purchase additional shares, a naked short position, the position can only be closed out by buying shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there could be downward pressure on the price of the shares in the open market after pricing that could adversely affect investors who purchase shares in this offering.
- Penalty bids permit the representatives to reclaim a selling concession from a syndicate member when the common stock originally sold by the syndicate member is purchased in a stabilizing or syndicate covering transaction to cover syndicate short positions.

These stabilizing transactions, syndicate covering transactions and penalty bids may have the effect of raising or maintaining the market price of our common stock or preventing or retarding a decline in the market price of our common stock. As a result the price of our common stock may be higher than the price that might otherwise exist in the open market. These transactions may be effected on Nasdaq or otherwise and, if commenced, may be discontinued at any time.

A prospectus in electronic format may be made available on the web sites maintained by one or more of the underwriters, or selling group members, if any, participating in this offering and one or more of the underwriters participating in this offering may distribute prospectuses electronically. The representatives may agree to allocate a number of shares to underwriters and selling group members for sale to their online brokerage account holders. Internet distributions will be allocated by the underwriters and selling group members that will make internet distributions on the same basis as other allocations.

The underwriters and their respective affiliates are full-service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. Certain of the underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for us, for which they received or will receive customary fees and expenses.

In addition, in the ordinary course of their business activities, the underwriters and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. These investments and securities activities may involve securities and/or instruments of ours or our affiliates. The underwriters and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

An affiliate of Goldman Sachs & Co. LLC, an underwriter in this offering, is the lender under our IPO Settlement Facility that will be repaid with net proceeds of this offering. See "Use of Proceeds". As a result of the repayment of our IPO Settlement Facility, we expect affiliates of Goldman Sachs & Co. LLC will receive at least 5% of the net proceeds of this offering. As a result of this repayment, we expect a "conflict of interest" will be deemed to exist under FINRA Rule 5121(f)(5)(C)(i), and this offering will be made in compliance with the applicable provisions of FINRA Rule 5121. To comply with Rule 5121, Goldman Sachs & Co. LLC will not confirm any sales to any account over which it exercises discretionary authority without the specific written approval of the transaction from the account holder.

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Rule 5121 requires that a “qualified independent underwriter” has participated in the preparation of the offering documents and has exercised the usual standards of due diligence in respect thereto. Accordingly, Credit Suisse Securities (USA) LLC is assuming the responsibilities of acting as the qualified independent underwriter in pricing the offering and conducting due diligence.

Credit Suisse Loan Funding LLC, an affiliate of Credit Suisse Securities (USA) LLC, is the lead arranger and bookrunner for the New Term Loan Facility. Credit Suisse AG, Cayman Islands Branch, an affiliate of Credit Suisse Securities (USA) LLC, is anticipated to be the administrative agent and the collateral agent in respect of the New Term Loan Facility and is anticipated to be a lender and an issuing bank thereunder. Certain of the other underwriters or their affiliates are also acting as arrangers and bookrunners for, and are anticipated to be lenders and issuing banks under, the New Term Loan Facility.

Certain affiliates of Credit Suisse Securities (USA) LLC, Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC and certain of the other underwriters have preexisting lending relationships with PHL, PFL and/or RGHL Group and certain of their respective affiliates.

Goldman Sachs & Co. LLC and JPMorgan Securities plc, an affiliate of J.P. Morgan Securities LLC, and certain of their current or former affiliates are among the named defendants in consolidated antitrust lawsuits brought by several groups of plaintiffs, including an affiliate of Reynolds Consumer Products Inc. The plaintiffs allege violations of federal antitrust laws and state laws in connection with the storage of aluminum and aluminum trading between 2010 and 2016. This case is currently pending in the United States District Court for the Southern District of New York.

Selling Restrictions

Other than in the United States, no action has been taken by us or the underwriters that would permit a public offering of the securities offered by this prospectus in any jurisdiction where action for that purpose is required. The securities offered by this prospectus may not be offered or sold, directly or indirectly, nor may this prospectus or any other offering material or advertisements in connection with the offer and sale of any such securities be distributed or published in any jurisdiction, except under circumstances that will result in compliance with the applicable rules and regulations of that jurisdiction. Persons into whose possession this prospectus comes are advised to inform themselves about and to observe any restrictions relating to the offering and the distribution of this prospectus. This prospectus does not constitute an offer to sell or a solicitation of an offer to buy any securities offered by this prospectus in any jurisdiction in which such an offer or a solicitation is unlawful.

Notice to Prospective Investors in the European Economic Area

In relation to each Member State of the European Economic Area (each a “Member State”), no securities have been offered or will be offered to the public in that Member State prior to the publication of a prospectus in relation to the securities which has been approved by the competent authority in that Member State or, where appropriate, approved in another Member State and notified to the competent authority in that Member State, all in accordance with the Prospectus Regulation, except that offers of securities may be made to the public in that Member State at any time under the following exemptions under the Prospectus Regulation:

- (a) to any legal entity which is a qualified investor as defined under the Prospectus Regulation;
- (b) to fewer than 150 natural or legal persons (other than qualified investors as defined under the Prospectus Regulation), subject to obtaining the prior consent of the representatives for any such offer; or
- (c) in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of securities shall require the Issuer or any Manager to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an “offer to the public” in relation to any securities in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and any securities to be offered so as to enable an investor to decide to purchase or subscribe for any securities, and the expression “Prospectus Regulation” means Regulation (EU) 2017/1129.

Notice to Prospective Investors in the United Kingdom

Each of the underwriters severally represents, warrants and agrees as follows:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (FSMA)) received by it in connection with the issue or sale of the securities in circumstances in which Section 21 of the FSMA does not apply to us; and
- (b) it has complied with, and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the securities in, from or otherwise involving the United Kingdom.

Notice to Prospective Investors in Canada

The securities may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the securities must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser’s province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser’s province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

Notice to Prospective Investors in Japan

The securities have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended) and accordingly, will not be offered or sold, directly or indirectly, in Japan, or for the benefit of any Japanese Person or to others for re-offering or resale, directly or indirectly, in Japan or to any Japanese Person, except in compliance with all applicable laws, regulations and ministerial guidelines promulgated by relevant Japanese governmental or regulatory authorities in effect at the relevant time. For the purposes of this paragraph, “Japanese Person” shall mean any person resident in Japan, including any corporation or other entity organized under the laws of Japan.

Notice to Prospective Investors in Switzerland

The securities may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange, or SIX, or on any other stock exchange or regulated trading facility in Switzerland. This document has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither this document nor any other offering or marketing material relating to the securities or the offering may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this document nor any other offering or marketing material relating to the offering, the Company or the securities have been or will be filed with or approved by any Swiss regulatory authority. In particular, this document will not be filed with, and the offer of securities will not be supervised by, the Swiss Financial Market Supervisory Authority FINMA, or FINMA, and the offer of securities has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes, or CISA. The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of shares.

Notice to Prospective Investors in Hong Kong

The securities may not be offered or sold in Hong Kong by means of any document other than (i) to “professional investors” as defined in the Securities and Futures Ordinance (Cap.571) of Hong Kong and any rules made under that Ordinance, or (ii) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies Ordinance (Cap.32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance. No advertisement, invitation or document relating to the depositary securities may be issued or may be in the possession of any person for the purpose of issue, whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to depositary securities which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

Notice to Prospective Investors in Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of securities may not be circulated or distributed, nor may the securities be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than:

- (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the “SFA”),
- (ii) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275, of the SFA, or
- (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the securities are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the securities pursuant to an offer made under Section 275 of the SFA except:

- (a) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (b) where no consideration is or will be given for the transfer;
- (c) where the transfer is by operation of law;
- (d) as specified in Section 276(7) of the SFA; or
- (e) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

Notice to Prospective Investors in Australia

This prospectus is not a formal disclosure document and has not been, nor will be, lodged with the Australian Securities and Investments Commission. It does not purport to contain all information that an investor or their professional advisers would expect to find in a prospectus or other disclosure document (as defined in the Corporations Act 2001 (Australia)) for the purposes of Part 6D.2 of the Corporations Act 2001 (Australia) or in a product disclosure statement for the purposes of Part 7.9 of the Corporations Act 2001 (Australia), in either case, in relation to the securities. The securities are not being offered in Australia to "retail clients" as defined in sections 761G and 761GA of the Corporations Act 2001 (Australia). This offering is being made in Australia solely to "wholesale clients" for the purposes of section 761G of the Corporations Act 2001 (Australia) and, as such, no prospectus, product disclosure statement or other disclosure document in relation to the securities has been, or will be, prepared.

This prospectus does not constitute an offer in Australia other than to persons who do not require disclosure under Part 6D.2 of the Corporations Act 2001 (Australia) and who are wholesale clients for the purposes of section 761G of the Corporations Act 2001 (Australia). By submitting an application for the securities, you represent and warrant to us that you are a person who does not require disclosure under Part 6D.2 and who is a wholesale client for the purposes of section 761G of the Corporations Act 2001 (Australia). If any recipient of this prospectus is not a wholesale client, no offer of, or invitation to apply for, the securities shall be deemed to be made to such recipient and no applications for such securities will be accepted from such recipient. Any offer to a recipient in Australia, and any agreement arising from acceptance of such offer, is personal and may only be accepted by the recipient. In addition, by applying for the securities you undertake to us that, for a period of 12 months from the date of issue of the securities, you will not transfer any interest in the securities to any person in Australia other than to a person who does not require disclosure under Part 6D.2 and who is a wholesale client.

LEGAL MATTERS

The validity of the issuance of the shares of capital stock offered hereby and certain legal matters in connection with this offering will be passed upon for us by Davis Polk & Wardwell LLP. The underwriters have been represented by Cravath, Swaine & Moore LLP.

EXPERTS

The financial statements as of December 31, 2018 and 2017 and for each of the three years in the period ended December 31, 2018 included in this prospectus have been so included in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to the common stock offered hereby. This prospectus does not contain all of the information set forth in the registration statement and the exhibits and schedules thereto. For further information with respect to the Company and its common stock, reference is made to the registration statement and the exhibits and any schedules filed therewith. Statements contained in this prospectus as to the contents of any contract or other document referred to are not necessarily complete and in each instance, if such contract or document is filed as an exhibit, reference is made to the copy of such contract or other document filed as an exhibit to the registration statement, each statement being qualified in all respects by such reference. The SEC maintains a website at www.sec.gov that contains reports, proxy and information statements and other information we have filed electronically with the SEC.

As a result of this offering, we will be required to file periodic reports and other information with the SEC. We also maintain a website at www.reynoldsconsumerproducts.com. Our website and the information contained therein or connected thereto shall not be deemed to be incorporated into this prospectus or the registration statement of which it forms a part.

We intend to make available to our stockholders annual reports containing consolidated financial statements audited by an independent registered public accounting firm.

**Reynolds Consumer Group
Combined Financial Statements
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Report of Independent Registered Public Accounting Firm

To the Shareholder and Board of Directors of Reynolds Group Holdings Limited

Opinion on the Financial Statements

We have audited the accompanying combined balance sheets of the Reynolds Consumer Group, which is comprised of the Reynolds Consumer Products segment of Reynolds Group Holdings Limited, (the “Company”) as of December 31, 2018 and 2017, and the related combined statements of income, of comprehensive income, of equity (deficit) and of cash flows for each of the three years in the period ended December 31, 2018, including the related notes (collectively referred to as the “combined financial statements”). In our opinion, the combined financial statements present fairly, in all material respects, the combined financial position of the Reynolds Consumer Group as of December 31, 2018 and 2017, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2018 in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These combined financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s combined financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (“PCAOB”) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits of these combined financial statements in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the combined financial statements are free of material misstatement, whether due to error or fraud.

Our audits included performing procedures to assess the risks of material misstatement of the combined financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the combined financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the combined financial statements. We believe that our audits provide a reasonable basis for our opinion.

Subsequent Event

As discussed in Note 15 to the combined financial statements, the Company settled significant related party balances with Reynolds Group Holdings Limited and its subsidiaries in June 2019.

/s/ PricewaterhouseCoopers LLP

Chicago, Illinois

August 28, 2019, except for the effects of the segment change described in Note 13, as to which the date is October 25, 2019.

We have served as the Company’s auditor since 2015.

Reynolds Consumer Group
Combined Statements of Income
For the Years Ended December 31
(in millions)

	<u>2018</u>	<u>2017</u>	<u>2016</u>
Net revenues	\$ 2,981	\$ 2,809	\$ 2,792
Related party net revenues	161	148	143
Total net revenues	3,142	2,957	2,935
Cost of sales	(2,310)	(2,095)	(2,048)
Gross profit	832	862	887
Selling, general and administrative expenses	(288)	(294)	(325)
Other expense, net	(31)	(28)	(28)
Income from operations	513	540	534
Non-operating expense, net	—	—	(10)
Interest expense, net	(280)	(322)	(391)
Income before income taxes	233	218	133
Income tax (expense) benefit	(57)	84	(54)
Net income	\$ 176	\$ 302	\$ 79

See accompanying notes to the combined financial statements.

Reynolds Consumer Group
Combined Statements of Comprehensive Income
For the Years Ended December 31
(in millions)

	<u>2018</u>	<u>2017</u>	<u>2016</u>
Net income	\$176	\$302	\$ 79
Other comprehensive income, net of income taxes:			
Currency translation adjustment	(2)	2	—
Postretirement benefit plans	3	(1)	4
Other comprehensive income, net of income taxes	<u>1</u>	<u>1</u>	<u>4</u>
Comprehensive income	<u>\$177</u>	<u>\$303</u>	<u>\$ 83</u>

See accompanying notes to the combined financial statements.

Reynolds Consumer Group
Combined Balance Sheets
As of December 31
(in millions)

	<u>2018</u>	<u>2017</u>
Assets		
Cash and cash equivalents	\$ 23	\$ 23
Accounts receivable, net	16	9
Other receivables	12	12
Related party receivables	30	64
Inventories	429	371
Other current assets	6	8
Total current assets	516	487
Property, plant and equipment, net	464	424
Goodwill	1,879	1,879
Intangible assets, net	1,155	1,186
Related party receivables	2,401	1,929
Other assets	6	6
Total assets	\$ 6,421	\$ 5,911
Liabilities		
Accounts payable	\$ 136	\$ 121
Related party payables	268	245
Related party accrued interest payable	576	367
Current portion of long-term debt	21	21
Current portion of related party borrowings	250	3,610
Income taxes payable	11	7
Accrued and other current liabilities	123	111
Total current liabilities	1,385	4,482
Long-term debt	2,009	2,028
Long-term related party borrowings	3,700	317
Deferred income taxes	296	320
Long-term postretirement benefit obligation	44	49
Other liabilities	14	13
Total liabilities	\$ 7,448	\$ 7,209
Commitments and contingencies (Note 10)		
Equity (deficit)		
Net Parent deficit	(1,034)	(1,304)
Accumulated other comprehensive income	7	6
Total equity (deficit)	(1,027)	(1,298)
Total liabilities and equity (deficit)	\$ 6,421	\$ 5,911

See accompanying notes to the combined financial statements.

Reynolds Consumer Group
Combined Statements of Equity (Deficit)
(in millions)

	Net Parent (Deficit)	Accumulated Other Comprehensive Income	Total Equity (Deficit)
Balance as of December 31, 2015	\$ (1,641)	\$ 1	\$ (1,640)
Net income	79	—	79
Other comprehensive income, net of income taxes	—	4	4
Net transfers (to) from Parent	40	—	40
Balance as of December 31, 2016	\$ (1,522)	\$ 5	\$ (1,517)
Net income	302	—	302
Other comprehensive income, net of income taxes	—	1	1
Net transfers (to) from Parent	(84)	—	(84)
Balance as of December 31, 2017	\$ (1,304)	\$ 6	\$ (1,298)
Adoption of new accounting principle	(5)	—	(5)
Net income	176	—	176
Other comprehensive income, net of income taxes	—	1	1
Net transfers (to) from Parent	99	—	99
Balance as of December 31, 2018	<u>\$ (1,034)</u>	<u>\$ 7</u>	<u>\$ (1,027)</u>

See accompanying notes to the combined financial statements.

Reynolds Consumer Group
Combined Statements of Cash Flows
For the Years Ended December 31
(in millions)

	<u>2018</u>	<u>2017</u>	<u>2016</u>
Cash provided by (used in) operating activities			
Net income	\$ 176	\$ 302	\$ 79
Adjustments to reconcile net income to operating cash flows:			
Depreciation and amortization	87	90	97
Deferred income taxes	(22)	(158)	(3)
Unrealized losses (gains) on derivatives	14	(4)	(8)
Non-cash portion of employee benefit obligations	1	2	15
Other non-cash items, net	—	12	23
Change in assets and liabilities:			
Accounts receivables, net	(7)	44	4
Other receivables	—	(5)	(5)
Related party receivables	34	(31)	(13)
Inventories	(65)	(78)	(15)
Accounts payable	16	(4)	5
Related party payables	22	(7)	64
Related party accrued interest payable	210	185	79
Income taxes payable	71	67	54
Accrued and other current liabilities	(4)	(19)	19
Other assets and liabilities	—	2	1
Employee benefit obligations, net	(3)	(3)	(3)
Net cash provided by operating activities	<u>530</u>	<u>395</u>	<u>393</u>
Cash provided by (used in) investing activities			
Acquisition of property, plant and equipment	(82)	(56)	(43)
Advances to related parties	(537)	(508)	(650)
Repayments from related parties	65	200	109
Net cash used in investing activities	<u>(554)</u>	<u>(364)</u>	<u>(584)</u>
Cash provided by (used in) financing activities			
Long-term debt repayments	(21)	(21)	(167)
Advances from related parties	338	416	617
Repayments to related parties	(314)	(453)	(255)
Deferred financing transaction costs on long-term debt	—	—	(8)
Net transfers from (to) Parent	21	18	(5)
Other	—	—	(2)
Net cash provided by (used in) financing activities	<u>24</u>	<u>(40)</u>	<u>180</u>
Cash and cash equivalents:			
Increase (decrease) in cash and cash equivalents	—	(9)	(11)
Balance as of beginning of the year	23	32	43
Balance as of end of the year	<u>\$ 23</u>	<u>\$ 23</u>	<u>\$ 32</u>
Cash paid:			
Interest—long-term debt	99	85	51
Interest—related party borrowings	24	61	207
Income taxes	8	7	3

Significant non-cash investing and financing activities

Refer to Note 14—Related Party Transactions for details of significant non-cash investing and financing activities.

See accompanying notes to the combined financial statements.

Reynolds Consumer Group
Notes to the Combined Financial Statements

Note 1—Description of Business and Basis of Presentation

Description of Business:

Reynolds Consumer Group (“we”, “us” or “our”) comprises the business that has been reported as the Reynolds Consumer Products segment in the consolidated financial statements of Reynolds Group Holdings Limited (“RGHL”) and its subsidiaries (collectively, “RGHL Group” or the “Parent”).

We produce and sell products across three broad categories: cooking products, waste & storage products and tableware. We sell our products under brands such as Reynolds® and Hefty®, and also under store brands. Our product portfolio includes aluminum foil, wraps, disposable bakeware, trash bags, food storage bags and disposable tableware. We report four business segments: Reynolds Cooking & Baking; Hefty Waste & Storage; Hefty Tableware; and Presto Products.

Basis of Presentation:

We have historically operated as part of RGHL Group and not as a stand-alone entity. Our combined financial statements present the results of operations, financial position and cash flows prepared on a stand-alone basis and have been derived from the consolidated financial statements and accounting records of RGHL Group. All revenues and costs as well as assets and liabilities that are either legally attributable to us or directly associated with our business activities are included in our combined financial statements. Intercompany transactions, profits and balances between our combined entities have been eliminated. Our combined financial statements include Reynolds Consumer Products Inc., the entity whose shares will be issued to the public. Our combined financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”).

Our combined statements of income include allocations of certain expenses for services provided by RGHL Group, including, but not limited to, general corporate expenses related to group wide functions including executive management, finance, legal, tax, information technology and a portion of a related party management fee incurred by RGHL Group. Total costs allocated to us for these functions were \$40 million, \$37 million and \$39 million for the years ended December 31, 2018, 2017 and 2016, respectively, and were primarily included in selling, general and administrative expenses in our combined statements of income. These amounts include costs of \$21 million, \$20 million and \$23 million for the years ended December 31, 2018, 2017 and 2016, respectively, that were not historically allocated to us as part of RGHL Group’s normal monthly reporting process. All of these expenses have been allocated on a basis considered reasonable by management, using either specific identification, such as direct usage or headcount when identifiable, or proportional allocations determined with reference to time incurred, relative to revenues, or other reasonable methods of allocation. Amounts allocated on a proportional basis relate to certain corporate functions and are reflective of the time and effort expended in the provision of these corporate functions to us.

The allocations referred to above may not, however, reflect all actual expenses we would have incurred and may not reflect the combined results of operations, financial position and cash flows had we operated as a stand-alone company during the years presented. The amount of actual costs that may have been incurred if we were a stand-alone company would depend on a number of factors, including our chosen organizational structure, which functions were performed by our employees or outsourced and strategic decisions made in areas such as information technology and infrastructure.

RGHL Group centrally manages substantially all of our financial resources. We finance our operating and capital requirements through a combination of cash provided by operations, RGHL Group’s external borrowings

Reynolds Consumer Group
Notes to the Combined Financial Statements

that we have incurred and intercompany funding with RGHL Group. We are a borrower under a portion of RGHL Group's external borrowings and therefore a portion of this third-party debt is reflected as long-term debt on our combined balance sheets. Refer to Note 6—Debt and Borrowing Arrangements for further information. Our intercompany funding with RGHL Group, which is subject to various legal agreements with RGHL Group, is reflected in related party borrowings on our combined balance sheets. We also advance surplus cash to RGHL Group as part of its cash management activities. The balance of these amounts is reflected in non-current related party receivables in our combined balance sheets. Refer to Note 14—Related Party Transactions for further information.

Net Parent deficit represents the Parent's interest in our net assets. As a direct ownership relationship does not exist between the various entities of our combined group, a Net Parent deficit account is shown in our combined financial statements. The majority of transactions between us and RGHL Group have a history of settlement or are expected to be settled for cash as part of the share offering. These transactions have been reflected in our combined balance sheets as related party receivables and payables. Transactions that do not have a history of settlement are reflected in equity (deficit) in our combined balance sheets as Net Parent deficit and, when cash is utilized (contributed), in our combined statements of cash flows as a financing activity in net transfers from (to) Parent. Refer to Note 14—Related Party Transactions for further information.

Net Current Liabilities:

As we are an operating segment of RGHL Group, cash management decisions by RGHL Group have an impact on our combined financial statements. Those decisions include matters such as the terms of related party borrowings, including maturity dates, and whether cash is advanced to RGHL Group through the repayment of accrued interest or outstanding borrowings, or by way of a new related party receivable. As a result, our combined balance sheets present net current liabilities (total current assets less total current liabilities). Refer to Note 2—Summary of Significant Accounting Policies and Note 14—Related Party Transactions for further details regarding related party transactions and balances, as well as Note 15—Subsequent Events for further details regarding the settlement of certain related party balances in June 2019.

Note 2—Summary of Significant Accounting Policies

Use of Estimates:

We prepare our combined financial statements in accordance with U.S. GAAP, which requires us to make estimates and assumptions that affect a number of amounts in our combined financial statements. Significant accounting policy elections, estimates and assumptions include, among others, benefit plan assumptions, valuation assumptions of goodwill and intangible assets, useful lives of long-lived assets, sales incentives and income taxes. We base our estimates on historical experience and other assumptions that we believe are reasonable. If actual amounts differ from estimates, we include the revisions in our combined results of operations in the period the actual amounts become known. Historically, the aggregate differences, if any, between our estimates and actual amounts in any year have not had a material effect on our combined financial statements.

Currency Translation:

Our combined financial statements are presented in U.S. dollars, which is our reporting currency. We translate the results of operations of our subsidiaries with functional currencies other than the U.S. dollar using average exchange rates during each period and translate balance sheet accounts using exchange rates at the end of each period. We record currency translation adjustments as a component of equity (deficit) within accumulated

Reynolds Consumer Group
Notes to the Combined Financial Statements

other comprehensive income and transaction gains and losses in other expense, net in our combined statements of income.

Cash and Cash Equivalents:

Cash and cash equivalents include demand deposits with banks and all highly liquid investments with original maturities of three months or less. We maintain our bank accounts with a relatively small number of high quality financial institutions. Cash balances held by non-U.S. entities as of December 31, 2018 and 2017 were \$4 million and \$7 million, respectively.

Accounts Receivable:

Accounts receivable are recorded at face amounts less an allowance for doubtful accounts. The allowance is an estimate based on historical collection experience, current economic and market conditions and a review of the current status of each customer's trade accounts receivable balance. We evaluate the aging of the accounts receivable balances and the financial condition of our customers to estimate the amount of accounts receivable that may not be collected in the future and record the appropriate provision. Substantially all of our U.S. accounts receivables are transferred in their entirety to RGHL Group and are accounted for as a sale in accordance with our accounts receivable factoring arrangement described below. The allowance for doubtful accounts related to the accounts receivable of our non-U.S. operations was less than \$1 million in each of the years presented.

Variable Interest Entities:

Variable interest entities ("VIEs") are primarily entities that lack sufficient equity to finance their activities without additional financial support from other parties or whose equity holders, as a group, lack one or more of the following characteristics: (a) direct or indirect ability to make decisions, (b) obligation to absorb expected losses or (c) right to receive expected residual returns. VIEs must be evaluated quantitatively and qualitatively to determine the primary beneficiary, which is the reporting entity that has (a) the power to direct activities of a VIE that most significantly impact the VIE's economic performance and (b) the obligation to absorb losses of the VIE that could potentially be significant to the VIE or the right to receive benefits from the VIE that could potentially be significant to the VIE. The primary beneficiary is required to consolidate the VIE for financial reporting purposes. To determine a VIE's primary beneficiary, we perform a qualitative assessment to determine which party, if any, has the power to direct activities of the VIE and the obligation to absorb losses and or receive its benefits. This assessment involves identifying the activities that most significantly impact the VIE's economic performance and determine whether we, or another party, has the power to direct those activities. In each of the years presented, we had a variable interest in one VIE related to our factoring arrangement with RGHL Group, described below.

Transfers of Financial Assets:

We account for transfers of financial assets, such as non-recourse accounts receivable factoring arrangements, when we have surrendered control over the related assets. Determining whether control has transferred requires an evaluation of relevant legal considerations, an assessment of the nature and extent of our continuing involvement with the assets transferred and any other relevant considerations. We have a non-recourse factoring arrangement in which we sell eligible receivables to a special purpose entity ("SPE") consolidated by RGHL Group in exchange for cash. We transfer sold accounts receivables in their entirety to RGHL Group and satisfy all of the conditions to report the transfer of financial assets in their entirety as a sale. We continue to collect the receivables sold, acting solely as a collecting agent on behalf of RGHL Group, and

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received income of \$1 million in each of the years presented for this service. We have not recognized any assets or liabilities related to the servicing arrangement as of December 31, 2018 and 2017. The SPE is considered to be a VIE, however we are not its primary beneficiary because we do not have the power to direct any of its most significant activities through our arrangement as a collecting agent. The principal amount of receivables sold under this arrangement was \$3,101 million, \$2,952 million and \$2,900 million during the years ended December 31, 2018, 2017 and 2016, respectively, and represents substantially all of our U.S. accounts receivable. The balance of receivables sold, and still outstanding, was \$264 million and \$260 million as of December 31, 2018 and 2017, respectively. The incremental costs of factoring receivables under this arrangement are included in other expense, net in our combined statements of income. Refer to Note 9—Other Expense, Net for additional information. The proceeds from the sales of receivables are included in cash from operating activities in our combined statements of cash flows.

Inventories:

We value our inventories using the first-in, first-out method. Inventory is valued at actual cost, which includes raw materials, supplies, direct labor and manufacturing overhead associated with production. Inventory is stated at the lower of cost or net realizable value, which includes any costs to sell or dispose. In addition, appropriate consideration is given to obsolescence, excessive inventory levels, product deterioration and other factors in evaluating net realizable value.

Long-Lived Assets:

Property, plant and equipment are stated at historical cost less depreciation, which is computed using the straight-line method over the estimated useful lives of the assets. Machinery and equipment are depreciated over periods ranging from 5 to 20 years and buildings and building improvements over periods ranging from 15 to 40 years. Finite-lived intangible assets, which primarily consist of customer relationships, are stated at historical cost and amortized using the straight-line method (which reflects the pattern of how the assets' economic benefits are consumed) over the assets' estimated useful lives which range from 18 to 20 years.

Expenditures for maintenance and repairs are expensed as incurred. When property, plant or equipment is sold or otherwise disposed of, the related cost and accumulated depreciation is removed from the respective accounts and any gain or loss realized on disposition is reflected in other expense, net in our combined statements of income.

We review long-lived assets, including finite-lived intangible assets, for recoverability on an ongoing basis. Changes in depreciation or amortization are recorded prospectively when estimates of the remaining useful lives or residual values of long-lived assets change. We also review our long-lived assets for impairment when conditions exist that indicate the carrying amount of the assets may not be fully recoverable. In those circumstances, we perform undiscounted cash flow analysis to determine if an impairment exists. When testing for asset impairment, we group assets and liabilities at the lowest level for which cash flows are separately identifiable. If an impairment loss is recorded, it is calculated as the excess of the asset's carrying value over its estimated fair value as determined by an estimate of discounted future cash flows. Depending on the nature of the asset, impairment losses are recorded in either cost of sales or selling, general and administrative expenses in our combined statements of income. There were no impairments of long-lived assets in any of the years presented.

Leases:

We classify leases at inception date as either a capital lease or an operating lease. A lease is a capital lease if any of the following conditions exist: (a) ownership is transferred to the lessee by the end of the lease term,

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(b) there is a bargain purchase option, (c) the lease term is at least 75% of the property's estimated remaining economic life, or (d) the present value of the minimum lease payments at the beginning of the lease term is 90% or more of the fair value of the leased property to the lessor at the inception date. We had no capital leases during any of the years presented. We account for all other leases as operating leases wherein rental payments are expensed on a straight-line basis over their respective lease term.

Goodwill and Indefinite-Lived Intangible Assets:

Goodwill represents the excess of purchase price over the fair value of net assets acquired. We test goodwill for impairment on an annual basis in the fourth quarter and whenever events or changes in circumstances indicate that the carrying value of goodwill may not be recoverable. We assess goodwill impairment risk by performing a qualitative review of entity-specific, industry, market and general economic factors affecting our goodwill reporting units. Depending on factors such as prior-year test results, current year developments, current risk evaluations and other practical considerations, we may elect to perform quantitative testing instead. In our quantitative testing, we compare a reporting unit's estimated fair value with its carrying value. Estimating the fair value of individual reporting units requires us to make assumptions and estimates regarding our future plans and industry and economic conditions. The key assumptions associated with determining the estimated fair value are forecasted Adjusted EBITDA and a relevant earnings multiple. Our actual results and conditions may differ over time. If the carrying value of a reporting unit's net assets exceeds its fair value, we would recognize an impairment charge for the amount by which the carrying value exceeds the reporting unit's fair value.

Our indefinite-lived intangible assets consist of certain trade names. We test indefinite-lived intangible assets for impairment on an annual basis in the fourth quarter and whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. If potential impairment risk exists for a specific asset, we quantitatively test it for impairment by comparing its estimated fair value with its carrying value. We determine estimated fair value using the relief-from-royalty method, using key assumptions including planned revenue growth rates, market-based discount rates and estimates of royalty rates. If the carrying value of the asset exceeds its fair value, we consider the asset impaired and reduce its carrying value to the estimated fair value.

Revenue Recognition:

On January 1, 2018 we adopted the requirements of ASC Topic 606 *Revenue from Contracts with Customers*, which contains a new revenue recognition framework, on a modified retrospective basis. Our accounting policies for revenue recognition for the current year and previous years are presented below.

From January 1, 2018, after assessing our customers' creditworthiness, we recognize revenue when control over products transfers to our customers, which generally occurs upon delivery or shipment of the products. We account for product shipping, handling and insurance as fulfillment activities, with revenues for these activities recorded in net revenues and costs recorded in cost of sales. Any taxes collected on behalf of government authorities are excluded from net revenues.

Consideration in our contracts with customers is variable due to anticipated reductions such as discounts, allowances and trade promotions, collectively referred to as "sales incentives". Accordingly, revenues are recorded net of estimated sales incentives, based on known or expected adjustments. The transaction price reflects our estimate of the amount of consideration to which we will be entitled, using an expected value method. We base these estimates principally on historical utilization and redemption rates, anticipated performance and our best judgment at the time to the extent that it is probable that a significant reversal of revenue recognized will not occur. Estimates of sales incentives are monitored and adjusted each period until the sales incentives are realized.

Reynolds Consumer Group
Notes to the Combined Financial Statements

We consider purchase orders, which in some cases are governed by master supply agreements, to be the contracts with a customer. Key sales terms, such as pricing and quantities ordered, are established frequently, so most customer arrangements and related sales incentives have a duration of one year or shorter. We generally do not have any unbilled receivables at the end of a period. Deferred revenues are not material and primarily include customer advance payments typically collected a few days before product delivery, at which time deferred revenues are reclassified and recorded as net revenues. We generally do not receive non-cash consideration for the sale of goods nor do we grant payment financing terms greater than one year. We do not incur any significant costs to obtain a contract.

Prior to January 1, 2018, we recognized revenue when the sales price was determinable and the risks and rewards of ownership had transferred to the customer as determined by the shipping terms. Revenues were recorded net of sales incentives, which were based on historical promotional experience.

Marketing, Advertising and Research and Development:

We promote our products with marketing and advertising programs. These programs include, but are not limited to, cooperative advertising, in-store displays and consumer marketing promotions. The costs of end-consumer marketing programs that are conducted in conjunction with our customers, such as coupons, are recorded as a reduction to revenue. We do not defer these costs on our combined balance sheets and all marketing and advertising costs are recorded as an expense in the year incurred. Advertising expense was \$55 million, \$56 million and \$80 million in the years ended December 31, 2018, 2017 and 2016, respectively. We expense product research and development costs as incurred. Research and development expense was \$29 million, \$27 million and \$30 million in the years ended December 31, 2018, 2017 and 2016, respectively. We record marketing and advertising as well as research and development expenses in selling, general and administrative expenses.

Employee Benefit Plans:

We provide benefits to our current and retired employees. The cost for these plans is recognized in income primarily over the working life of the covered employee. We participate in a defined benefit plan sponsored by RGHL Group, which is accounted for as a multiemployer plan in our combined financial statements. We also sponsor a postretirement benefit plan which is accounted for as a single employer plan in our combined financial statements. See Note 8—Benefit Plans for additional information.

Financial Instruments:

We are exposed to price risk related to forecasted purchases of certain commodities that we primarily use as raw materials. From time to time we may enter into derivative financial instruments to mitigate certain risks. We are not a party to leveraged derivatives and, by policy, do not use financial instruments for speculative purposes.

We record derivative financial instruments on a gross basis and at fair value in our combined balance sheets in other current assets or accrued and other current liabilities due to their relatively short-term duration. Cash flows from derivative instruments are classified as operating activities in our combined statements of cash flows based on the nature of the derivative instrument. Historically, we have not elected to use hedge accounting. Accordingly, any unrealized gains or losses (mark-to-market impacts) and realized gains or losses are recorded in cost of sales in our combined statements of income.

Income Taxes:

During the years presented, our U.S. operations were included in consolidated U.S. federal, certain state and local tax returns filed by RGHL Group. We also file certain separate U.S. state and local and foreign income tax

Reynolds Consumer Group
Notes to the Combined Financial Statements

returns. The income tax expense (benefit) included in our combined statements of income has been calculated using the separate return basis. It is possible that we will make different tax accounting elections and assertions subsequent to our shares being issued to the public. Therefore, our income taxes, as presented in our combined financial statements, may not be indicative of our income taxes in the future. In jurisdictions where we have been included in tax returns filed by RGHL Group, any income taxes payable resulting from the related income tax expense has been reflected in the combined balance sheets in Net Parent deficit.

Our income tax expense includes amounts payable or refundable for the current year, the effects of deferred taxes and impacts from uncertain tax positions. We recognize deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the financial statement and tax basis of our assets and liabilities, operating loss carryforwards and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply in the years in which those differences are expected to reverse.

The realization of certain deferred tax assets is dependent on generating sufficient taxable income in the appropriate jurisdiction prior to the expiration of the carryforward periods. Deferred tax assets are reduced by a valuation allowance if it is more likely than not that some portion, or all, of the deferred tax assets will not be realized. When assessing the need for a valuation allowance, we consider any carryback potential, future reversals of existing taxable temporary differences (including liabilities for unrecognized tax benefits), future taxable income and tax planning strategies.

We recognize tax benefits in our combined financial statements from uncertain tax positions only if it is more likely than not that the tax position will be sustained based on the technical merits of the position. The amount we recognize is measured as the largest amount of benefit that is greater than 50 percent likely of being realized upon resolution. Future changes related to the expected resolution of uncertain tax positions could affect tax expense in the period when the change occurs.

Fair Value Measurements and Disclosures:

U.S. GAAP establishes a hierarchy for measuring fair value. A financial instrument's categorization within the hierarchy is based on the lowest level of input that is significant to the fair value measurement. The following three levels of inputs may be used to measure fair value:

- Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities.
- Level 2 inputs include inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices in active markets for similar assets and liabilities, quoted prices for identical or similar assets or liabilities in markets that are not active, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of assets or liabilities.
- Level 3 inputs are unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions.

Our assets and liabilities measured at fair value on a recurring basis are presented in Note 7—Financial Instruments. We have no assets or liabilities measured at fair value on a non-recurring basis in any of the years presented.

In addition to fair value disclosure requirements related to financial instruments carried at fair value, accounting standards require disclosures regarding the fair value of all of our financial instruments. The carrying values of cash equivalents, accounts receivables, other receivables, related party receivables, accounts payable, related party payables and accrued and other current liabilities are reasonable estimates of their fair values as of December 31, 2018 and 2017 due to the short-term nature of these instruments.

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Recently Adopted Accounting Guidance:

In May 2014, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which outlines a new, single comprehensive model for companies to use in accounting for revenue. The core principle is that an entity should recognize revenue to depict the transfer of control over promised goods or services to a customer in an amount that reflects the consideration the entity expects to be entitled to receive in exchange for the goods or services. The ASU also requires additional disclosure about the nature, amount, timing and uncertainty of revenue and cash flows from customer contracts, including significant judgments made in recognizing revenue. In 2016 and 2017, the FASB issued several ASUs that clarified matters such as principal versus agent (gross versus net) revenue presentation considerations and clarified the guidance for identifying performance obligations within a contract. The FASB also issued two ASUs providing technical corrections, narrow scope exceptions and practical expedients to clarify and improve the implementation of the new revenue recognition guidance. The revenue guidance is effective for annual reporting periods beginning after December 15, 2017. We adopted the new standard on January 1, 2018 on a modified retrospective basis for all contracts not completed as of the date of adoption, resulting in a \$5 million adjustment to Net Parent deficit, reflecting the acceleration of recognizing sales incentives associated with future promotional activity at the time of the sale. There was no other material financial impact from adopting the new revenue recognition standard. Also refer to the combined statements of equity (deficit), the Revenue Recognition section above and Note 13—Segment Information for additional information.

In August 2014, the FASB issued ASU 2014-15, *Presentation of Financial Statements—Going Concern (Subtopic 205-40): Disclosure of Uncertainties about an Entity’s Ability to Continue as a Going Concern*, which requires management to assess an entity’s ability to continue as a going concern, and to provide related footnote disclosures in certain circumstances, such as the existence of substantial doubt. At each annual and interim reporting date, we are required to evaluate our ability to continue as a going concern for one year after the issuance date. This guidance was effective on December 31, 2016. The adoption of this ASU did not have a significant impact on our combined financial statements.

In August 2016, the FASB issued ASU 2016-15, *Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments*, with the objective of reducing the existing diversity in practice with respect to how certain cash flow items are classified in the statement of cash flows. The ASU is effective for annual reporting periods beginning after December 15, 2017, with early adoption permitted. We adopted the standard on January 1, 2018 and it had no impact on our combined financial statements.

In January 2017, the FASB issued ASU 2017-04, *Simplifying the Test for Goodwill Impairment*, which eliminates the requirement to determine the fair value of individual assets and liabilities of a reporting unit to measure goodwill impairment. Goodwill impairment testing is now performed by comparing the fair value of the reporting unit with its carrying amount and recognizing an impairment charge for the amount by which the carrying amount exceeds fair value. The new standard is effective for goodwill impairment tests in annual reporting periods beginning after December 15, 2019, and should be applied on a prospective basis, with early adoption permitted for interim or annual goodwill impairment tests performed on testing dates after January 1, 2017. We early adopted this guidance on January 1, 2017 and it had no material impact on our combined financial statements.

In March 2017, the FASB issued ASU 2017-07, *Compensation—Retirement Benefits (Topic 715): Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost*, which amended the income statement presentation of the components of net periodic benefit cost for an entity’s sponsored defined benefit pension and other postretirement plans. The amendment requires entities to present the

Reynolds Consumer Group
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current service cost component with other current compensation costs in the income statement within income from operations and present the other components outside of income from operations. The amendment is effective for annual reporting periods beginning after December 15, 2017. We adopted this amendment retrospectively on January 1, 2018 and have presented the service cost in cost of sales and selling, general and administrative expenses and the other components of net periodic benefit cost in other expense, net in our combined statements of income.

Accounting Guidance Issued But Not Yet Adopted as of December 31, 2018:

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*, to increase transparency and comparability among organizations by requiring the recognition of Right of Use (“ROU”) assets and lease liabilities on the balance sheet and the disclosure of key information about leasing arrangements. The ASU revises existing U.S. GAAP and outlines a new model for lessors and lessees to use in accounting for lease contracts. The guidance requires lessees to recognize an ROU asset and a lease liability on the balance sheet for all leases, with the exception of short-term leases. Lessees will classify leases as either operating (resulting in straight-line expense recognition) or finance (resulting in a front-loaded expense pattern). In July 2018, the FASB issued an ASU which allows for an alternative transition approach, which will not require adjustments to comparative prior-period amounts. Topic 842 and all related ASUs are effective for fiscal years beginning after December 15, 2018, with early adoption permitted. We adopted the new standard on January 1, 2019. We elected to apply the package of practical expedients, including not reassessing whether expired or existing contracts contained leases, the classification of those leases and initial direct costs for any existing leases. We elected not to separate non-lease components from lease components and to account for both as a single lease component for all classes of underlying assets. We also elected to exclude short-term leases (term of 12 months or less) from the balance sheet presentation. The most significant impact from adopting the standard is the initial recognition of operating lease ROU assets and lease liabilities on our combined balance sheet. Upon adoption, we expect to record ROU assets and lease liabilities of approximately \$35 million to \$40 million, representing the present value of future lease payments with terms greater than 12 months. The transition method we elected for adoption of the standard requires us to make a cumulative effect adjustment as of January 1, 2019. This amount is not expected to be material. The impact on our combined statements of income and combined statements of cash flows is not expected to be material.

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, which modifies the impairment model to use an expected loss methodology in place of the currently used incurred loss methodology, which may result in earlier recognition of losses related to financial instruments. This ASU is effective for annual reporting periods beginning after December 15, 2019, with early adoption permitted, and requires a cumulative effect adjustment to the balance sheet upon adoption. We are currently assessing the impact on our combined financial statements.

In February 2018, the FASB issued ASU 2018-02, *Income Statement—Reporting Comprehensive Income (Topic 220): Reclassification of Certain Tax Effects from Accumulated Other Comprehensive Income*, that permits entities to elect a reclassification from accumulated other comprehensive income to retained earnings for stranded tax effects resulting from the 2017 enactment of U.S. tax reform legislation. The ASU is effective for fiscal years beginning after December 15, 2018, with early adoption permitted. We adopted the standard as of January 1, 2019 and there was no material impact on our combined financial statements.

In August 2018, the FASB issued ASU 2018-14, *Compensation—Retirement Benefits—Defined Benefit Plans —General (Subtopic 715-20) Disclosure—Framework—Changes to the Disclosure Requirements for Defined Benefit Plans*. The ASU modifies the disclosure requirements for employers that sponsor defined benefit

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pension or other postretirement plans. The ASU is effective for fiscal years beginning after December 15, 2020, with early adoption permitted. We are currently evaluating the requirements of this guidance, which is expected to impact our disclosures but is not expected to impact the measurement and recognition of amounts in our combined financial statements.

In August 2018, the FASB issued ASU 2018-15, *Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40): Customer’s Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That is a Service Contract*, which aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs for internal-use software. This ASU is effective for annual reporting periods beginning after December 15, 2019, with early adoption permitted. We are currently assessing the impact on our combined financial statements.

Note 3—Inventories

Inventories consisted of the following:

	<u>As of December 31,</u>	
	<u>2018</u>	<u>2017</u>
	(in millions)	
Raw materials	\$ 130	\$ 98
Work in progress	49	51
Finished goods	224	199
Spare parts	26	23
Inventories	<u>\$ 429</u>	<u>\$ 371</u>

Note 4—Property, Plant and Equipment, Net

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

	<u>As of December 31,</u>	
	<u>2018</u>	<u>2017</u>
	(in millions)	
Land and land improvements	\$ 33	\$ 33
Buildings and building improvements	124	116
Machinery and equipment	841	791
Construction in progress	76	46
Property, plant and equipment, at cost	1,074	986
Less: accumulated depreciation	(610)	(562)
Property, plant and equipment, net	<u>\$ 464</u>	<u>\$ 424</u>

Depreciation expense was \$55 million, \$58 million and \$59 million for the years ended December 31, 2018, 2017 and 2016, respectively, of which \$49 million, \$47 million and \$48 million was recognized in cost of sales, respectively, and \$6 million, \$11 million and \$11 million was recognized in selling, general and administrative expenses, respectively.

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Note 5—Goodwill and Intangible Assets

Goodwill by reportable segment was as follows:

	Reynolds Cooking & Baking	Hefty Waste & Storage	Hefty Tableware (in millions)	Presto Products	Total
Balance as of December 31, 2016	\$ 794	\$ 505	\$ 282	\$ 298	\$1,879
Movements	—	—	—	—	—
Balance as of December 31, 2017	794	505	282	298	1,879
Movements	—	—	—	—	—
Balance as of December 31, 2018	\$ 794	\$ 505	\$ 282	\$ 298	\$1,879

Intangible assets, net consisted of the following:

	As of December 31, 2018			As of December 31, 2017		
	Gross carrying amount	Accumulated amortization	Net	Gross carrying amount	Accumulated amortization	Net
	(in millions)					
Finite-lived intangible assets						
Customer relationships	\$ 580	\$ (283)	\$ 297	\$ 580	\$ (253)	\$ 327
Trade names	25	(17)	8	25	(16)	9
Total finite-lived intangible assets	605	(300)	305	605	(269)	336
Indefinite-lived intangible assets						
Trade names	850	—	850	850	—	850
Total intangible assets	\$ 1,455	\$ (300)	\$1,155	\$ 1,455	\$ (269)	\$1,186

Amortization expense for intangible assets was \$32 million, \$32 million and \$38 million for the years ended December 31, 2018, 2017 and 2016, respectively, and has been recognized in selling, general and administrative expenses. For the next five years, we estimate annual amortization expense of approximately \$31 million each year.

Note 6—Debt and Borrowing Arrangements

We have incurred borrowings under RGHL Group's Senior Secured Credit Agreement, as amended (the "Credit Agreement").

The information presented below relates to our borrowings under the Credit Agreement, which represent only a portion of the total RGHL Group borrowings incurred under the Credit Agreement. For details regarding our borrowings with RGHL Group, refer to Note 14—Related Party Transactions.

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Long-Term Debt:

Long-term debt consisted of the following:

	As of December 31,	
	2018	2017
	(in millions)	
U.S. Term Loan	\$2,037	\$ 2,058
Deferred financing transaction costs	(5)	(6)
Original issue discounts	(2)	(3)
	2,030	2,049
Less: current portion	(21)	(21)
Long-term debt	<u>\$2,009</u>	<u>\$ 2,028</u>

Overview—Credit Agreement

The facilities under the Credit Agreement are comprised of (i) U.S. and European Term Loans, denominated in U.S. dollars and euro, respectively, and (ii) a Revolving Facility, denominated in U.S. dollars. For all periods presented, the Revolving Facility has only been utilized by RGHL Group in the form of letters of credit. As of December 31, 2018, RGHL Group has utilized \$58 million, including \$6 million for our letters of credit. We are not a borrower under the European Term Loans.

The obligations under the Credit Agreement are guaranteed by, and secured by the assets of, certain members of RGHL Group, including certain entities of our combined group. For further details of the guarantees and security we have provided in relation to RGHL Group's external borrowings, refer to Note 10—Commitments and Contingencies.

We are a borrower under the U.S. Term Loan. Interest under the U.S. Term Loan comprises LIBOR, with a floor of 0%, plus a margin of 2.75%. The margin decreased from 3.00% in 2018 following an upgrade in RGHL Group's credit rating. The weighted average contractual interest rate related to our long-term debt as of December 31, 2018, 2017 and 2016, was 4.77%, 4.05% and 4.35%, respectively. The effective interest rate of our debt obligations is not materially different from the contractual interest rate.

The U.S. Term Loan requires quarterly amortization payments of 0.25% of the outstanding principal as of February 5, 2017, with the balance due at maturity. Based on our portion of the outstanding borrowings, this represents amortization payments of approximately \$5 million per quarter. Borrowings under the U.S. Term Loan may be voluntarily repaid in whole or in part and are subject to mandatory prepayments in certain circumstances, including the requirement to make annual prepayments of both the U.S. and European 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 2018 for the year ended December 31, 2017 or are due in 2019 for the year ended December 31, 2018.

Amendments to the Credit Agreement

During the years presented, RGHL Group entered into the following amendments to its Credit Agreement. We were a borrower under each of these amendments.

On August 5, 2016, RGHL Group amended its previous credit agreement to, among other modifications, extend the maturity date of its U.S. Term Loan to February 5, 2023. This amendment also reduced the margin by

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25-basis points to 3.25% per annum. The Revolving Facility was concurrently amended on August 5, 2016, resulting in an extension of the maturity date to August 5, 2021 and the combination of previously separate euro and U.S. dollar revolving facilities into a single revolving facility with a limit of \$302 million.

On October 7, 2016, RGHL Group incurred an additional \$1,350 million under the Credit Agreement. Consequently, our portion of the borrowings changed from \$734 million to \$2,084 million.

On February 7, 2017, RGHL Group entered into an amendment to the Credit Agreement which reduced the margin by 25 basis points to 3.00% per annum and reduced the LIBOR floor to 0%. Our portion of the total borrowings did not change.

Deferred Financing Transaction Costs and Original Issue Discounts

As of December 31, 2018 and 2017, our portion of RGHL Group's deferred financing transaction costs, net of amortization, related to the U.S. Term Loan and the Revolving Facility were \$5 million and \$6 million, respectively. In addition, as of December 31, 2018 and 2017, we have recorded original issue discounts, net of accumulated amortization, of \$2 million and \$3 million, respectively. These deferred amounts are presented as a direct reduction of the carrying amount of our long-term debt as of December 31, 2018 and 2017. Our portions of deferred financing transaction costs and original issue discounts are being amortized over the life of the U.S. Term Loan under the effective interest method.

As a result of the amendments to the Credit Agreement described above, we evaluated each event in accordance with ASC 470-50-40, *Debt-Modifications and Extinguishments-Derecognition*, to determine if the respective event represented a modification or extinguishment of the original loan, on a lender-by-lender basis. For those events that represented modifications, we continue to capitalize the existing unamortized deferred financing transaction costs, capitalized the incremental fees paid to those lenders and expensed incremental fees paid to non-lenders. Capitalized costs are amortized over the remaining contractual term of the debt. For those events that represented extinguishments, unamortized deferred financing transaction costs and original issue discounts were written off and recorded as loss on extinguishment of debt in interest expense, net in our combined statements of income. We recorded loss on extinguishment of debt of less than \$1 million in each of the years ended December 31, 2017 and 2016. These amounts are included in interest expense, net. In addition, we recorded non-lender fees of \$3 million and \$20 million in the years ended December 31, 2017 and 2016, respectively, in interest expense, net.

Covenants

The Credit Agreement contains customary covenants which restrict RGHL and certain of its subsidiaries from certain activities including, among other things, incurring debt, creating liens over assets, selling or acquiring assets and making restricted payments, in each case except as permitted under the Credit Agreement. As of December 31, 2018, RGHL Group was in compliance with all of its covenants.

The Credit Agreement also contains a total secured leverage ratio covenant not to exceed 5.00 to 1.00 on a pro forma basis. This covenant only applies if the aggregate revolving credit exposure (excluding any exposure in respect of undrawn letters of credit) as of the last day of a fiscal quarter exceeds 35% of the total Revolving Facility commitments on such day.

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Scheduled Maturities

Below is a schedule of required future repayments on our debt outstanding under the Credit Agreement as of December 31, 2018:

	<i>(in millions)</i>
2019	\$ 21
2020	21
2021	21
2022	21
2023	1,953
Total long-term debt	\$ 2,037

Fair Value of Our Long-Term Debt:

The fair value of our long-term debt as of December 31, 2018 and 2017, which is a Level 2 fair value measurement, approximates the carrying value due to the variable market interest rate and the stability of RGHL Group's credit profile.

Interest expense, net:

Interest expense, net consisted of the following:

	For the Years Ended December 31,		
	2018	2017	2016
	<i>(in millions)</i>		
Interest expense, external debt	\$ 97	\$ 85	\$ 51
Interest expense, related party borrowings(1)	233	258	332
Interest income, related party receivables(1)	(52)	(26)	(14)
Amortization of deferred financing transaction costs	1	1	2
Other(2)	1	4	20
Interest expense, net	\$ 280	\$ 322	\$ 391

(1) Refer to Note 14—Related Party Transactions for additional information.

(2) Other consists primarily of non-lender fees of \$3 million and \$20 million in the years ended December 31, 2017 and 2016, respectively.

Note 7—Financial Instruments

Fair Value of Derivative Instruments:

Derivative instruments, consisting of commodity contracts, were recorded at fair value in our combined balance sheets and consisted of a \$9 million liability, recorded in accrued and other current liabilities, as of December 31, 2018 and a \$5 million asset, recorded in other current assets, as of December 31, 2017.

Our commodity contracts are primarily commodity swaps and are all Level 2 financial assets and liabilities. Commodity derivatives are valued using an income approach based on the observable market commodity 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

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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 years ended December 31, 2018, 2017 and 2016, we recognized an unrealized loss of \$14 million, an unrealized gain of \$4 million and an unrealized gain of \$8 million, respectively, in cost of sales in the combined statements of income.

The following table provides the detail of outstanding commodity derivative contracts as of December 31, 2018:

<u>Type</u>	<u>Unit of measure</u>	<u>Contracted volume</u>	<u>Contracted price range</u>	<u>Contracted date of maturity</u>
Aluminum swaps	Metric tonne	34,711	\$1,925.00 - \$2,499.50	Jan 2019 - Dec 2019
Aluminum Midwest Premium swaps	Metric tonne	4,130	\$403.45 - \$407.85	Jan 2019 - Dec 2019
Benzene swaps	U.S. liquid gallon	1,882,258	\$2.28 - \$3.02	Feb 2019 - Jun 2019
Diesel swaps	U.S. liquid gallon	3,499,492	\$2.88 - \$3.40	Jan 2019 - Dec 2019

Note 8—Benefit Plans

Related Party Multiemployer Defined Benefit Plan:

Prior to December 1, 2016, certain of our employees participated in a defined benefit plan that we sponsored. On November 30, 2016, this plan was merged into another defined benefit plan within RGHL Group and the future obligations under this plan became the responsibility of RGHL Group. As a result of this plan merger, we recorded a settlement loss of \$9 million in non-operating expense, net in our combined statements of income, which represented the release of the accumulated other comprehensive income balance attributable to the plan obligations as of the date of the plan merger. We recorded expense of \$3 million in cost of sales in relation to this plan during the year ended December 31, 2016.

Commencing December 1, 2016, certain employees participate in a defined benefit plan sponsored by RGHL Group, along with participants of RGHL Group's other businesses. This plan is accounted for as a multiemployer plan in these combined financial statements and as a result, no asset or liability was recorded by us to recognize the funded status of the plan. We recorded expense of \$3 million in cost of sales for each of the years ended December 31, 2018 and 2017 relating to our employees' participation in the RGHL Group sponsored plan.

Defined Contribution Plans:

We offer defined contribution plans to eligible employees in the United States as well as employees in certain other countries. Our expense relating to defined contribution plans was \$18 million, \$17 million and \$15 million for the years ended December 31, 2018, 2017 and 2016, respectively.

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Postretirement Benefit Plan:

Certain of our employees in the United States participate in a postretirement benefit plan. Our postretirement benefit plan is not funded. The changes in and the amount of the accumulated postretirement benefit obligation were as follows:

	As of December 31,	
	2018	2017
	(in millions)	
Accumulated postretirement benefit obligation as of January 1	\$ 52	\$ 52
Service cost	1	1
Interest cost	2	2
Benefits paid	(3)	(3)
Actuarial losses (gains)	(5)	—
Accrued postretirement benefit obligation as of December 31	\$ 47	\$ 52

The accrued benefit obligation was included in our combined balance sheets as follows:

	As of December 31,	
	2018	2017
	(in millions)	
Accrued and other current liabilities	\$ 3	\$ 3
Long-term postretirement benefit obligation	44	49
	\$ 47	\$ 52

A portion of our accrued benefit obligation has been recorded in accumulated other comprehensive income as follows:

	As of December 31, 2016	Changes	As of December 31, 2017	Changes	As of December 31, 2018
	(in millions)				
Net actuarial gain (loss)	\$ 20	\$ (1)	\$ 19	\$ 3	\$ 22
Deferred income tax benefit	(8)	—	(8)	—	(8)
Accumulated other comprehensive income	\$ 12	\$ (1)	\$ 11	\$ 3	\$ 14

We used the following weighted-average assumptions to determine our postretirement benefit obligations:

	As of December 31,	
	2018	2017
Discount rate	4.37%	3.68%
Health care cost trend rate assumed for next year	7.70%	8.20%
Ultimate trend rate	4.50%	4.50%
Year that the rate reaches the ultimate trend rate	2029	2026

The year-end discount rate for our plan reflects a weighted-average rate from a high-quality corporate bond yield curve that matches the expected duration of the benefit payments. Changes in our discount rates were primarily the result of changes in bond yields year-over-year. Our expected health care cost trend rate is based on historical costs and long term expectations.

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Assumed health care cost trend rates can impact the amounts reported for the health care plans. A one-percentage-point change in assumed health care cost trend rates would have less than a \$1 million effect on the measurement of our postretirement benefit obligation and less than a \$1 million effect on the annual service and interest cost.

Components of Net Periodic Postretirement Costs

Net periodic postretirement benefit costs consisted of the following:

	For the Years Ended December 31,		
	2018	2017	2016
	(in millions)		
Service cost	\$ 1	\$ 1	\$ 1
Interest cost	2	2	2
Amortization of actuarial gain	(2)	(2)	(1)
Net periodic postretirement costs	\$ 1	\$ 1	\$ 2

The service cost component of net periodic postretirement costs is recognized in cost of sales, while interest cost and amortization of actuarial gain are recognized in non-operating expense, net in the combined statements of income.

As of December 31, 2018, we expect to amortize an actuarial gain of approximately \$2 million from accumulated other comprehensive income into pre-tax net periodic postretirement costs during 2019.

We used the following weighted-average assumptions to determine our net periodic postretirement health care cost:

	For the Years Ended December 31,		
	2018	2017	2016
Discount rate	3.68%	4.24%	4.48%
Health care cost trend rate assumed for next year	8.20%	7.20%	7.60%
Ultimate trend rate	4.50%	4.50%	4.50%
Year that the rate reaches the ultimate trend rate	2026	2024	2024

Future Benefit Payments

Expected contributions for the next fiscal year equal the estimated benefit payments of \$3 million.

Our estimated future benefit payments for our postretirement benefit plan as of December 31, 2018 were as follows:

	(in millions)
2019	\$ 3
2020	3
2021	3
2022	3
2023	3
2024 - 2028	16

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Note 9—Other Expense, Net

Other expense, net consisted of the following:

	For the Years Ended December 31,		
	2018	2017	2016
	(in millions)		
Factoring discount(1)	\$ 22	\$ 19	\$ 15
Allocated related party Management Fee(2)	10	10	13
Other	(1)	(1)	—
Other expense, net	\$ 31	\$ 28	\$ 28

- (1) As discussed in Note 2—Summary of Significant Accounting Policies, we participate in an accounts receivable factoring arrangement with RGHL Group whereby we transfer substantially all of our U.S. accounts receivable in their entirety to RGHL Group and satisfy all of the conditions to report the transfer of financial assets in their entirety as a sale. The fair value of assets received as proceeds in exchange for the transfer of accounts receivable under this factoring arrangement approximates the fair value of such receivables. We recognized losses of \$22 million, \$19 million and \$15 million for the years ended December 31, 2018, 2017 and 2016, respectively, which represents the discount from book values at which these accounts receivable were sold to RGHL Group.
- (2) RGHL Group’s financing agreements permit the payment to related parties of management, consulting, monitoring and advising fees (the “Management Fee”) of up to 1.5% of RGHL Group’s Adjusted EBITDA (as defined in RGHL Group’s financing agreements) for the previous year. We have been allocated a portion of this Management Fee based on our portion of RGHL Group’s Adjusted EBITDA.

Note 10—Commitments and Contingencies

Legal Proceedings:

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 financial position, results of operations or cash flows. However, actual outcomes may differ from those expected and could have a material effect on our financial position, results of operations or cash flows in a future period.

As of December 31, 2018, there were no legal proceedings pending other than those for which we have determined that the possibility of a material outflow is remote.

Security and Guarantee Arrangements:

As of December 31, 2018, certain of our entities and other related entities within RGHL Group have guaranteed the following borrowings of RGHL Group:

- \$3,248 million and €244 million of secured floating rate term loans that mature in 2023 and other obligations under the Credit Agreement, of which \$2,037 million is included on our combined balance sheet in long-term debt;

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- secured revolving credit facilities of \$302 million that mature in 2021 (\$58 million utilized as of December 31, 2018) under the Credit Agreement;
- \$3,137 million of 5.750% senior secured notes that mature in 2020;
- \$345 million of 6.875% senior secured notes that mature in 2021;
- \$750 million of floating rate senior secured notes that mature in 2021;
- \$1,600 million of 5.125% senior secured notes that mature in 2023;
- \$800 million of 7.000% senior notes that mature in 2024; and
- secured local working capital facilities.

Certain of our entities and other related entities within RGHL Group have granted security over their assets to support the secured obligations described above. The equity interests in certain of our entities have been pledged as collateral to support the secured obligations described above. We would only be liable under these guarantees in the event of default by RGHL Group on its obligations, the probability of which we believe is remote. As a result of these arrangements, substantially all of our assets are pledged as security for the secured obligations described above.

Under the Credit Agreement, all of the U.S. Term Loan borrowers are jointly and severally liable for the outstanding principal. The total principal balance outstanding for the U.S. Term Loan was \$3,248 million and \$3,282 million as of December 31, 2018 and 2017, respectively. These amounts include the \$2,037 million and \$2,058 million presented on our combined balance sheets as of December 31, 2018 and 2017, respectively. We have not recognized a liability for the additional outstanding principal as we would only be liable under the agreement in the event of default by RGHL Group on its obligations, which we believe is remote.

Leases:

We lease various facilities and items of plant and equipment.

Rental expenses were \$17 million, \$14 million and \$13 million during the years ended December 31, 2018, 2017 and 2016, respectively. As of December 31, 2018, minimum rental commitments under non-cancelable operating leases in effect at year-end were as follows:

	(in millions)
2019	\$ 11
2020	9
2021	8
2022	7
2023	4
Thereafter	15
Total	\$ 54

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Note 11—Accumulated Other Comprehensive Income

The following table summarizes the changes in our balances of each component of accumulated other comprehensive income. Amounts reclassified from accumulated other comprehensive income to net income (net of tax) were a net gain of \$1 million, a net gain of \$2 million and a net loss of \$5 million for the years ended December 31, 2018, 2017 and 2016, respectively.

	For the Years Ended December 31,		
	2018	2017	2016
	(in millions)		
Currency translation adjustments:			
Balance as of beginning of period	\$ (5)	\$ (7)	\$ (7)
Currency translation adjustments	(2)	2	—
Other comprehensive income (loss)	(2)	2	—
Balance as of end of period	<u>\$ (7)</u>	<u>\$ (5)</u>	<u>\$ (7)</u>
Postretirement benefit plan(2):			
Balance as of beginning of period	\$ 11	\$ 12	\$ 8
Net actuarial gain (loss) arising during period	5	1	(1)
Tax (expense) benefit on net actuarial gain (loss)	(1)	—	—
(Gains) and losses reclassified into net income:			
Amortization of actuarial gain	(2)	(2)	(1)
Defined benefit plan settlement loss	—	—	9
Tax (expense) benefit on reclassifications(1)	1	—	(3)
Other comprehensive income (loss)	3	(1)	4
Balance as of end of period	<u>\$ 14</u>	<u>\$ 11</u>	<u>\$ 12</u>
Accumulated other comprehensive income			
Balance as of beginning of period	\$ 6	\$ 5	\$ 1
Other comprehensive income	1	1	4
Balance as of end of period	<u>\$ 7</u>	<u>\$ 6</u>	<u>\$ 5</u>

(1) Taxes reclassified to income are recorded in income tax (expense) benefit.

(2) 2016 amounts presented above include the defined benefit plan prior to the merger discussed in Note 8 —Benefit Plans.

Note 12—Income Taxes

During the years presented, our U.S. operations were included in the consolidated U.S. federal, certain state and local tax returns filed by RGHL Group. We also file certain separate U.S. state and local and foreign income tax returns. The income tax (expense) benefit included in our combined statements of income has been calculated using the separate return basis. In the future, as a stand-alone entity, we will file tax returns on our own behalf, and our deferred taxes and effective tax rate may differ from those in the historical periods.

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The components of income before income tax were as follows:

	For the Years Ended December 31,		
	2018	2017	2016
	(in millions)		
Income before income taxes:			
United States	\$ 236	\$ 210	\$ 128
International	(3)	8	5
Total income before income taxes	\$ 233	\$ 218	\$ 133

Significant components of income tax expense were as follows:

	For the Years Ended December 31,		
	2018	2017	2016
	(in millions)		
Current			
United States			
Federal	\$ 67	\$ 64	\$ 52
State	12	8	4
Foreign	—	2	1
Total current income tax expense (benefit)	79	74	57
Deferred			
United States			
Federal	(15)	(164)	(6)
State	(7)	7	3
Foreign	—	(1)	—
Total deferred income tax expense (benefit)	(22)	(158)	(3)
Total income tax expense (benefit)	\$ 57	\$ (84)	\$ 54

A reconciliation of income taxes computed at the 35% U.S. Federal statutory income tax rate for 2016 and 2017 and 21% for 2018 to our income tax expense (benefit) was as follows:

	For the Years Ended December 31,		
	2018	2017	2016
	(in millions)		
U.S. Federal income tax expense at the statutory rate	\$ 50	\$ 76	\$ 46
U.S. state income tax expense	3	9	4
Tax differential on foreign earnings	—	(1)	1
Non-deductible compensation	2	3	3
Non-deductible stewardship costs	2	3	4
U.S. tax reform	—	(172)	—
Manufacturing tax benefits	—	(5)	(3)
Other	—	3	(1)
Total income tax expense (benefit)	\$ 57	\$ (84)	\$ 54

Reynolds Consumer Group
Notes to the Combined Financial Statements

While our foreign activities are conducted through corporations, in these combined financial statements, these foreign corporations are not foreign controlled subsidiaries. Accordingly, there are no undistributed earnings of foreign subsidiaries.

Tax Reform:

On December 22, 2017, the President of the United States signed into law the Tax Cuts and Jobs Act (the "Act"). In general, the Act (i) reduces the U.S. federal tax rate from a maximum of 35% to a flat rate of 21%, effective January 1, 2018; (ii) introduces amendments restricting the ability to deduct interest expense; (iii) imposes a deemed mandatory repatriation tax on certain deferred foreign earnings while introducing a participation exemption tax system; and (iv) on a prospective basis, starting with the year ending December 31, 2018, changes the computation of U.S. federal income tax, including the introduction of new components of income tax which may apply to us.

The reduction in the U.S. federal tax rate from 35% to 21% resulted in a tax benefit of \$172 million related to the remeasurement of net deferred tax liabilities that is recognized in the combined statements of income for the year ended December 31, 2017. As a result of our legal entity structure the mandatory repatriation tax on certain deferred foreign earnings was not applicable.

Deferred Tax Assets and Liabilities:

Deferred income taxes result from temporary differences between the amount of assets and liabilities recognized for financial reporting and tax purposes. The components of our net deferred income tax liability were as follows:

	As of December 31,	
	2018	2017
	(in millions)	
Deferred tax assets		
Employee benefits	\$ 16	\$ 16
Inventory	5	5
Derivatives	2	—
Reserves	1	3
Tax losses	5	6
Tax credits	3	2
Interest(1)	23	—
Total deferred tax assets	55	32
Valuation allowance	(3)	(4)
Total deferred tax assets after valuation allowance	52	28
Deferred tax liabilities		
Intangible assets	(288)	(291)
Property, plant, and equipment	(60)	(56)
Derivatives	—	(1)
Total deferred tax liabilities	(348)	(348)
Net deferred tax liabilities	\$ (296)	\$ (320)

(1) As a result of the Act, \$95 million of interest expense was not deductible for the year ended December 31, 2018 and has been deferred.

Reynolds Consumer Group
Notes to the Combined Financial Statements

State and foreign net operating loss and tax credit carryforwards, presented on a gross basis, were as follows:

	As of December 31,	
	2018	2017
	(in millions)	
State and foreign net operating loss carryforwards		
Expires within 5 years	\$ 1	\$ 1
Expires after 5 years or indefinite expiration	79	100
Total net operating loss carryforwards	\$ 80	\$ 101
Tax credit carryforwards		
Expires within 5 years	\$ 3	\$ 3
Total tax credit carryforwards	\$ 3	\$ 3

Deferred tax assets related to state and foreign net operating loss carryovers and state tax credit carryovers are available to offset future state taxable earnings. We have provided a valuation allowance to reduce the carrying value of certain of these deferred tax assets, as we have concluded that, based on the available evidence, it is more likely than not that the deferred tax assets will not be fully realized. Valuation allowances were \$3 million and \$4 million as of December 31, 2018 and 2017, respectively. There were no material changes in valuation allowances in any of the years presented.

Uncertain Tax Positions:

ASC 740 prescribes a recognition threshold of more-likely-than not to be sustained upon examination as it relates to the accounting for uncertainty in income taxes recognized in an enterprise's financial statements. Our policy is to include interest and penalties related to gross unrecognized tax benefits in income tax expense.

The following table summarizes the activity related to our gross unrecognized tax benefits:

	For the Years Ended December 31,		
	2018	2017	2016
	(in millions)		
Balance at beginning of the year	\$ 1	\$ —	\$ —
Increase associated with tax positions taken during the current year	—	1	—
Ending unrecognized tax benefits	\$ 1	\$ 1	\$ —

Accrued interest and penalties related to unrecognized tax benefits have been recorded in income tax expense. No expense for accrued interest and penalties was recognized during the years ended December 31, 2018, 2017 and 2016.

Each year we file income tax returns in the various national, state and local income taxing jurisdictions in which we operate. Foreign jurisdictions comprise Canada and China. Our income tax returns are subject to examination and possible challenge by the tax authorities. Although ultimate timing is uncertain, the net amount of tax liability for unrecognized tax benefits may change within the next twelve months due to changes in audit status, settlements of tax assessments and other events.

Tax years 2016 and forward remain subject to examination by the IRS. We are not currently under IRS audit.

Reynolds Consumer Group
Notes to the Combined Financial Statements

State income tax returns are generally subject to examination for a period of 3 to 5 years after filing of the respective return. We are currently subject to a separate company New Jersey state income tax audit for the years 2013 through 2015.

The open tax years for our Canadian income taxes are 2014 and forward. The open tax years for our Chinese income taxes are 2015 and forward. We have no current or recent tax audits in either Canada or China.

Taxes Paid:

Taxes paid were \$8 million, \$7 million and \$3 million for the years ended December 31, 2018, 2017 and 2016, respectively.

Our U.S. entities are members of a consolidated U.S. tax entity. The current U.S. federal tax liability of our U.S. entities is aggregated with the other members of the consolidated U.S. tax entity and settled on a net basis by a related party. There is no formal tax sharing arrangement. The settlement of our U.S. federal current tax is recognized directly as a movement in Net Parent deficit in equity (deficit).

Note 13—Segment Information

Our Chief Executive Officer, who has been identified as our Chief Operating Decision Maker (“CODM”), has evaluated how he views and measures our performance. ASC 280 *Segment Reporting* establishes the standards for reporting information about segments in financial statements. In applying the criteria set forth in ASC 280, and in conjunction with a management realignment in June 2019, we have determined that we have four reportable segments—Reynolds Cooking & Baking, Hefty Waste & Storage, Hefty Tableware and Presto Products. 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 segments are described as follows:

Reynolds Cooking & Baking

Our Reynolds Cooking & Baking segment produces branded and store brand foil, parchment paper, disposable aluminum pans and slow cooker liners. Our branded products are sold under the Reynolds®, Reynolds KITCHENS and E-Z Foil® brands in the United States, under the ALCAN® brand in Canada and under the Diamond® brand outside of North America.

Hefty Waste & Storage

Our Hefty Waste & Storage segment produces both branded and store brand trash and food storage bags. Our products are sold under brand names such as Hefty® Ultra Strong™, Hefty® Strong Trash Bags and Hefty® Slider Bags.

Hefty Tableware

Our Hefty Tableware segment sells both branded and store brand disposable plates, bowls, platters, cups and cutlery. Our branded products, which include dishes and party cups, are sold under the Hefty® brand.

Presto Products

Our Presto Products segment primarily sells store brand products in four main categories: food storage bags, trash bags, disposable storage containers and food wrap. Our Presto Products segment also includes our specialty business which sells re-sealable closure systems.

Reynolds Consumer Group
Notes to the Combined Financial Statements

Information by Segment:

We present 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 unrealized gains and losses on derivatives, costs associated with rationalizing operations and administrative functions, factoring discounts, defined benefit plan settlement losses, amortization of actuarial gains, operational process engineering related consultancy costs and the allocated related party Management Fee.

Total assets by segment are those assets directly associated with the respective operating activities, comprising inventory and property, plant and equipment. Other assets, such as cash, accounts receivable and other intangible assets, are monitored on an entity-wide basis and not included in segment information that is regularly reviewed by our CODM.

The accounting policies applied by our segments are the same as those described in Note 2—Summary of Significant Accounting Policies. Transactions between segments are at negotiated prices.

	Reynolds Cooking & Baking	Hefty Waste & Storage	Hefty Tableware	Presto Products	Segment total	Unallocated(1)	Total
2018							
Net revenues	\$ 1,159	\$ 687	\$ 757	\$ 539	\$ 3,142	\$ —	\$3,142
Intersegment revenues	—	9	—	—	9	(9)	—
Total segment net revenues	1,159	696	757	539	3,151	(9)	3,142
Adjusted EBITDA	234	172	168	85	659		
Depreciation and amortization	16	13	8	20	57	30	87
Capital expenditures(2)	35	21	1	18	75	7	82
Total assets	393	190	135	163	881	5,540	6,421

	Reynolds Cooking & Baking	Hefty Waste & Storage	Hefty Tableware	Presto Products	Segment total	Unallocated(1)	Total
2017							
Net revenues	\$ 1,068	\$ 628	\$ 731	\$ 530	\$ 2,957	\$ —	\$2,957
Intersegment revenues	—	10	—	1	11	(11)	—
Total segment net revenues	1,068	638	731	531	2,968	(11)	2,957
Adjusted EBITDA	251	149	183	83	666		
Depreciation and amortization	14	14	8	19	55	35	90
Capital expenditures(2)	20	18	—	17	55	1	56
Total assets	329	187	116	154	786	5,125	5,911

Reynolds Consumer Group
Notes to the Combined Financial Statements

2016	Reynolds Cooking & Baking	Hefty Waste & Storage	Hefty Tableware	Presto Products	Segment total	Unallocated(1)	Total
Net revenues	\$ 1,057	\$ 658	\$ 710	\$ 510	\$ 2,935	\$ —	\$2,935
Intersegment revenues	—	13	—	—	13	(13)	—
Total segment net revenues	1,057	671	710	510	2,948	(13)	2,935
Adjusted EBITDA	244	151	185	78	658		
Depreciation and amortization	14	21	8	18	61	36	97
Capital expenditures(2)	16	15	—	11	42	1	43

- (1) Unallocated includes eliminations of intersegment revenues, unallocated depreciation and amortization and unallocated assets, which are comprised of cash, accounts receivable, other receivables, entity-wide property, plant and equipment, goodwill, intangible assets, related party receivables and other assets.
- (2) For each of the years presented, the property, plant and equipment included in our Hefty Tableware segment was contributed to us from RGHL Group. No capital expenditures were incurred by us in relation to these items. Refer to Note 14—Related Party Transactions for additional information.

The following table presents a reconciliation of segment Adjusted EBITDA to combined U.S. GAAP income before income taxes:

	For the Years Ended December 31,		
	2018	2017	2016
	<i>(in millions)</i>		
Segment Adjusted EBITDA	\$ 659	\$ 666	\$ 658
Corporate / unallocated expenses	(12)	(10)	(11)
	647	656	647
<i>Adjustments to reconcile to U.S. GAAP income before income taxes</i>			
Depreciation and amortization	(87)	(90)	(97)
Interest expense, net	(280)	(322)	(391)
Factoring discount	(22)	(19)	(15)
Allocated related party Management Fee	(10)	(10)	(13)
Unrealized gains (losses) on derivatives	(14)	4	8
Business rationalization costs	(4)	(2)	(1)
Defined benefit plan settlement loss	—	—	(9)
Other	3	1	4
Combined U.S. GAAP income before income taxes	\$ 233	\$ 218	\$ 133

Reynolds Consumer Group
Notes to the Combined Financial Statements

Information in Relation to Products:

Net revenues by product line are as follows:

	For the Years Ended December 31,		
	2018	2017	2016
	(in millions)		
Waste and storage products(1)	\$ 1,226	\$ 1,158	\$ 1,168
Cooking products	1,159	1,068	1,057
Tableware	757	731	710
Net revenues	\$ 3,142	\$ 2,957	\$ 2,935

(1) Waste and storage products are comprised of our Hefty Waste & Storage and Presto Products segments.

Our different product lines are generally sold to a common group of customers. 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.

Geographic Data:

Geographic data for net revenues (recognized based on location of our business operations) and long-lived assets (representing property, plant and equipment) are as follows:

	For the Years Ended December 31,		
	2018	2017	2016
	(in millions)		
Net revenues:			
United States	\$ 3,079	\$ 2,862	\$ 2,842
Other	63	95	93
Net revenues	\$ 3,142	\$ 2,957	\$ 2,935

	As of December 31,	
	2018	2017
	(in millions)	
Long-lived assets		
United States	\$ 462	\$ 420
Other	2	4
Long-lived assets	\$ 464	\$ 424

Entity-wide Disclosures:

Net revenues from our largest customer and its affiliates were 40%, 39% and 38% of total net revenues for the years ended December 31, 2018, 2017 and 2016, respectively. The net revenues from our largest customer were recognized across all of our segments. No other customers accounted for 10% or more of our total net revenues in any of the periods presented. As a result of our participation in RGHL Group's factoring arrangement, there were no outstanding receivables with this customer as of December 31, 2018 and 2017.

Reynolds Consumer Group
Notes to the Combined Financial Statements

Note 14—Related Party Transactions

Our parent is RGHL, the ultimate parent is Packaging Holdings Limited, and the ultimate shareholder is Mr. Graeme Hart.

In addition to the allocation of expenses for certain services related to group wide functions provided by RGHL Group discussed in Note 1—Description of Business and Basis of Presentation, other transactions between us and RGHL Group are described below. As indicated, certain transactions are reflected in equity (deficit) in our combined balance sheets as Net Parent deficit and in our combined statements of cash flows as a financing activity in net transfers from Parent.

For the years ended December 31, 2018, 2017 and 2016, revenues from product sold to RGHL Group were \$161 million, \$148 million and \$143 million, respectively, and the related costs of sales were \$155 million, \$144 million and \$137 million, respectively. For each of the years ended December 31, 2018, 2017 and 2016, we charged RGHL Group \$2 million of our warehousing costs, which were included in cost of sales. Current related party receivables were \$30 million and \$64 million as of December 31, 2018 and 2017, respectively. For the years ended December 31, 2018, 2017 and 2016, products purchased from RGHL Group were \$511 million, \$492 million and \$494 million, respectively. For the years ended December 31, 2018, 2017 and 2016, RGHL Group charged us \$143 million, \$120 million and \$117 million, respectively, of their freight and warehousing costs, which were included in cost of sales. Current related party payables were \$268 million and \$245 million as of December 31, 2018 and 2017, respectively. These related party receivables and payables are settled regularly with RGHL Group in the normal course of business.

During the years ended December 31, 2018, 2017 and 2016, property, plant and equipment related to our Hefty Tableware segment of \$17 million, \$5 million and \$4 million, respectively, was contributed to us by RGHL Group.

We have written interest-bearing loan agreements in place with RGHL Group which are presented as related party long-term receivables and related party borrowings on our combined balance sheets. These balances are expected to be settled in cash. Related party long-term receivables were \$2,401 million and \$1,929 million as of December 31, 2018 and 2017, respectively. During the year ended December 31, 2017, \$162 million of related party long-term receivables from RGHL Group were offset against current income taxes payable. Related party borrowings were \$3,950 million and \$3,927 million as of December 31, 2018 and 2017, respectively. Related party accrued interest payable was \$576 million and \$367 million as of December 31, 2018 and 2017, respectively. We remit accrued interest payable to RGHL Group as and when requested in conjunction with its cash management activities. Interest expense and income related to these loan agreements are discussed in Note 6—Debt and Borrowing Arrangements, and are accrued based on the written loan agreements. During the years ended December 31, 2018, 2017 and 2016 we borrowed \$338 million, \$416 million and \$634 million (\$17 million non-cash), respectively, from RGHL Group and repaid borrowings of \$314 million, \$456 million (\$3 million non-cash) and \$261 million (\$6 million non-cash), respectively. During the years ended December 31, 2018, 2017 and 2016 we advanced loans of \$537 million, \$508 million and \$650 million, respectively, to RGHL Group and received repayments of \$65 million, \$200 million and \$109 million, respectively. During the year ended December 31, 2016, we incurred \$1,350 million of additional borrowings under the Credit Agreement. The cash associated with these additional borrowings, net of \$16 million in non-lender fees, was received directly by RGHL Group which resulted in an offsetting reduction in related party borrowings owing to RGHL Group.

The weighted average contractual interest rate related to our related party borrowings as of December 31, 2018, 2017 and 2016, was 6.00%, 6.28% and 6.79%, respectively. Below is a schedule of maturity of our related

Reynolds Consumer Group
Notes to the Combined Financial Statements

party borrowings as of December 31, 2018. Subsequent to the settlement of certain balances due to and from RGHL Group in June 2019, as discussed in Note 15—Subsequent Events, the remaining related party borrowings balances all have maturity dates in 2022. The fair value of our related party borrowings as of December 31, 2018 and 2017, which is a Level 2 fair value measurement, approximates the carrying value.

	(in millions)
2019	\$ 250
2020	—
2021	—
2022	430
2023	2,929
Thereafter	341
Related party borrowings	\$ 3,950

The weighted average contractual interest rate related to our non-current related party receivables as of December 31, 2018, 2017 and 2016, was 2.92%, 1.67% and 0.95%, respectively. As of December 31, 2018, these receivables were to mature in 2022, however as discussed in Note 15—Subsequent Events, in June 2019 they were used to reduce the balances outstanding under various related party borrowings.

As discussed in Note 2—Summary of Significant Accounting Policies, we also participate in RGHL Group’s accounts receivable factoring arrangement whereby certain of our accounts receivable are sold at a discount to RGHL Group. Costs for participating in the factoring arrangement are disclosed in Note 9—Other Expense, Net.

We have obtained a letter of support from RGHL confirming its commitment to provide us with financial support to the extent that other sources of funding are not otherwise available to us, expiring the earliest of (i) December 28, 2020; (ii) a sale of the business; or (iii) an initial public offering.

In addition, our U.S. entities are members of a consolidated U.S. tax entity. The current U.S. federal tax liability of our U.S. entities is aggregated with the other members of the consolidated U.S. tax entity and settled on a net basis by a related party. There is no formal tax sharing arrangement. The settlement of our current U.S. federal tax is recognized directly as a movement in Net Parent deficit.

Note 15—Subsequent Events

In June 2019, the non-current related party receivables and a portion of current related party receivables were used to reduce the balances outstanding of various related party borrowings, related party accrued interest payable and related party payables. As a result of this process, we net settled related party borrowings of \$1,714 million, related party accrued interest payable of \$655 million and related party payables of \$94 million. Following these settlements, we now have related party borrowings and related party accrued interest payable due to RGHL Group, which as of June 30, 2019 were \$2,228 million and \$30 million, respectively. The related party borrowings bear interest at rates of 1% to 3% per annum and mature in 2022 and thereafter.

Except as described above, there have been no events subsequent to December 31, 2018 which would require accrual or disclosure in these combined financial statements. Subsequent events have been evaluated through August 28, 2019, the date these combined financial statements were available to be issued.

Reynolds Consumer Group
Condensed Combined Statements of Income
(in millions)
(unaudited)

	For the Nine Months Ended	
	September 30,	
	2019	2018
Net revenues	\$ 2,083	\$ 2,113
Related party net revenues	114	122
Total net revenues	2,197	2,235
Cost of sales	(1,580)	(1,669)
Gross profit	617	566
Selling, general and administrative expenses	(231)	(218)
Other expense, net	(34)	(20)
Income from operations	352	328
Non-operating income, net	1	—
Interest expense, net	(174)	(212)
Income before income taxes	179	116
Income tax expense	(44)	(24)
Net income	\$ 135	\$ 92

See accompanying notes to the condensed combined financial statements.

Reynolds Consumer Group
Condensed Combined Statements of Comprehensive Income
(in millions)
(unaudited)

	For the Nine Months Ended	
	September 30,	
	2019	2018
Net income	\$ 135	\$ 92
Other comprehensive loss, net of income taxes:		
Currency translation adjustment	—	(1)
Postretirement benefit plans	(1)	(1)
Other comprehensive loss, net of income taxes	(1)	(2)
Comprehensive income	<u>\$ 134</u>	<u>\$ 90</u>

See accompanying notes to the condensed combined financial statements.

Reynolds Consumer Group
Condensed Combined Balance Sheets
(in millions)
(unaudited)

	As of September 30, 2019	As of December 31, 2018
Assets		
Cash and cash equivalents	\$ 15	\$ 23
Accounts receivable, net	15	16
Other receivables	4	12
Related party receivables	44	30
Inventories	478	429
Other current assets	8	6
Total current assets	564	516
Property, plant and equipment, net	513	464
Operating lease right-of-use assets, net	35	—
Goodwill	1,879	1,879
Intangible assets, net	1,131	1,155
Deferred income taxes	1	—
Related party receivables	—	2,401
Other assets	7	6
Total assets	\$ 4,130	\$ 6,421
Liabilities		
Accounts payable	\$ 119	\$ 136
Related party payables	93	268
Related party accrued interest payable	42	576
Current portion of long-term debt	21	21
Current portion of related party borrowings	1	250
Income taxes payable	13	11
Accrued and other current liabilities	120	123
Total current liabilities	409	1,385
Long-term debt	1,995	2,009
Long-term related party borrowings	2,147	3,700
Long-term operating lease liabilities	30	—
Deferred income taxes	288	296
Long-term postretirement benefit obligation	44	44
Other liabilities	15	14
Total liabilities	\$ 4,928	\$ 7,448
Commitments and contingencies (Note 12)		
Equity (deficit)		
Net Parent deficit	(807)	(1,034)
Accumulated other comprehensive income	9	7
Total equity (deficit)	(798)	(1,027)
Total liabilities and equity (deficit)	\$ 4,130	\$ 6,421

See accompanying notes to the condensed combined financial statements.

Reynolds Consumer Group
Condensed Combined Statements of Equity (Deficit)
(in millions)
(unaudited)

	Net Parent (Deficit)	Accumulated Other Comprehensive Income	Total Equity (Deficit)
For the Nine Months Ended September 30, 2018			
Balance as of December 31, 2017	\$(1,304)	\$ 6	\$(1,298)
Adoption of new accounting principle	(5)	—	(5)
Net income	92	—	92
Other comprehensive loss, net of income taxes	—	(2)	(2)
Net transfers (to) from Parent	53	—	53
Balance as of September 30, 2018	<u>\$(1,164)</u>	<u>\$ 4</u>	<u>\$(1,160)</u>
For the Nine Months Ended September 30, 2019			
Balance as of December 31, 2018	\$(1,034)	\$ 7	\$(1,027)
Adoption of new accounting principle	(3)	3	—
Net income	135	—	135
Other comprehensive loss, net of income taxes	—	(1)	(1)
Net transfers (to) from Parent	95	—	95
Balance as of September 30, 2019	<u>\$ (807)</u>	<u>\$ 9</u>	<u>\$ (798)</u>

See accompanying notes to the condensed combined financial statements.

Reynolds Consumer Group
Condensed Combined Statements of Cash Flows
(in millions)
(unaudited)

	For the Nine Months Ended September 30,	
	2019	2018
Cash provided by (used in) operating activities		
Net income	\$ 135	\$ 92
Adjustments to reconcile net income to operating cash flows:		
Depreciation and amortization	63	66
Deferred income taxes	(9)	(26)
Unrealized (gains) losses on derivatives	(9)	8
Non-cash portion of employee benefit obligations	—	2
Change in assets and liabilities:		
Accounts receivable, net	1	(4)
Other receivables	9	6
Related party receivables	(57)	(27)
Inventories	(56)	(132)
Operating lease right-of use assets, net	6	—
Accounts payable	(17)	36
Related party payables	(72)	163
Related party accrued interest payable	121	151
Operating lease liabilities	(6)	—
Income taxes payable	50	42
Accrued and other current liabilities	1	(26)
Other assets and liabilities	(1)	(2)
Employee benefit obligations, net	(1)	(2)
Net cash provided by operating activities	158	347
Cash provided by (used in) investing activities		
Acquisition of property, plant and equipment	(74)	(50)
Advances to related parties	(170)	(250)
Repayments from related parties	151	65
Net cash used in investing activities	(93)	(235)
Cash provided by (used in) financing activities		
Long-term debt repayments	(16)	(16)
Advances from related parties	55	187
Repayments to related parties	(140)	(314)
Deferred debt and equity transaction costs	(2)	—
Net transfers from Parent	30	14
Net cash used in financing activities	(73)	(129)
Cash and cash equivalents:		
Decrease in cash and cash equivalents	(8)	(17)
Balance as of beginning of the period	23	23
Balance as of end of the period	\$ 15	\$ 6
Cash paid:		
Interest—long-term debt	80	72
Interest—related party borrowings	6	24
Income taxes, net of refunds	3	7

Significant non-cash investing and financing activities

Refer to Note 7—Leases for details of non-cash additions to operating lease right-of-use assets, net as a result of changes in operating lease liabilities. Refer to Note 16—Related Party Transactions for details of significant non-cash investing and financing activities.

See accompanying notes to the condensed combined financial statements.

Reynolds Consumer Group
Notes to the Condensed Combined Financial Statements
(unaudited)

Note 1—Description of Business and Basis of Presentation

Description of Business:

Reynolds Consumer Group (“we”, “us” or “our”) comprises the business that has been reported as the Reynolds Consumer Products segment in the consolidated financial statements of Reynolds Group Holdings Limited (“RGHL”) and its subsidiaries (collectively, “RGHL Group” or the “Parent”).

We produce and sell products across three broad categories: cooking products, waste & storage products and tableware. We sell our products under brands such as Reynolds® and Hefty®, and also under store brands. Our product portfolio includes aluminum foil, wraps, disposable bakeware, trash bags, food storage bags and disposable tableware. We report four business segments: Reynolds Cooking & Baking; Hefty Waste & Storage; Hefty Tableware; and Presto Products.

Basis of Presentation:

We have historically operated as part of RGHL Group and not as a stand-alone entity. Our condensed combined financial statements present the results of operations, financial position and cash flows prepared on a stand-alone basis and have been derived from the accounting records of RGHL Group. All revenues and costs as well as assets and liabilities that are either legally attributable to us or directly associated with our business activities are included in our condensed combined financial statements. Intercompany transactions, profits and balances between our combined entities have been eliminated. Our condensed combined financial statements include Reynolds Consumer Products Inc., the entity whose shares will be issued to the public.

Our condensed combined financial statements are unaudited and presented in U.S. dollars. They have been prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”) and pursuant to the rules and regulations of the Securities and Exchange Commission (“SEC”) for interim financial information. Accordingly, they do not include all of the information and footnotes required by U.S. GAAP for complete financial statements. Our condensed combined balance sheet as of December 31, 2018 has been derived from our audited combined financial statements at that date. Our condensed combined financial statements should be read in conjunction with our combined financial statements and notes thereto for the year ended December 31, 2018, which include a complete set of footnote disclosures, including our significant accounting policies. In our opinion, these condensed combined financial statements include all normal and recurring adjustments considered necessary for a fair statement of our results of operations, financial position and cash flows for the periods presented. However, our results of operations for any interim period are not necessarily indicative of the results that may be expected for a full fiscal year or for any other future period.

Our condensed combined statements of income include allocations of certain expenses for services provided by RGHL Group, including, but not limited to, general corporate expenses related to group wide functions including executive management, finance, legal, tax, information technology and a portion of a related party management fee incurred by RGHL Group. Total costs allocated to us for these functions were \$29 million for each of the nine months ended September 30, 2019 and 2018, which were primarily included in selling, general and administrative expenses in our condensed combined statements of income. These amounts include costs of \$17 million and \$15 million for the nine months ended September 30, 2019 and 2018, respectively, that were not historically allocated to us as part of RGHL Group’s normal monthly reporting process. Additionally, in the nine months ended September 30, 2019 costs of \$12 million were allocated to us related to the IPO process that cannot be offset against the expected future IPO proceeds, as well as costs related to our preparations to operate as a stand-alone public company, which were included in other expense, net in our condensed combined

Reynolds Consumer Group
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statements of income. All of these expenses have been allocated on a basis considered reasonable by management, using either specific identification, such as direct usage or headcount when identifiable, or proportional allocations determined with reference to time incurred, relative to revenues, or other reasonable methods of allocation. Amounts allocated on a proportional basis relate to certain corporate functions and are reflective of the time and effort expended in the provision of these corporate functions to us.

The allocations referred to above may not, however, reflect all actual expenses we would have incurred and may not reflect the combined results of operations, financial position and cash flows had we operated as a stand-alone company during the periods presented. The amount of actual costs that may have been incurred if we were a stand-alone company would depend on a number of factors, including our chosen organizational structure, which functions were performed by our employees or outsourced and strategic decisions made in areas such as information technology and infrastructure.

RGHL Group centrally manages substantially all of our financial resources. We finance our operating and capital requirements through a combination of cash provided by operations, RGHL Group's external borrowings that we have incurred and intercompany funding with RGHL Group. We are a borrower under a portion of RGHL Group's external borrowings and therefore a portion of this third-party debt is reflected as long-term debt on our condensed combined balance sheets. Refer to Note 6—Debt and Borrowing Arrangements for further information. Our intercompany funding with RGHL Group, which is subject to various legal agreements with RGHL Group, is reflected in related party borrowings on our condensed combined balance sheets. We also advance surplus cash to RGHL Group as part of its cash management activities. The balance of these amounts is reflected in non-current related party receivables in our condensed combined balance sheets. Refer to Note 16 —Related Party Transactions for further information.

Net Parent deficit represents the Parent's interest in our net assets. As a direct ownership relationship does not exist between the various entities of our combined group, a Net Parent deficit account is shown in our condensed combined financial statements. The majority of transactions between us and RGHL Group have a history of settlement or are expected to be settled for cash as part of the share offering. These transactions have been reflected in our condensed combined balance sheets as related party receivables and payables. Transactions that do not have a history of settlement are reflected in equity (deficit) in our condensed combined balance sheets as Net Parent deficit and, when cash is utilized (contributed), in our condensed combined statements of cash flows as a financing activity in net transfers from (to) Parent. Refer to Note 16—Related Party Transactions for further information.

Note 2—Summary of Significant Accounting Policies

Use of Estimates:

We prepare our condensed combined financial statements in accordance with U.S. GAAP, which requires us to make estimates and assumptions that affect a number of amounts in our condensed combined financial statements. Significant accounting policy elections, estimates and assumptions include, among others, benefit plan assumptions, valuation assumptions of goodwill and intangible assets, useful lives of long-lived assets, sales incentives and income taxes. We base our estimates on historical experience and other assumptions that we believe are reasonable. If actual amounts differ from estimates, we include the revisions in our combined results of operations in the period the actual amounts become known. Historically, the aggregate differences, if any, between our estimates and actual amounts in any year have not had a material effect on our condensed combined financial statements.

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Leases:

We determine whether a contract is or contains a lease at contract inception. On January 1, 2019, we began to record operating leases on our condensed combined balance sheet. Right-of-use (“ROU”) assets represent our right to use an underlying asset for the lease term and lease liabilities represent our obligation to make lease payments arising from the lease. ROU assets are recognized at the commencement date at the value of the lease liability, adjusted for any prepayments, lease incentives received and initial direct costs incurred. Lease liabilities are recognized at the commencement date based on the present value of remaining lease payments over the lease term. Following initial recognition, lease liability balances are amortized using the effective interest method, while ROU assets are adjusted by the difference between the fixed lease expense recognized and the interest expense associated with the effective interest method in the period.

Some of our leases contain non-lease components, for example common area or other maintenance costs, that relate to the lease components of the agreement. Non-lease components and the lease components to which they relate are accounted for as a single lease component as we have elected to combine lease and non-lease components for all classes of underlying assets. We recognize interest on operating lease liabilities and amortization of ROU assets as a single lease expense for operating leases on a straight-line basis over the lease term. For the nine months ended September 30, 2019, \$7 million was recorded in cost of sales and \$1 million in selling, general and administrative expenses in our condensed combined statements of income. All operating lease cash payments are recorded within cash flows from operating activities in the condensed combined statements of cash flows. Our lease agreements do not include significant restrictions, covenants or residual value guarantees.

Stock-based Compensation:

Stock-based compensation expense is measured at the grant date based on the fair value of the award and is recognized as expense over the period in which the awards vest in accordance with applicable guidance under ASC 718, *Compensation—Stock Compensation*. In contemplation of us issuing shares to the public, we granted restricted stock units (“RSUs”) in July 2019 to certain members of management, pursuant to retention agreements entered into with these employees. These RSUs vest upon satisfaction of both a performance-based vesting condition (the “IPO Condition”) and a service-based vesting condition (the “Service Condition”). The IPO Condition will be satisfied as and when we complete our initial public offering. The Service Condition will be satisfied with respect to one-third of an employee’s RSUs on each anniversary from the date of our initial public offering for three consecutive years, subject to the employee’s continued employment through the applicable vesting date. We account for forfeitures of outstanding but unvested grants in the period they occur. The grant date fair value of the RSUs was approximately \$3 million. Although the requisite service period began in July 2019, we have not recognized any compensation expense in our condensed combined financial statements during the nine months ended September 30, 2019, because we concluded that it is not probable that the IPO Condition will be achieved.

New Accounting Pronouncements

Recently Adopted Accounting Guidance:

In February 2016, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) ASU 2016-02, *Leases (Topic 842)*. The ASU revises existing U.S. GAAP and outlines a new model for lessors and lessees to use in accounting for lease contracts. The guidance requires lessees to recognize an ROU asset and a lease liability on the balance sheet for all leases, with the exception of short-term leases.

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Lessees will classify leases as either operating (resulting in straight-line expense recognition) or finance (resulting in a front-loaded expense pattern). In July 2018, the FASB issued an ASU which allows for an alternative transition approach, which will not require adjustments to comparative prior-period amounts. Topic 842 and all related ASUs are effective for fiscal years beginning after December 15, 2018, with early adoption permitted. We adopted the new standard on January 1, 2019 on a modified retrospective basis using a simplified transition approach, with no adjustment made to our prior period combined financial statements. We elected to apply the package of practical expedients, including not reassessing whether expired or existing contracts contained leases, the classification of those leases and initial direct costs for any existing leases. We also elected to exclude short-term leases (term of 12 months or less) from the balance sheet presentation. The most significant impact from adopting the standard is the initial recognition of ROU assets and operating lease liabilities on our condensed combined balance sheet. Upon adoption, we recorded ROU assets (adjusted for deferred rent) and operating lease liabilities of \$37 million and \$39 million, respectively, representing the present value of future lease payments with terms greater than 12 months. There was no other impact on our condensed combined financial statements.

In February 2018, the FASB issued ASU 2018-02, *Income Statement—Reporting Comprehensive Income (Topic 220): Reclassification of Certain Tax Effects from Accumulated Other Comprehensive Income*. This guidance permits companies to reclassify to retained earnings the tax effects stranded in accumulated other comprehensive income as a result of the U.S. Tax Cuts and Jobs Act of 2017. The ASU is effective for fiscal years beginning after December 15, 2018, with early adoption permitted. We adopted the standard as of January 1, 2019 which resulted in a reclassification of \$3 million of income tax expense from accumulated other comprehensive income into Net Parent deficit.

Accounting Guidance Issued But Not Yet Adopted as of September 30, 2019:

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, which modifies the impairment model to use an expected loss methodology in place of the currently used incurred loss methodology, which may result in earlier recognition of losses related to financial instruments. This ASU is effective for annual reporting periods beginning after December 15, 2019, with early adoption permitted, and requires a cumulative effect adjustment to the balance sheet upon adoption. We are currently assessing the impact on our condensed combined financial statements.

In August 2018, the FASB issued ASU 2018-14, *Compensation—Retirement Benefits—Defined Benefit Plans—General (Subtopic 715-20) Disclosure—Framework—Changes to the Disclosure Requirements for Defined Benefit Plans*. The ASU modifies the disclosure requirements for employers that sponsor defined benefit pension or other postretirement plans. The ASU is effective for fiscal years beginning after December 15, 2020, with early adoption permitted. We are currently evaluating the requirements of this guidance, which is expected to impact our disclosures but is not expected to impact the measurement and recognition of amounts in our condensed combined financial statements.

In August 2018, the FASB issued ASU 2018-15, *Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40): Customer’s Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That is a Service Contract*, which aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs for internal-use software. This ASU is effective for annual reporting periods beginning after December 15, 2019, with early adoption permitted. We are currently assessing the impact on our condensed combined financial statements.

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Note 3—Inventories

Inventories consisted of the following:

	As of September 30, 2019	(in millions)	As of December 31, 2018
Raw materials	\$ 127		\$ 130
Work in progress	53		49
Finished goods	270		224
Spare parts	28		26
Inventories	\$ 478		\$ 429

Note 4—Property, Plant and Equipment, Net

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

	As of September 30, 2019	(in millions)	As of December 31, 2018
Land and land improvements	\$ 34		\$ 33
Buildings and building improvements	126		124
Machinery and equipment	876		841
Construction in progress	110		76
Property, plant and equipment, at cost	1,146		1,074
Less: accumulated depreciation	(633)		(610)
Property, plant and equipment, net	\$ 513		\$ 464

Note 5—Goodwill and Intangible Assets

Goodwill by reportable segment was as follows:

	Reynolds Cooking & Baking	Hefty Waste & Storage	Hefty Tableware	Presto Products	Total
	(in millions)				
Balance as of December 31, 2018	\$ 794	\$ 505	\$ 282	\$ 298	\$1,879
Movements	—	—	—	—	—
Balance as of September 30, 2019	\$ 794	\$ 505	\$ 282	\$ 298	\$1,879

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Intangible assets, net consisted of the following:

	As of September 30, 2019			As of December 31, 2018		
	Gross carrying amount	Accumulated amortization	Net	Gross carrying amount	Accumulated amortization	Net
	(in millions)					
Finite-lived intangible assets						
Customer relationships	\$ 580	\$ (305)	\$ 275	\$ 580	\$ (283)	\$ 297
Trade names	25	(19)	6	25	(17)	8
Total finite-lived intangible assets	605	(324)	281	605	(300)	305
Indefinite-lived intangible assets						
Trade names	850	—	850	850	—	850
Total intangible assets	\$ 1,455	\$ (324)	\$1,131	\$ 1,455	\$ (300)	\$1,155

Note 6—Debt and Borrowing Arrangements

We have incurred borrowings under RGHL Group’s Senior Secured Credit Agreement, as amended (the “Credit Agreement”).

The information presented below relates to our borrowings under the Credit Agreement, which represent only a portion of the total RGHL Group borrowings incurred under the Credit Agreement. For details regarding our borrowings with RGHL Group, refer to Note 16—Related Party Transactions.

Long-Term Debt:

Long-term debt consisted of the following:

	As of September 30, 2019	As of December 31, 2018
		(in millions)
U.S. Term Loan	\$ 2,021	\$ 2,037
Deferred financing transaction costs	(4)	(5)
Original issue discounts	(1)	(2)
	\$ 2,016	\$ 2,030
Less: current portion	(21)	(21)
Long-term debt	\$ 1,995	\$ 2,009

Overview—Credit Agreement

The facilities under the Credit Agreement are comprised of (i) U.S. and European Term Loans, denominated in U.S. dollars and euro, respectively, and (ii) a Revolving Facility, denominated in U.S. dollars. For both periods presented, the Revolving Facility has only been utilized by RGHL Group in the form of letters of credit. As of September 30, 2019, RGHL Group has utilized \$55 million, including \$5 million for our letters of credit. We are a borrower under the U.S. Term Loan. Interest under the U.S. Term Loan comprises LIBOR, with a floor of 0%, plus a margin of 2.75%. We are not a borrower under the European Term Loans.

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The obligations under the Credit Agreement are guaranteed by, and secured by the assets of, certain members of RGHL Group, including certain entities of our combined group. For further details of the guarantees and security we have provided in relation to RGHL Group's external borrowings, refer to Note 12—Commitments and Contingencies.

The U.S. Term Loan requires quarterly amortization payments of 0.25% of the outstanding principal as of February 5, 2017, with the balance due at maturity. Based on our portion of the outstanding borrowings, this represents amortization payments of approximately \$5 million per quarter. Borrowings under the U.S. Term Loan may be voluntarily repaid in whole or in part and are subject to mandatory prepayments in certain circumstances, including the requirement to make annual prepayments of both the U.S. and European 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 are due in 2019 for the year ended December 31, 2018.

Scheduled Maturities

Below is a schedule of required future repayments on our debt outstanding under the Credit Agreement as of September 30, 2019:

	(in millions)
2019	\$ 5
2020	21
2021	21
2022	21
2023	1,953
Total long-term debt	<u>2,021</u>

Fair Value of Our Long-Term Debt:

The fair value of our long-term debt as of September 30, 2019 and December 31, 2018, which is a Level 2 fair value measurement, approximates the carrying value due to the variable market interest rate and the stability of RGHL Group's credit profile.

Interest expense, net:

Interest expense, net consisted of the following:

	For the Nine Months Ended	
	September 30,	
	2019	2018
	(in millions)	
Interest expense, external debt	\$ 78	\$ 71
Interest expense, related party borrowings(1)	128	175
Interest income, related party receivables(1)	(33)	(35)
Amortization of deferred financing transaction costs	1	1
Interest expense, net	<u>\$ 174</u>	<u>\$ 212</u>

(1) Refer to Note 16—Related Party Transactions for additional information.

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Note 7—Leases

We lease certain buildings and plant and equipment. Our leases have reasonably assured remaining lease terms of up to 9 years. Certain leases include options to renew for up to 15 years. At lease inception, we determine the lease term by assuming the exercise of those renewal options that are reasonably certain. Some leases have variable payments, however, because they are not based on an index or rate, they are not included in the measurement of ROU assets and operating lease liabilities. Variable payments for real estate leases relate primarily to common area maintenance, insurance, taxes and utilities associated with the properties. Variable payments for equipment leases relate primarily to hours, miles, or other quantifiable usage factors, which are not determinable at the time the lease agreement is entered into. These variable payments are expensed as incurred. The discount rate applied to our leases in determining the present value of lease payments is our incremental borrowing rate based on the information available at the commencement date. Leases with an initial term of 12 months or less are not recorded in our condensed combined balance sheets and we recognize lease expense for these leases on a straight-line basis over the lease term. We do not have finance leases.

Lease costs consisted of the following:

	For the Nine Months Ended September 30, 2019 (in millions)
Operating lease costs	\$ 8
Variable lease costs	1
Short-term lease costs	4
Total lease costs	\$ 13

As of September 30, 2019, there were no material lease transactions that we have entered into but have not yet commenced.

Future lease payments under non-cancelable leases under prior lease accounting rules (ASC 840) and under the new lease accounting rules (ASC 842) that went into effect on January 1, 2019 were as follows:

	As of September 30, 2019 ASC 842	As of December 31, 2018 ASC 840
	(in millions)	
2019	\$ 2	\$ 11
2020	10	9
2021	9	8
2022	8	7
2023	4	4
Thereafter	15	15
Total undiscounted lease payments	\$ 48	\$ 54
Less: imputed interest	(10)	
Operating lease liabilities	\$ 38	

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Operating lease liabilities and ROU assets included in our condensed combined balance sheets were as follows:

	As of September 30, 2019 (in millions)
Accrued and other current liabilities	\$ 8
Long-term operating lease liabilities	30
	<u>\$ 38</u>
Operating lease right-of-use assets, net	\$ 35

During the nine months ended September 30, 2019, new leases resulted in the recognition of ROU assets and corresponding lease liabilities of \$4 million. During the nine months ended September 30, 2019, cash flows from operating activities include \$8 million of payments for operating lease liabilities.

As of September 30, 2019, the weighted average remaining lease term and weighted average discount rate for operating leases was 5.85 years and 7.51%, respectively.

Note 8—Financial Instruments

We are exposed to price risk related to forecasted purchases of certain commodities that we primarily use as raw materials. From time to time we may enter into derivative financial instruments to mitigate certain risks. We are not a party to leveraged derivatives and, by policy, do not use financial instruments for speculative purposes.

We record derivative financial instruments on a gross basis and at fair value in our condensed combined balance sheets in other current assets or accrued and other current liabilities due to their relatively short-term duration. Cash flows from derivative instruments are classified as operating activities in our condensed combined statements of cash flows based on the nature of the derivative instrument. Historically, we have not elected to use hedge accounting. Accordingly, any unrealized gains or losses (mark-to-market impacts) and realized gains or losses are recorded in cost of sales in our condensed combined statements of income.

Fair Value of Derivative Instruments:

Derivative instruments, consisting of commodity contracts, were recorded at fair value in accrued and other current liabilities in our condensed combined balance sheets and consisted of liabilities of \$1 million and \$9 million as of September 30, 2019 and December 31, 2018, respectively.

Our commodity contracts are primarily commodity swaps and are all Level 2 financial assets and liabilities. Commodity derivatives are valued using an income approach based on the observable market commodity 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.

We recognized unrealized gains of \$9 million and unrealized losses of \$8 million for the nine months ended September 30, 2019 and 2018, respectively, in cost of sales in our condensed combined statements of income.

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The following table provides the detail of outstanding commodity derivative contracts as of September 30, 2019:

Type	Unit of measure	Contracted volume	Contracted price range	Contracted date of maturity
Aluminum swaps	Metric tonne	1,212	\$1,953.50 - \$2,156.50	Oct 2019 - Jan 2020
Aluminum Midwest Premium swaps	Metric tonne	1,212	\$395.36 - \$405.65	Oct 2019 - Jan 2020
Benzene swaps	U.S. liquid gallon	1,834,714	\$2.29 - \$2.55	Nov 2019 - Mar 2020
Diesel swaps	U.S. liquid gallon	3,459,286	\$3.00 - \$3.30	Oct 2019 - Sep 2020

Note 9—Benefit Plans

Related Party Multiemployer Defined Benefit Plan:

Certain of our employees participate in a defined benefit plan sponsored by RGHL Group, along with participants of RGHL Group's other businesses. This plan is accounted for as a multiemployer plan in these condensed combined financial statements and as a result, no asset or liability was recorded by us to recognize the funded status of the plan. We recorded expense of \$2 million in cost of sales for each of the nine months ended September 30, 2019 and 2018 related to our employees' participation in the RGHL Group sponsored plan.

Postretirement Benefit Plan:

Certain of our employees in the United States participate in a postretirement benefit plan. Our postretirement benefit plan is not funded.

Components of Net Periodic Postretirement Costs

Net periodic postretirement benefit costs consisted of the following:

	For the Nine Months Ended September 30,	
	2019	2018
	(in millions)	
Service cost	\$ —	\$ 1
Interest cost	1	1
Amortization of actuarial gain	(2)	(1)
Net periodic postretirement costs	\$ (1)	\$ 1

The service cost component of net periodic postretirement costs is recognized in cost of sales, while interest cost and amortization of actuarial gain are recognized in non-operating income, net in the condensed combined statements of income.

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Note 10—Accrued and Other Current Liabilities

Accrued and other current liabilities consisted of the following:

	As of September 30, 2019	As of December 31, 2018
	(in millions)	
Trade promotion allowances	\$ 34	\$ 40
Accrued personnel costs	41	34
Other	45	49
Accrued and other current liabilities	\$ 120	\$ 123

Note 11—Other Expense, Net

Other expense, net consisted of the following:

	For the Nine Months Ended September 30,	
	2019	2018
	(in millions)	
Factoring discount(1)	\$ 15	\$ 14
Allocated related party Management Fee(2)	7	6
Transaction-related costs(3)	12	—
Other expense, net	\$ 34	\$ 20

- (1) We participate in an accounts receivable factoring arrangement with a special purpose entity (“SPE”) consolidated by RGHL Group whereby we transfer substantially all of our U.S. accounts receivable in their entirety to RGHL Group and satisfy all of the conditions to report the transfer of financial assets in their entirety as a sale. We continue to collect the receivables sold, acting solely as a collecting agent on behalf of RGHL Group. We have not recognized any assets or liabilities related to the servicing arrangement as of September 30, 2019 and December 31, 2018. The SPE is considered to be a variable interest entity, however we are not its primary beneficiary because we do not have the power to direct any of its most significant activities through our arrangement as a collecting agent. The fair value of assets received as proceeds in exchange for the transfer of accounts receivable under this factoring arrangement approximates the fair value of such receivables. We recognized losses of \$15 million and \$14 million for the nine months ended September 30, 2019 and 2018, respectively, which represents the discount from book values at which these accounts receivable were sold to RGHL Group. The principal amount of receivables sold under this arrangement was \$2,400 million and \$2,226 million for the nine months ended September 30, 2019 and 2018, respectively. The balance of receivables sold, and still outstanding, was \$271 million and \$264 million as of September 30, 2019 and December 31, 2018, respectively.
- (2) RGHL Group’s financing agreements permit the payment to related parties of management, consulting, monitoring and advising fees (the “Management Fee”) of up to 1.5% of RGHL Group’s Adjusted EBITDA (as defined in RGHL Group’s financing agreements) for the previous year. We have been allocated a portion of this Management Fee based on our portion of RGHL Group’s Adjusted EBITDA.
- (3) We were allocated costs during the nine months ended September 30, 2019 related to the IPO process that cannot be offset against the expected future IPO proceeds, as well as costs related to our preparations to operate as a stand-alone public company.

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Note 12—Commitments and Contingencies

Legal Proceedings:

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 related 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 financial position, results of operations or cash flows. However, actual outcomes may differ from those expected and could have a material effect on our financial position, results of operations or cash flows in a future period.

As of September 30, 2019, there were no legal proceedings pending other than those for which we have determined that the possibility of a material outflow is remote.

Security and Guarantee Arrangements:

As of September 30, 2019, certain of our entities and other related entities within RGHL Group have guaranteed the following borrowings of RGHL Group:

- \$3,224 million and €243 million of secured floating rate term loans that mature in 2023 and other obligations under the Credit Agreement, of which \$2,021 million is included on our condensed combined balance sheet in long-term debt;
- secured revolving credit facilities of \$302 million that mature in 2021 (\$55 million utilized as of September 30, 2019) under the Credit Agreement;
- \$3,137 million of 5.750% senior secured notes that mature in 2020;
- \$345 million of 6.875% senior secured notes that mature in 2021;
- \$750 million of floating rate senior secured notes that mature in 2021;
- \$1,600 million of 5.125% senior secured notes that mature in 2023;
- \$800 million of 7.000% senior notes that mature in 2024; and
- secured local working capital facilities.

Certain of our entities and other related entities within RGHL Group have granted security over their assets to support the secured obligations described above. The equity interests in certain of our entities have been pledged as collateral to support the secured obligations described above. We would only be liable under these guarantees in the event of default by RGHL Group on its obligations, the probability of which we believe is remote. As a result of these arrangements, substantially all of our assets are pledged as security for the secured obligations described above.

Under the Credit Agreement, all of the U.S. Term Loan borrowers are jointly and severally liable for the outstanding principal. The total principal balance outstanding for the U.S. Term Loan was \$3,224 million and \$3,248 million as of September 30, 2019 and December 31, 2018, respectively. These amounts include the \$2,021 million and \$2,037 million presented on our condensed combined balance sheets as of September 30,

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2019 and December 31, 2018, respectively. We have not recognized a liability for the additional outstanding principal as we would only be liable under the agreement in the event of default by RGHL Group on its obligations, which we believe is remote.

Note 13—Accumulated Other Comprehensive Income

The following table summarizes the changes in our balances of each component of accumulated other comprehensive income. Amounts reclassified from accumulated other comprehensive income to net income (net of tax) were a net gain of \$1 million for each of the nine months ended September 30, 2019 and 2018.

	<u>For the Nine Months Ended September 30,</u>	
	<u>2019</u>	<u>2018</u>
	(in millions)	
Currency translation adjustments:		
Balance as of beginning of period	\$ (7)	\$ (5)
Currency translation adjustments	—	(1)
Other comprehensive loss	—	(1)
Balance as of end of period	\$ (7)	\$ (6)
Postretirement benefit plan:		
Balance as of beginning of period	\$ 14	\$ 11
Adoption of new accounting principle	3	—
(Gains) and losses reclassified into net income:		
Amortization of actuarial gain	(2)	(1)
Tax benefit on reclassifications	1	—
Other comprehensive loss	(1)	(1)
Balance as of end of period	\$ 16	\$ 10
Accumulated other comprehensive income		
Balance as of beginning of period	\$ 7	\$ 6
Adoption of new accounting principle	3	—
Other comprehensive loss	(1)	(2)
Balance as of end of period	\$ 9	\$ 4

Note 14—Income Taxes

Our effective tax rate was 25% and 21% for the nine months ended September 30, 2019 and 2018, respectively. The increase in the effective tax rate was a result of the favorable impact of U.S. state legislative changes enacted in the nine months ended September 30, 2018 and certain non-deductible transaction-related costs recognized in the nine months ended September 30, 2019. Our effective tax rate in both periods reflects the U.S. federal rate of 21%, the impact of state taxes and estimated non-deductible expenses, net of estimated credits.

In addition, on January 1, 2019, we transferred \$3 million of income tax expense from accumulated other comprehensive income into Net Parent deficit on adoption of ASU 2018-02. For further details, refer to Note 2—Summary of Significant Accounting Policies.

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Note 15—Segment Information

Our Chief Executive Officer, who has been identified as our Chief Operating Decision Maker (“CODM”), has evaluated how he views and measures our performance. ASC 280 *Segment Reporting* establishes the standards for reporting information about segments in financial statements. In applying the criteria set forth in ASC 280 and in conjunction with a management realignment in June 2019, we have determined that we have four reportable segments—Reynolds Cooking & Baking, Hefty Waste & Storage, Hefty Tableware and Presto Products. 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 segments are described as follows:

Reynolds Cooking & Baking

Our Reynolds Cooking & Baking segment produces branded and store brand foil, parchment paper, disposable aluminum pans and slow cooker liners. Our branded products are sold under the Reynolds®, Reynolds KITCHENS and E-Z Foil® brands in the United States, under the ALCAN® brand in Canada and under the Diamond® brand outside of North America.

Hefty Waste & Storage

Our Hefty Waste & Storage segment produces both branded and store brand trash and food storage bags. Our products are sold under brand names such as Hefty® Ultra Strong™, Hefty® Strong Trash Bags and Hefty® Slider Bags.

Hefty Tableware

Our Hefty Tableware segment sells both branded and store brand disposable plates, bowls, platters, cups and cutlery. Our branded products, which include dishes and party cups, are sold under the Hefty® brand.

Presto Products

Our Presto Products segment primarily sells store brand products in four main categories: food storage bags, trash bags, disposable storage containers and food wrap. Our Presto Products segment also includes our specialty business which sells re-sealable closure systems.

Information by Segment:

We present 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.

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Adjusted EBITDA represents each segment's earnings before interest, tax, depreciation and amortization and is further adjusted to exclude unrealized gains and losses on derivatives, costs associated with rationalizing operations and administrative functions, operational process engineering-related consultancy costs, factoring discounts, amortization of actuarial gains, the allocated related party Management Fee and transaction-related costs.

	<u>Reynolds Cooking & Baking</u>	<u>Hefty Waste & Storage</u>	<u>Hefty Tableware</u>	<u>Presto Products</u>	<u>Segment total</u>	<u>Unallocated(1)</u>	<u>Total</u>
Nine Months Ended September 30, 2019							
Net revenues	\$ 744	\$ 522	\$ 545	\$ 386	\$ 2,197	\$ —	\$2,197
Intersegment revenues	—	11	—	1	12	(12)	—
Total segment net revenues	744	533	545	387	2,209	(12)	2,197
Adjusted EBITDA	116	142	126	67	451		

	<u>Reynolds Cooking & Baking</u>	<u>Hefty Waste & Storage</u>	<u>Hefty Tableware</u>	<u>Presto Products</u>	<u>Segment total</u>	<u>Unallocated(1)</u>	<u>Total</u>
Nine Months Ended September 30, 2018							
Net revenues	\$ 780	\$ 501	\$ 552	\$ 402	\$ 2,235	\$ —	\$2,235
Intersegment revenues	—	7	—	—	7	(7)	—
Total segment net revenues	780	508	552	402	2,242	(7)	2,235
Adjusted EBITDA	139	113	118	61	431		

Segment assets consisted of the following:

	<u>Reynolds Cooking & Baking</u>	<u>Hefty Waste & Storage</u>	<u>Hefty Tableware</u>	<u>Presto Products</u>	<u>Segment total</u>	<u>Unallocated(1)</u>	<u>Total</u>
(in millions)							
As of September 30, 2019	\$ 424	\$ 228	\$ 148	\$ 174	\$ 974	\$ 3,156	\$4,130
As of December 31, 2018	393	190	135	163	881	5,540	6,421

- (1) Unallocated includes eliminations of intersegment revenues and unallocated assets, which are comprised of cash, accounts receivable, other receivables, entity-wide property, plant and equipment, goodwill, intangible assets, related party receivables, other assets and operating lease right-of-use assets.

Reynolds Consumer Group
Notes to the Condensed Combined Financial Statements
(unaudited)

The following table presents a reconciliation of segment Adjusted EBITDA to combined U.S. GAAP income before income taxes:

	For the Nine Months Ended September 30,	
	2019	2018
	(in millions)	
Segment Adjusted EBITDA	\$ 451	\$ 431
Corporate / unallocated expenses	(10)	(8)
	<u>441</u>	<u>423</u>
<i>Adjustments to reconcile to U.S. GAAP income before income taxes</i>		
Depreciation and amortization	(63)	(66)
Interest expense, net	(174)	(212)
Factoring discount	(15)	(14)
Transaction-related costs	(12)	—
Allocated related party Management Fee	(7)	(6)
Unrealized gains (losses) on derivatives	9	(8)
Business rationalization costs	(1)	(4)
Other	1	3
Combined U.S. GAAP income before income taxes	<u>\$ 179</u>	<u>\$ 116</u>

Information in Relation to Products:

Net revenues by product line are as follows:

	For the Nine Months Ended September 30,	
	2019	2018
	(in millions)	
Waste and storage products(1)	\$ 908	\$ 903
Cooking products	744	780
Tableware	545	552
Net revenues	<u>\$ 2,197</u>	<u>\$ 2,235</u>

(1) Waste and storage products are comprised of our Hefty Waste & Storage and Presto Products segments.

Our different product lines are generally sold to a common group of customers. 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.

Note 16—Related Party Transactions

Our parent is RGHL, the ultimate parent is Packaging Holdings Limited, and the ultimate shareholder is Mr. Graeme Hart.

In addition to the allocation of expenses for certain services related to group wide functions provided by RGHL Group discussed in Note 1—Description of Business and Basis of Presentation, other transactions between us and RGHL Group are described below. As indicated, certain transactions are reflected in equity (deficit) in our condensed combined balance sheets as Net Parent deficit and in our condensed combined statements of cash flows as a financing activity in net transfers from Parent.

Reynolds Consumer Group
Notes to the Condensed Combined Financial Statements
(unaudited)

Revenues from product sold to RGHL Group were \$114 million and \$122 million for the nine months ended September 30, 2019 and 2018, respectively, and the related costs of sales were \$110 million and \$117 million for the nine months ended September 30, 2019 and 2018, respectively. We charged RGHL Group a portion of our warehousing costs of \$1 million for each of the nine months ended September 30, 2019 and 2018, which were included in cost of sales. Current related party receivables were \$44 million and \$30 million as of September 30, 2019 and December 31, 2018, respectively.

Products purchased from RGHL Group were \$353 million and \$398 million for the nine months ended September 30, 2019 and 2018, respectively. RGHL Group charged us freight and warehousing costs of \$106 million for each of the nine months ended September 30, 2019 and 2018, which were included in cost of sales. Current related party payables were \$93 million and \$268 million as of September 30, 2019 and December 31, 2018, respectively. These related party receivables and payables are settled regularly with RGHL Group in the normal course of business.

Property, plant and equipment related to our Hefty Tableware segment contributed to us by RGHL Group was \$8 million and \$2 million for the nine months ended September 30, 2019 and 2018, respectively.

We have written interest-bearing loan agreements in place with RGHL Group which are presented as related party long-term receivables and related party borrowings on our condensed combined balance sheets. These balances are expected to be settled in cash. In June 2019, our non-current related party receivables and a portion of current related party receivables were used to reduce the balances outstanding of various related party borrowings, related party accrued interest payable and related party payables. As a result of this process, we net settled related party borrowings of \$1,714 million, related party accrued interest payable of \$655 million and related party payables of \$94 million. Accordingly, we had no related party long-term receivables as of September 30, 2019. Related party long-term receivables were \$2,401 million as of December 31, 2018. Related party borrowings were \$2,148 million and \$3,950 million as of September 30, 2019 and December 31, 2018, respectively. Related party accrued interest payable was \$42 million and \$576 million as of September 30, 2019 and December 31, 2018, respectively. We remit accrued interest payable to RGHL Group as and when requested in conjunction with its cash management activities. Interest expense and income related to these loan agreements are discussed in Note 6—Debt and Borrowing Arrangements, and are accrued based on the written loan agreements. During the nine months ended September 30, 2019 and 2018 we borrowed \$55 million and \$187 million, respectively, from RGHL Group and repaid borrowings of \$140 million and \$314 million, respectively. During the nine months ended September 30, 2019 and 2018 we advanced loans of \$170 million and \$250 million, respectively, to RGHL Group and received repayments of \$151 million and \$65 million, respectively.

The weighted average contractual interest rate related to our related party borrowings as of September 30, 2019 and December 31, 2018, was 2.19% and 6.00%, respectively. Below is a schedule of maturity of our related party borrowings as of September 30, 2019. The fair value of our related party borrowings as of September 30, 2019 and December 31, 2018, which is a Level 2 fair value measurement, approximates the carrying value.

	(in millions)
2019	\$ 1
2020	—
2021	—
2022	1,497
2023	650
Total related party borrowings	\$ 2,148

Reynolds Consumer Group
Notes to the Condensed Combined Financial Statements
(unaudited)

As discussed in Note 11—Other Expense, Net, we also participate in RGHL Group’s accounts receivable factoring arrangement whereby certain of our accounts receivable are sold at a discount to RGHL Group. Costs for participating in the factoring arrangement are disclosed in Note 11—Other Expense, Net.

We have obtained a letter of support from RGHL confirming its commitment to provide us with financial support to the extent that other sources of funding are not otherwise available to us, expiring the earliest of (i) December 28, 2020, (ii) a sale of the business or (iii) an initial public offering.

In addition, our U.S. entities are members of a consolidated U.S. tax entity. The current U.S. federal tax liability of our U.S. entities is aggregated with the other members of the consolidated U.S. tax entity and settled on a net basis by a related party. There is no formal tax sharing arrangement. The settlement of our current U.S. federal tax is recognized directly as a movement in Net Parent deficit.

Note 17—Subsequent Events

There have been no events subsequent to September 30, 2019 which would require accrual or disclosure in these condensed combined financial statements. Subsequent events have been evaluated through October 25, 2019, the date these condensed combined financial statements were available to be issued.

SIMPLIFY DAILY LIFE TO ENJOY WHAT MATTERS MOST





Through and including _____, 2019 (the 25th day after the date of this prospectus), all dealers that buy, sell or trade our common stock, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution

Estimated expenses, other than underwriting discounts and commissions, of the sale of our common stock, are as follows (in thousands):

	Amount to Be Paid
SEC registration fee	\$
FINRA filing fee	
Listing fee	
Transfer agent's fees	
Printing and engraving expenses	
Legal fees and expenses	
Accounting fees and expenses	
Blue Sky fees and expenses	
Miscellaneous	
Total	\$

* To be completed by amendment.

Each of the amounts set forth above, other than the registration fee and the FINRA filing fee, is an estimate.

Item 14. Indemnification of Directors and Officers

Section 145 of the Delaware General Corporation Law provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any threatened, pending or completed actions, suits or proceedings in which such person is made a party by reason of such person being or having been a director, officer, employee or agent to the registrant. The Delaware General Corporation Law provides that Section 145 is not exclusive of other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise. The registrant's amended and restated bylaws provides for indemnification by the registrant of its directors, officers and employees to the fullest extent permitted by the Delaware General Corporation Law. The registrant has entered into indemnification agreements with each of its current directors and executive officers to provide these directors and executive officers additional contractual assurances regarding the scope of the indemnification set forth in the registrant's amended and restated certificate of incorporation and amended and restated bylaws and to provide additional procedural protections. There is no pending litigation or proceeding involving a director or executive officer of the registrant for which indemnification is sought.

Section 102(b)(7) of the Delaware General Corporation Law permits a corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for unlawful payments of dividends or unlawful stock repurchases, redemptions or other distributions, or (iv) for any transaction from which the director derived an improper personal benefit. The registrant's amended and restated certificate of incorporation provides for such limitation of liability.

The registrant maintains standard policies of insurance under which coverage is provided (a) to its directors and officers against loss rising from claims made by reason of breach of duty or other wrongful act, and (b) to the

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registrant with respect to payments which may be made by the registrant to such officers and directors pursuant to the above indemnification provision or otherwise as a matter of law.

The proposed form of underwriting agreement filed as Exhibit 1.1 to this registration statement provides for indemnification of directors and officers of the registrant by the underwriters against certain liabilities.

Item 15. Recent Sales of Unregistered Securities

None.

Item 16. Exhibits and Financial Statement Schedules

(a) The following exhibits are filed as part of this registration statement:

<u>Exhibit Number</u>	<u>Description</u>
1.1*	Form of Underwriting Agreement
3.1	Form of Amended and Restated Certificate of Incorporation
3.2	Form of Amended and Restated By-Laws
4.1*	Form of Common Stock Certificate
5.1*	Opinion of Davis Polk & Wardwell LLP
10.1†	Form of Director and Officer Indemnification Agreement
10.2†	Form of 2019 Equity Incentive Plan
10.3†	Form of Restricted Stock Unit Award Letter
10.4†	Form of Restricted Stock Award Letter
10.5†	Form of Performance Share Unit Award Letter
10.6†	Employment Agreement, dated July 8, 2019, between Reynolds Consumer Products LLC and Lance Mitchell
10.7†	Employment Agreement, dated July 8, 2019, between Reynolds Consumer Products LLC and Michael Graham
10.8†	Employment Agreement, dated July 8, 2019, between Reynolds Consumer Products LLC and Craig Cappel
10.9†	Employment Agreement, dated July 18, 2019, between Reynolds Consumer Products LLC and Stephan Pace
10.10†	Lance Mitchell Transaction Success Bonus Letter, dated July 8, 2019
10.11†	Michael Graham Transaction Success Bonus Letter, dated July 8, 2019
10.12†	Craig Cappel Transaction Success Bonus Letter, dated July 8, 2019
10.13†	Stephan Pace Transaction Success Bonus Letter, dated July 8, 2019
10.14†	Lance Mitchell Restricted Stock Memo, dated July 8, 2019
10.15†	Michael Graham Restricted Stock Memo, dated July 8, 2019
10.16†	Craig Cappel Restricted Stock Memo, dated July 8, 2019
10.17†	Stephan Pace Restricted Stock Memo, dated July 8, 2019
10.18	Master Supply Agreement, dated November 1, 2019 between Reynolds Consumer Products LLC, as Seller, and Pactiv LLC, as Buyer
10.19	Master Supply Agreement, dated November 1, 2019 between Pactiv LLC, as Seller, and Reynolds Consumer Products LLC, as Buyer

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<u>Exhibit Number</u>	<u>Description</u>
10.20	Warehousing and Freight Services Agreement, dated November 1, 2019 between Pactiv LLC and Reynolds Consumer Products LLC
10.21	Transition Services Agreement, dated November 1, 2019 between Pactiv LLC and Reynolds Consumer Products LLC
10.22	Form of Transition Services Agreement between Reynolds Group Holdings Inc. and Reynolds Consumer Products Inc.
10.23*	Amended and Restated Lease Agreement between Pactiv LLC and Reynolds Consumer Products LLC
10.24	Form of Tax Matters Agreement
10.25	Form of Registration Rights Agreement between Packaging Finance Limited and Reynolds Consumer Products Inc.
10.26	Form of Stockholders Agreement between Packaging Finance Limited and Reynolds Consumer Products Inc.
10.27*	Form of Credit Agreement between Reynolds Consumer Products LLC, as borrower, Reynolds Consumer Products Inc., as parent, and certain lenders party thereto
10.28	Form of Transition Services Agreement between Rank Group Limited and Reynolds Consumer Products Inc.
21.1	List of subsidiaries
23.1	Consent of PricewaterhouseCoopers LLP
23.2*	Consent of Davis Polk & Wardwell LLP (included in Exhibit 5.1)
24.1	Power of Attorney (included on signature page to the registration statement)
99.1	Consent of Marla Gottschalk to be named as a director nominee
99.2	Consent of Richard Noll to be named as a director nominee

† Consists of a management contract or compensatory plan or arrangement.

* To be filed by amendment.

(b) Financial Statement Schedules

None.

Item 17. Undertakings

The undersigned registrant hereby undertakes:

(a) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions referenced in Item 14 of this registration statement, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer, or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered hereunder, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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(b) The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>	<u>Sequentially Numbered Page</u>
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21.1	List of subsidiaries	
23.1	Consent of PricewaterhouseCoopers LLP	
23.2*	Consent of Davis Polk & Wardwell LLP (included in Exhibit 5.1)	
24.1	Power of Attorney (included on signature page to the registration statement)	
99.1	Consent of Marla Gottschalk to be named as a director nominee	
99.2	Consent of Richard Noll to be named as a director nominee	

† Consists of a management contract or compensatory plan or arrangement.

* To be filed by amendment.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the State of Delaware, on the 15th day of November, 2019.

REYNOLDS CONSUMER PRODUCTS INC.

By: /s/ Lance Mitchell

Name: Lance Mitchell

Title: Chief Executive Officer

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KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Lance Mitchell, Michael Graham and Joseph Doyle, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Lance Mitchell</u> Lance Mitchell	Chief Executive Officer and Director (principal executive officer)	November 15, 2019
<u>/s/ Michael Graham</u> Michael Graham	Chief Financial Officer (principal financial officer)	November 15, 2019
<u>/s/ Gregory Cole</u> Gregory Cole	Director	November 15, 2019
<u>/s/ Thomas Degnan</u> Thomas Degnan	Director	November 15, 2019
<u>/s/ Helen Golding</u> Helen Golding	Director	November 15, 2019

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION**OF****REYNOLDS CONSUMER PRODUCTS INC.**

Reynolds Consumer Products Inc. (the “**Corporation**”) is a corporation organized and existing under the laws of the State of Delaware. The Corporation was incorporated under the name “RenPac Holdings Inc.” pursuant to the certificate of formation (the “**Certificate of Incorporation**”) filed with the Secretary of State of the State of Delaware on September 29, 2011, which was amended on June 26, 2019 to change the name of the Corporation to Reynolds Consumer Products Inc. This amended and restated certificate of incorporation (“**Amended and Restated Certificate of Incorporation**”), which restates, integrates and further amends the provisions of the Certificate of Incorporation (as the same was amended from time to time) in its entirety, was duly adopted by the board of directors of the Corporation (the “**Board of Directors**”) and the stockholders of the Corporation in accordance with the provisions of Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware.

ARTICLE 1.**NAME**

The name of the corporation is Reynolds Consumer Products Inc.

ARTICLE 2.**REGISTERED OFFICE AND AGENT**

The address of the Corporation’s registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE 3.**PURPOSE AND POWERS**

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended (“**Delaware Law**”).

ARTICLE 4
CAPITAL STOCK

(A) Authorized Shares

1. **Classes of Stock.** The total number of shares of stock that the Corporation shall have authority to issue is [], consisting of [] shares of Common Stock, par value \$0.001 per share (the “**Common Stock**”), and [] shares of Preferred Stock, par value \$0.001 per share (the “**Preferred Stock**”). Upon the effectiveness of this Amended and Restated Certificate of Incorporation dated [], (the “**Effective Time**”), every share of the Corporation’s Common Stock issued and outstanding immediately prior to the Effective Time (“**Old Common Stock**”) will be automatically reclassified as, and converted into, [] shares of Common Stock (the “**Stock Split**”). Any stock certificate that, immediately prior to the Effective Time, represented shares of Old Common Stock will, from and after the Effective Time, automatically and without the necessity of presenting the same for exchange, represent the number of shares of Common Stock as equals the product obtained by multiplying the number of shares of Old Common Stock represented by such certificate immediately prior to the Effective Time by []; provided that each person holding of record a stock certificate or certificates that represented shares of Old Common Stock shall receive, upon surrender of such certificate or certificates, a new certificate or certificates evidencing and representing the number of shares of Common Stock to which such person is entitled pursuant to the Stock Split.

2. **Preferred Stock.** The Board of Directors is hereby empowered, without any action or vote by the Corporation’s stockholders (except as may otherwise be provided by the terms of any class or series of Preferred Stock then outstanding), to authorize by resolution or resolutions from time to time the issuance of one or more classes or series of Preferred Stock and to fix the designations, powers, preferences and relative, participating, optional or other rights, if any, and the qualifications, limitations or restrictions thereof, if any, with respect to each such class or series of Preferred Stock and the number of shares constituting each such class or series, and to increase or decrease the number of shares of any such class or series to the extent permitted by Delaware Law.

(B) Voting Rights

Each holder of Common Stock, as such, shall be entitled to one vote for each share of Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote; *provided, however*, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Amended and Restated Certificate of Incorporation (including any certificate of designations relating to any class or series of Preferred Stock) that relates solely to the terms of one or more outstanding classes or series of Preferred Stock if the holders of such affected class or series are entitled, either separately or together with the holders of one or more other such classes or series, to vote thereon pursuant to this Amended and Restated Certificate of Incorporation (including any certificate of designations relating to any class or series of Preferred Stock) or pursuant to Delaware Law.

**ARTICLE 5.
BYLAWS**

The Board of Directors shall have the power to adopt, amend or repeal the bylaws of the Corporation (the “**Bylaws**”). So long as the Stockholders’ Agreement, among the Corporation and certain of its shareholders, dated as of [] (the “**Stockholders’ Agreement**”) remains in effect, the Board of Directors shall not approve any amendment, alteration or repeal of any provision of these Bylaws, or the adoption of any new Bylaw, that would be contrary to or inconsistent with the then-applicable terms of the Stockholders’ Agreement.

From and after the first date on which Packaging Finance Limited (“**PFL**”) and all other entities beneficially owned by Mr. Graeme Richard Hart or his estate, heirs, executor, administrator or other personal representative, or any of his immediate family members or any trust, fund or other entity which is controlled by his estate, heirs, any of his immediate family members or any of their respective affiliates (PFL and all of the foregoing, collectively, the “**Hart Entities**”) and any other transferee of all of the outstanding shares of common stock held at any time by the Hart Entities which are transferred other than pursuant to a widely distributed public sale (“**Permitted Assigns**”) no longer beneficially own more than 50% of the outstanding shares of Common Stock of the Corporation, the stockholders may adopt, amend or repeal the Bylaws only with the affirmative vote of the holders of not less than 66²/₃% of the voting power of all outstanding securities of the Corporation generally entitled to vote in the election of directors, voting together as a single class.

Until the first date on which the Hart Entities or Permitted Assigns no longer beneficially own more than 50% of the outstanding shares of Common Stock of the Corporation, the stockholders may adopt, amend or repeal the Bylaws only with the affirmative vote of the holders of not less than a majority of the total voting power of all outstanding securities of the Corporation.

**ARTICLE 6.
BOARD OF DIRECTORS**

(A) Power of the Board of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors.

(B) Number of Directors. Subject to the rights of the holders of any series of Preferred Stock to elect additional directors under specified circumstances, the number of directors which shall constitute the Board of Directors shall, as of the date this Amended and Restated Certificate of Incorporation becomes effective, be six and, thereafter, shall be fixed exclusively by one or more resolutions adopted from time to time solely by the affirmative vote of a majority of the Board of Directors.

(C) Election of Directors.

(1) The directors shall be divided into three classes, designated Class I, Class II and Class III. Each class shall consist, as nearly as may be practicable, of one-third of the total number of directors constituting the entire Board of Directors. Each director shall serve for a term ending on the date of the third annual meeting of stockholders next following the annual meeting at which such director was elected; *provided* that directors initially designated as Class I directors shall serve for a term ending on the date of the [] annual meeting, directors initially designated as Class II directors shall serve for a term ending on the [] annual meeting, and directors initially designated as Class III directors shall serve for a term ending on the date of the [] annual meeting. Notwithstanding the foregoing, each director shall hold office until such director's successor shall have been duly elected and qualified or until such director's earlier death, resignation or removal, and, subject to the then-applicable terms of the Stockholders' Agreement. In the event of any change in the number of directors, the Board of Directors shall apportion any newly created directorships among, or reduce the number of directorships in, such class or classes as shall equalize, as nearly as possible, the number of directors in each class. In no event will a decrease in the number of directors shorten the term of any incumbent director.

(2) The names and mailing addresses of the persons who are to serve initially as directors of each Class are:

	Name	Mailing Address
Class I	Thomas Degnan Helen Golding	c/o 1900 W. Field Court, Lake Forest, Illinois, 60045
Class II	Gregory Cole	c/o 1900 W. Field Court, Lake Forest, Illinois, 60045
Class III	Lance Mitchell Marla Gottschalk Richard Noll	c/o 1900 W. Field Court, Lake Forest, Illinois, 60045

(3) There shall be no cumulative voting in the election of directors. Election of directors need not be by written ballot unless the Bylaws so provide.

(D) Vacancies. Vacancies on the Board of Directors resulting from death, resignation, removal or otherwise and newly created directorships resulting from any increase in the number of directors shall, except as otherwise required by law, be filled solely by a majority vote of the directors then in office and entitled to vote thereon (although less than a quorum) or by the sole remaining director entitled to vote thereon, and each director so elected shall hold office for a term that shall coincide with the term of the Class to which such director shall have been elected.

(E) Removal. Subject to the rights of the holders of any series of Preferred Stock then outstanding and the then-applicable terms of the Stockholders' Agreement, no director may be removed from office by the stockholders except for cause with the affirmative vote of the holders of not less than a majority of the total voting power of all outstanding securities of the Corporation generally entitled to vote in the election of directors, voting together as a single class.

(F) Preferred Stock Directors. Notwithstanding anything else contained herein, whenever the holders of one or more classes or series of Preferred Stock shall have the right, voting separately as a class or series, to elect directors, the election, term of office, filling of vacancies, removal and other features of such directorships shall be governed by the terms of such class or series of Preferred Stock adopted by resolution or resolutions adopted by the Board of Directors pursuant to Article 4(A) hereto, and such directors so elected shall not be subject to the provisions of this Article 6 unless otherwise provided therein.

ARTICLE 7. MEETINGS OF STOCKHOLDERS

(A) Annual Meetings. An annual meeting of stockholders for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting shall be held at such place, on such date, and at such time as the Board of Directors shall determine.

(B) Special Meetings. Special meetings of the stockholders may be called only by:

(1) the Chief Executive Officer of the Corporation or the Chairman;

(2) the Board of Directors acting pursuant to a resolution adopted by a majority of the Board of Directors; or

(3) until the first date on which the Hart Entities or Permitted Assigns no longer beneficially own more than 50% of the outstanding shares of Common Stock of the Corporation, special meetings of the stockholders may also be called by the Secretary of the Corporation at the request of the holders of a majority of the outstanding shares of Common Stock.

Notwithstanding the foregoing, whenever holders of one or more classes or series of Preferred Stock shall have the right, voting separately as a class or series, to elect directors, such holders may call, pursuant to the terms of such class or series of Preferred Stock adopted by resolution or resolutions of the Board of Directors pursuant to Article 4(A) hereto, special meetings of holders of such Preferred Stock.

(C) Action by Written Consent. Subject to the rights of the holders of any class or series of Preferred Stock then outstanding, as may be set forth in the resolution or resolutions adopted by the Board of Directors pursuant to Article 4(A) hereto for such class or series of Preferred Stock, any action required or permitted to be taken at any annual or special meeting of stockholders may be taken:

(1) until the first date on which the Hart entities or Permitted Assigns no longer beneficially own more than 50% of the outstanding shares of Common Stock, by written consent of the stockholders without a meeting; and

(2) from and after the first date on which the Hart Entities or Permitted Assigns no longer beneficially own more than 50% of the outstanding shares of Common Stock, only upon the vote of stockholders at an annual or special meeting duly noticed and called in accordance with Delaware Law, as amended from time to time, and this Article 7 and may not be taken by written consent of stockholders without a meeting.

ARTICLE 8. INDEMNIFICATION

(A) Limited Liability. A director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director to the fullest extent permitted by Delaware Law.

(B) Right to Indemnification.

(1) Each person (and the heirs, executors or administrators of such person) who was or is a party or is threatened to be made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless by the Corporation to the fullest extent permitted by Delaware Law. The right to indemnification conferred in this Article 8 shall also include the right to be paid by the Corporation the expenses incurred in connection with any such proceeding in advance of its final disposition to the fullest extent authorized by Delaware Law. The right to indemnification conferred in this Article 8 shall be a contract right.

(2) The Corporation may, by action of its Board of Directors, provide indemnification to such of the employees and agents of the Corporation to such extent and to such effect as the Board of Directors shall determine to be appropriate and authorized by Delaware Law.

(C) Insurance. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under Delaware Law.

(D) Nonexclusivity of Rights. The rights and authority conferred in this Article 8 shall not be exclusive of any other right that any person may otherwise have or hereafter acquire.

(E) Preservation of Rights. Neither the amendment nor repeal of this Article 8, nor the adoption of any provision of this Amended and Restated Certificate of Incorporation or the Bylaws, nor, to the fullest extent permitted by Delaware Law, any modification of law, shall adversely affect any right or protection of any person granted pursuant hereto existing at, or arising out of or related to any event, act or omission that occurred prior to, the time of such amendment, repeal, adoption or modification (regardless of when any proceeding (or part thereof) relating to such event, act or omission arises or is first threatened, commenced or completed).

ARTICLE 9. AMENDMENTS

The Corporation reserves the right to amend this Amended and Restated Certificate of Incorporation, provided such amendment is approved by:

(1) until the first date on which the Hart entities or Permitted Assigns no longer beneficially own more than 50% of the outstanding shares of Common Stock of the Corporation, the affirmative vote of the holders of not less than a majority of the total voting power of all outstanding securities of the Corporation, generally entitled to vote in the election of directors, voting together as a single class and all rights and powers conferred upon stockholders, directors and officers herein are granted subject to this reservation; or

(2) from and after the date on which the Hart Entities or Permitted Assigns no longer beneficially own more than 50% of the outstanding shares of Common Stock, the affirmative vote of the holders of not less than 66 ²/₃% of the total voting power of all outstanding securities of the Corporation generally entitled to vote in the election of directors, voting together as a single class and all rights and powers conferred upon stockholders, directors and officers herein are granted subject to this reservation.

ARTICLE 10
CORPORATE OPPORTUNITY

To the fullest extent permitted by the laws of the State of Delaware, (a) the Corporation hereby renounces all interest and expectancy that it otherwise would be entitled to have in, and all rights to be offered an opportunity to participate in, any business opportunity that from time to time may be presented to (i) the Board of Directors or any Director, (ii) any stockholder, officer or agent of the Corporation, or (iii) any affiliate of any person or entity identified in the preceding clause (i) or (ii), but in each case excluding any such person in its capacity as an employee of the Corporation or its subsidiaries; (b) no holder of Common Stock or Preferred Stock (collectively, "Capital Stock") and no Director that is not an employee of the Corporation or its subsidiaries will have any duty to refrain from (i) engaging in a corporate opportunity in the same or similar lines of business in which the Corporation or its subsidiaries from time to time is engaged or proposes to engage or (ii) otherwise competing, directly or indirectly, with the Corporation or any of its subsidiaries; and (c) if any holder of Capital Stock or any Director that is not an employee of the Corporation or its subsidiaries acquires knowledge of a potential transaction or other business opportunity which may be a corporate opportunity both for such holder of Capital Stock or such Director or any of their respective affiliates, on the one hand, and for the Corporation or its subsidiaries, on the other hand, such holder of Capital Stock or Director shall have no duty to communicate or offer such transaction or business opportunity to the Corporation or its subsidiaries and such holder of Capital Stock or Director may take any and all such transactions or opportunities for itself or offer such transactions or opportunities to any other person or entity. The preceding sentence of this Article 10 shall not apply to any potential transaction or business opportunity that is expressly offered to a Director, who is not an employee of the Corporation or its subsidiaries, solely in his or her capacity as a Director.

To the fullest extent permitted by the laws of the State of Delaware, no potential transaction or business opportunity may be deemed to be a potential corporate opportunity of the Corporation or its subsidiaries unless (a) the Corporation and its subsidiaries would be permitted to undertake such transaction or opportunity in accordance with this Amended and Restated Certificate of Incorporation, (b) the Corporation and its subsidiaries at such time have sufficient financial resources to undertake such transaction or opportunity and (c) such transaction or opportunity would be in the same or similar line of business in which the Corporation and its subsidiaries are then engaged or a line of business that is reasonably related to, or a reasonable extension of, such line of business.

No holder of Capital Stock and no Director will be liable to the Corporation or its subsidiaries or stockholders for breach of any duty (contractual or otherwise) by reason of any activities or omissions of the types referred to in this Article 10, except to the extent such actions or omissions are in breach of this Certificate of Incorporation.

ARTICLE 11 FORUM

Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (the “**Court of Chancery**”) shall be the sole and exclusive forum for any stockholder (including a beneficial owner) to bring (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer, other employee or agent of the Corporation to the Corporation or the Corporation’s stockholders, (iii) any action asserting a claim against the Corporation, any director or the Corporation’s officers or employees arising pursuant to any provision of Delaware Law or this Amended and Restated Certificate of Incorporation or the Bylaws, or (iv) any action asserting a claim against the Corporation, any Director or the Corporation’s officers or employees governed by the internal affairs doctrine, except, as to each of clauses (i) through (iv) above, for any claim as to which the Court of Chancery determines that there is an indispensable party not subject to the jurisdiction of the Court of Chancery (and the indispensable party does not consent to the personal jurisdiction of the Court of Chancery within ten (10) days following such determination), which is vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery, or for which the Court of Chancery does not have subject matter jurisdiction. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article 11.

The foregoing exclusive forum provision of this Article 11 shall not apply to any action brought to enforce any liability or duty created by the Securities Exchange Act of 1934, as amended, the Securities Act of 1933, as amended, or any other claim for which the federal courts have exclusive jurisdiction.

ARTICLE 12

The Corporation expressly elects not to be governed by Section 203 of the Delaware Law.

ARTICLE 13
MISCELLANEOUS

As used in this Certificate of Incorporation, the following terms have the following meanings:

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

“**Person**” means an individual, corporation, limited liability company, partnership, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Incorporation this ____ day of _____,
20__.

AMENDED & RESTATED BYLAWS
OF
REYNOLDS CONSUMER PRODUCTS INC.

Dated as of []

ARTICLE 1
OFFICES

Section 1.01. *Registered Office.* The registered office of Reynolds Consumer Products Inc. (the “**Corporation**”) shall be in the City of Wilmington, State of Delaware.

Section 1.02. *Other Offices.* The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

Section 1.03. *Books.* The books of the Corporation may be kept within or without the State of Delaware as the board of directors (the “**Board of Directors**”) may from time to time determine or the business of the Corporation may require.

ARTICLE 2
MEETINGS OF STOCKHOLDERS

Section 2.01. *Time and Place of Meetings.* All meetings of stockholders shall be held at such place, either within or without the State of Delaware, on such date and at such time as may be determined from time to time by the Board of Directors (or the chairman of the Board of Directors (the “**Chairman**”) in the absence of a designation by the Board of Directors).

Section 2.02. *Annual Meetings.* An annual meeting of stockholders, commencing with the year [], shall be held for the election of directors and to transact such other business as may properly be brought before the meeting.

Section 2.03. *Special Meetings.* (a) Except as otherwise provided in the amended and restated certificate of incorporation filed with the Secretary of State of the State of Delaware on [] (as the same may be further amended, restated, amended and restated or otherwise modified from time to time, the “**Certificate of Incorporation**”), special meetings of the stockholders may be called only by (a) the Chief Executive Officer of the Corporation or the Chairman, (b) the Board of Directors acting pursuant to a resolution adopted by a majority of the Board of Directors, or (c) until the first date on which Packaging Finance Limited (“**PFL**”) and all other entities beneficially owned by Mr. Graeme Richard Hart or his estate, heirs, executor, administrator or other personal representative, or any of his immediate family members or any

trust, fund or other entity which is controlled by his estate, heirs, any of his immediate family members or any of their respective affiliates (PFL and all of the foregoing, collectively, the "**Hart Entities**") and any other transferee of all of the outstanding shares of common stock held at any time by the Hart Entities which are transferred other than pursuant to a widely distributed public sale ("**Permitted Assigns**") no longer beneficially own more than 50% of the outstanding shares of common stock of the Corporation, by the Secretary of the Corporation at the request of the holders of a majority of the outstanding shares of common stock of the Corporation. Such request shall state the purpose or purposes of the proposed meeting.

(b) Business conducted at a special meeting shall be limited to the matters described in the applicable request for such special meeting and any other matters as the Board of Directors shall determine.

Section 2.04. *Notice of Meetings and Adjourned Meetings; Waivers of Notice.* (a) Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended ("**Delaware Law**"), such notice shall be given not less than 10 nor more than 60 days before the date of the meeting to each stockholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the Corporation. The Board of Directors or the chairman of the meeting may adjourn the meeting to another time or place (whether or not a quorum is present), and notice need not be given of the adjourned meeting if the time, place, if any, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, are announced at the meeting at which such adjournment is made. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, or after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the Corporation.

(b) A written waiver of any such notice signed by the person entitled thereto, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 2.05. *Quorum.* Unless otherwise provided under the Certificate of Incorporation or these Bylaws and subject to Delaware Law, the presence, in person or by proxy, of the holders of a majority of the total voting power of all outstanding securities of the Corporation generally entitled to vote at a meeting of stockholders shall constitute a quorum for the transaction of

business, except that when specified business is to be voted on by a class or series of securities voting as a class, the holders of a majority in voting power of the outstanding securities of such class or series shall constitute a quorum of such class or series for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the chairman of the meeting or a majority in voting interest of the stockholders present in person or represented by proxy may adjourn the meeting without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted that might have been transacted at the meeting as originally notified.

Section 2.06. *Voting.* (a) Unless otherwise provided in the Certificate of Incorporation and subject to Delaware Law, each stockholder shall be entitled to one vote for each outstanding share of capital stock of the Corporation held by such stockholder. Any share of capital stock of the Corporation held by the Corporation shall have no voting rights. Except as otherwise required by law, the Certificate of Incorporation or these Bylaws, in all matters other than the election of directors, the affirmative vote of the holders of a majority of the votes cast at the meeting on the subject matter shall be the act of the stockholders. Abstentions and broker non-votes shall not be counted as votes cast. Subject to the rights of the holders of any class or series of preferred stock to elect additional directors under specific circumstances, as may be set forth in the certificate of designations for such class or series of preferred stock, directors shall be elected by a plurality of the votes of the shares of capital stock of the Corporation present in person or represented by proxy at the meeting and entitled to vote on the election of directors.

(b) Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to a corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy, appointed by an instrument in writing, subscribed by such stockholder or by his attorney thereunto authorized, or by proxy sent by cable, telegram or by any means of electronic communication permitted by law, which results in a writing from such stockholder or by his attorney, and delivered to the secretary of the meeting. No proxy shall be voted after three (3) years from its date, unless said proxy provides for a longer period.

Section 2.07. *Action by Consent.* Subject to the rights of the holders of any class or series of preferred stock then outstanding, as may be set forth in the certificate of designations for such class or series of preferred stock, any action required or permitted to be taken at any annual or special meeting of stockholders may be taken (a) until the first date on which the Hart Entities or Permitted Assigns no longer beneficially own more than 50% of the outstanding shares of common stock of the Corporation, by written consent of stockholders without a meeting and (b) from and after the first date on which the Hart Entities or Permitted Assigns no longer beneficially own more than 50% of the outstanding shares of common stock of the Corporation, only upon the vote of stockholders at an annual or special meeting duly noticed and called in accordance with Delaware Law and may not be taken by written consent of stockholders without a meeting.

Section 2.08. *Organization.* At each meeting of stockholders, the Chairman of the Board of Directors, if one shall have been elected, or in the Chairman's absence or if one shall not have been elected, the director designated by the vote of the majority of the directors present at such meeting, shall act as chairman of the meeting. The Secretary (or in the Secretary's absence or inability to act, the person whom the chairman of the meeting shall appoint secretary of the meeting) shall act as secretary of the meeting and keep the minutes thereof.

Section 2.09. *Order of Business.* The order of business at all meetings of stockholders shall be as determined by the chairman of the meeting.

Section 2.10. *Nomination of Directors and Proposal of Other Business.*

(a) *Annual Meetings of Stockholders.* (i) Nominations of persons for election to the Board of Directors or the proposal of other business to be transacted by the stockholders at an annual meeting of stockholders may be made only (A) pursuant to the Corporation's notice of meeting (or any supplement thereto), (B) by or at the direction of the Board of Directors or any committee thereof or (C) as may be provided in the certificate of designations for any class or series of preferred stock or (D) subject to the then-applicable terms of the Stockholders' Agreement, among the Corporation and certain of its shareholders, dated as of [] (the "**Stockholders' Agreement**"), by any stockholder of the Corporation who is a stockholder of record at the time of giving of notice provided for in paragraph (ii) of this Section 2.10(a) and at the time of the annual meeting, who shall be entitled to vote at the meeting and who complies with the procedures set forth in this Section 2.10(a), and, except as otherwise required by law, any failure to comply with these procedures shall result in the nullification of such nomination or proposal.

(ii) For nominations or other business to be properly brought before an annual meeting of stockholders by a stockholder pursuant to clause (D) of paragraph (i) of this Section 2.10(a), the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation and any such proposed business (other than the nominations of persons for election to the Board of Directors) must constitute a proper matter for stockholder action. To be timely, a stockholder's notice shall be delivered to, or mailed and received by, the Secretary of the Corporation at the principal executive offices of the Corporation not less than 120 days nor more than 180 days prior to the first anniversary of the preceding year's annual meeting of stockholders; *provided, however*, that in the event that the date of the annual meeting is advanced more than 30 days prior to such anniversary date or delayed more than 60 days after such anniversary date then to be timely such notice must be received by the Corporation no earlier than 120 days prior to such annual meeting and no later than the later of 70 days prior to the date of the meeting or the 10th day following the day on which public announcement of the date of the meeting was first made by the Corporation, provided, further, that, solely for the purposes of the notice requirements under this Section 2.10(a), with respect to the annual meeting of stockholders of the Company for [], the anniversary of the preceding year's annual meeting of stockholders shall be deemed to be []. In no event shall the adjournment or postponement of any meeting, or any announcement thereof, commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(iii) A stockholder's notice to the Secretary shall set forth (A) as to each person whom the stockholder proposes to nominate for election or reelection as a director: (1) all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors, or is otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934 (as amended (together with the rules and regulations promulgated thereunder), the "**Exchange Act**") including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected; and (2) a reasonably detailed description of any compensatory, payment or other financial agreement, arrangement or understanding that such person has with any other person or entity other than the Corporation including the amount of any payment or payments received or receivable thereunder, in each case in connection with candidacy or service as a director of the Corporation (a "**Third-Party Compensation Arrangement**"), (B) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend these Bylaws, the text of the proposed amendment), the reasons for conducting such business and any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made and (C) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the proposal is made:

(1) the name and address of such stockholder (as they appear on the Corporation's books) and any such beneficial owner;

(2) for each class or series, the number of shares of capital stock of the Corporation that are held of record or are beneficially owned by such stockholder and by any such beneficial owner;

(3) a description of any agreement, arrangement or understanding between or among such stockholder and any such beneficial owner, any of their respective affiliates or associates, and any other person or persons (including their names) in connection with the proposal of such nomination or other business;

(4) a description of any agreement, arrangement or understanding (including, regardless of the form of settlement, any derivative, long or short positions, profit interests, forwards, futures, swaps, options, warrants, convertible securities, stock appreciation or similar rights, hedging transactions and borrowed or loaned shares) that has been entered into by or on behalf of, or any other agreement, arrangement or understanding that has been made, the effect or intent of which is to create or mitigate loss to, manage risk or benefit of share price changes for, or increase or decrease the voting power of, such stockholder or any such beneficial owner with respect to the Corporation's securities;

(5) a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to bring such nomination or other business before the meeting;

(6) a representation as to whether such stockholder or any such beneficial owner intends or is part of a group that intends to (i) deliver a proxy statement and/or form of proxy to holders of at least the percentage of the voting power of the Corporation's outstanding capital stock required to approve or adopt the proposal or to elect each such nominee and/or (ii) otherwise to solicit proxies from stockholders in support of such proposal or nomination;

(7) any other information relating to such stockholder, beneficial owner, if any, or director nominee or proposed business that would be required to be disclosed in a proxy statement or other filing required to be made in connection with the solicitation of proxies in support of such nominee or proposal pursuant to Section 14 of the Exchange Act; and

(8) such other information relating to any proposed item of business as the Corporation may reasonably require to determine whether such proposed item of business is a proper matter for stockholder action.

If requested by the Corporation, the information required under clauses 2.10(a)(iii)(C)(2), (3) and (4) of the preceding sentence of this Section 2.10 shall be supplemented by such stockholder and any such beneficial owner not later than 10 days after the record date for the meeting to disclose such information as of the record date.

(b) *Special Meetings of Stockholders.* If the election of directors is included as business to be brought before a special meeting in the Corporation's notice of meeting, then nominations of persons for election to the Board of Directors at a special meeting of stockholders may be made, subject to the then-applicable terms of the Stockholders' Agreement, by any stockholder who is a stockholder of record at the time of giving of notice provided for in this Section 2.10(b) and at the time of the special meeting, who shall be entitled to vote at the meeting and who complies with the procedures set forth in this Section 2.10(b). For nominations to be properly brought by a stockholder before a special meeting of stockholders pursuant to this Section 2.10(b), the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation. To be timely, a stockholder's notice shall be delivered to or mailed and received at the principal executive offices of the Corporation (A) not earlier than 150 days prior to the date of the special meeting nor (B) later than the later of 120 days prior to the date of the special meeting or the 10th day following the day on which public announcement of the date of the special meeting was first made. A stockholder's notice to the Secretary shall comply with the notice requirements of Section 2.10(a)(iii).

(c) *General.* (i) To be eligible to be a nominee for election as a director, the proposed nominee must provide to the Secretary of the Corporation in accordance with the applicable time periods prescribed for delivery of notice under Section 2.10(a)(ii) or Section 2.10(b): (1) a completed D&O questionnaire (in the form provided by the secretary of the Corporation at the request of the nominating stockholder) containing information regarding the nominee's background and qualifications and such other information as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve as a director of the Corporation or to serve as an independent director of the Corporation, (2) a written representation that, unless previously disclosed to the Corporation, the nominee is not and will

not become a party to any voting agreement, arrangement or understanding with any person or entity as to how such nominee, if elected as a director, will vote on any issue or that could interfere with such person's ability to comply, if elected as a director, with his/her fiduciary duties under applicable law, (3) a written representation and agreement that, unless previously disclosed to the Corporation pursuant to Section 2.10(a)(iii)(A)(2), the nominee is not and will not become party to any Third-Party Compensation Arrangement and (4) a written representation that, if elected as a director, such nominee would be in compliance and will continue to comply with the Corporation's corporate governance guidelines as disclosed on the Corporation's website, as amended from time to time. At the request of the Board of Directors, any person nominated by the Board of Directors for election as a director shall furnish to the Secretary of the Corporation the information that is required to be set forth in a stockholder's notice of nomination that pertains to the nominee.

(ii) No person shall be eligible to be nominated by a stockholder to serve as a director of the Corporation unless nominated in accordance with the procedures set forth in this Section 2.10. No business proposed by a stockholder shall be conducted at a stockholder meeting except in accordance with this Section 2.10.

(iii) The chairman of the meeting shall, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the procedures prescribed by these Bylaws or that business was not properly brought before the meeting, and if he/she should so determine, he/she shall so declare to the meeting and the defective nomination shall be disregarded or such business shall not be transacted, as the case may be. Notwithstanding the foregoing provisions of this Section 2.10, unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or other proposed business, such nomination shall be disregarded or such proposed business shall not be transacted, as the case may be, notwithstanding that proxies in respect of such vote may have been received by the Corporation and counted for purposes of determining a quorum. For purposes of this Section 2.10, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders.

(iv) Without limiting the foregoing provisions of this Section 2.10, a stockholder shall also comply with all applicable requirements of the Exchange Act with respect to the matters set forth in this Section 2.10; *provided, however*, that any references in these Bylaws to the Exchange Act are not intended to and shall not limit any requirements applicable to nominations or proposals as to any other business to be considered pursuant to this Section 2.10, and compliance with paragraphs (a)(i)(C) and (b) of this Section 2.10 shall be the exclusive means for a stockholder to make nominations or submit other business (other than as provided in Section 2.10(c)(v)).

(v) Notwithstanding anything to the contrary, the notice requirements set forth herein with respect to the proposal of any business pursuant to this Section 2.10 shall be deemed satisfied by a stockholder if such stockholder has submitted a proposal to the Corporation in compliance with Rule 14a-8 under the Exchange Act, and such stockholder's proposal has been included in a proxy statement that has been prepared by the Corporation to solicit proxies for the meeting of stockholders.

ARTICLE 3 DIRECTORS

Section 3.01. *General Powers.* Except as otherwise provided in Delaware Law or the Certificate of Incorporation, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

Section 3.02. *Number, Election and Term Of Office.* Subject to the Certificate of Incorporation and the then-applicable terms of the Stockholders' Agreement, the Board of Directors shall initially consist of not less than six directors, with the exact number of directors to be determined from time to time solely by resolution adopted by the affirmative vote of a majority of the Board. As set forth in Article 6 of the Certificate of Incorporation, the directors shall be divided into three classes, designated Class I, Class II and Class III. Each class shall consist, as nearly as may be practicable, of one-third of the total number of directors constituting the entire Board of Directors. Except as otherwise provided in the Certificate of Incorporation, each director shall serve for a term ending on the date of the third annual meeting of stockholders next following the annual meeting at which such director was elected. Notwithstanding the foregoing, each director shall hold office until such director's successor shall have been duly elected and qualified or until such director's earlier death, resignation or removal. Directors need not be stockholders.

Section 3.03. *Quorum and Manner of Acting.* Unless the Certificate of Incorporation or these Bylaws require a greater number, a majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors and, except as otherwise expressly required by law or by the Certificate of Incorporation, the act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. When a meeting is adjourned to another time or place (whether or not a quorum is present), notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Board of Directors may transact any business which might have been transacted at the original meeting. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat shall adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 3.04. *Time and Place of Meetings.* The Board of Directors shall hold its meetings at such place, either within or without the State of Delaware, and at such time as may be determined from time to time by the Board of Directors (or the Chairman of the Board of Directors in the absence of a determination by the Board of Directors).

Section 3.05. *Annual Meeting.* The Board of Directors shall meet for the purpose of organization, the election of officers and the transaction of other business, as soon as practicable after each annual meeting of stockholders, on the same day and at the same place where such annual meeting shall be held. Notice of such meeting need not be given. In the event such annual meeting is not so held, the annual meeting of the Board of Directors may be held at such place either within or without the State of Delaware, on such date and at such time as shall be specified in a notice thereof given as hereinafter provided in Section 3.07 herein or in a waiver of notice thereof signed by any director who chooses to waive the requirement of notice.

Section 3.06. *Regular Meetings.* After the place and time of regular meetings of the Board of Directors shall have been determined and notice thereof shall have been once given to each member of the Board of Directors, regular meetings may be held without further notice being given.

Section 3.07. *Special Meetings.* Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors, the President or the Chief Executive Officer of the Corporation and shall be called by the Chairman of the Board of Directors, President or the Secretary, on the written request of three directors. Notice of special meetings of the Board of Directors shall be given to each director at least 48 hours before the date of the meeting in such manner as is determined by the Board of Directors.

Section 3.08. *Committees.* Subject to the then-applicable terms of the Stockholders' Agreement, the Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to the following matters: (a) approving or adopting, or recommending to the stockholders, any action or matter expressly required by Delaware Law to be submitted to the stockholders for approval or (b) adopting, amending or repealing any Bylaw of the Corporation. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

Section 3.09. *Action by Consent.* Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions, are filed with the minutes of proceedings of the Board of Directors or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 3.10. *Telephonic Meetings.* Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or such committee, as the case may be, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

Section 3.11. *Resignation.* Any director may resign from the Board of Directors at any time by giving notice to the Board of Directors or to the Secretary of the Corporation. Any such notice must be in writing or by electronic transmission to the Board of Directors or to the Secretary of the Corporation. The resignation of any director shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 3.12. *Vacancies.* Unless otherwise provided in the Certificate of Incorporation, subject to the then-applicable terms of the Stockholders' Agreement, vacancies on the Board of Directors resulting from death, resignation, removal or otherwise and newly created directorships resulting from any increase in the number of directors shall, except as otherwise required by law, be filled solely by a majority of the directors then in office (although less than a quorum) or by the sole remaining director, and each director so elected shall hold office for a term that shall coincide with the term of the Class to which such director shall have been elected. If there are no directors in office, then an election of directors may be held in accordance with Delaware Law. Subject to the then-applicable terms of the Stockholders' Agreement, unless otherwise provided in the Certificate of Incorporation, when one or more directors shall resign from the Board of Directors, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have the power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as provided in the filling of the other vacancies.

Section 3.13. *Removal.* Subject to the then-applicable terms of the Stockholders' Agreement, no director may be removed from office by the stockholders except for cause with the affirmative vote of the holders of not less than a majority of the total voting power of all outstanding securities of the Corporation generally entitled to vote in the election of directors, voting together as a single class.

Section 3.14. *Compensation.* Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, the Board of Directors or a committee of the Board of Directors shall have authority to fix the compensation of directors, including fees and reimbursement of expenses.

Section 3.15. *Preferred Stock Directors.* Notwithstanding anything else contained herein, whenever the holders of one or more classes or series of preferred stock shall have the right, voting separately as a class or series, to elect directors, the election, term of office, filling of vacancies, removal and other features of such directorships shall be governed by the terms of the resolutions applicable thereto adopted by the Board of Directors pursuant to the Certificate of Incorporation, and such directors so elected shall not be subject to the provisions of Sections 3.02, 3.12 and 3.13 of this Article 3 unless otherwise provided therein.

ARTICLE 4
OFFICERS

Section 4.01. *Principal Officers.* The principal officers of the Corporation shall be a Chairman, a Chief Executive Officer, a President, a Chief Financial Officer, one or more Vice Presidents, a Treasurer and a Secretary who shall have the duty, among other things, to record the proceedings of the meetings of stockholders and directors in a book kept for that purpose. The Corporation may also have such other principal officers, including one or more Controllers, as the Board of Directors may in its discretion appoint. One person may hold the offices and perform the duties of any two or more of said offices, except that no one person shall hold the offices and perform the duties of President and Secretary.

Section 4.02. *Appointment, Term of Office and Remuneration.* The principal officers of the Corporation shall be appointed by the Board of Directors in the manner determined by the Board of Directors. Each such officer shall hold office until his or her successor is appointed, or until his or her earlier death, resignation or removal. The remuneration of all officers of the Corporation shall be fixed by the Board of Directors. Any vacancy in any office shall be filled in such manner as the Board of Directors shall determine.

Section 4.03. *Subordinate Officers.* In addition to the principal officers enumerated in Section 4.01 herein, the Corporation may have one or more Assistant Treasurers, Assistant Secretaries and Assistant Controllers and such other subordinate officers, agents and employees as the Board of Directors may deem necessary, each of whom shall hold office for such period as the Board of Directors may from time to time determine. The Board of Directors may delegate to any principal officer the power to appoint and to remove any such subordinate officers, agents or employees.

Section 4.04. *Removal.* Except as otherwise permitted with respect to subordinate officers, any officer may be removed, with or without cause, at any time, by resolution adopted by the Board of Directors.

Section 4.05. *Resignations.* Any officer may resign at any time by giving notice to the Board of Directors (or to a principal officer if the Board of Directors has delegated to such principal officer the power to appoint and to remove such officer). Any such notice must be in writing. The resignation of any officer shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.06. *Powers and Duties.* The officers of the Corporation shall have such powers and perform such duties incident to each of their respective offices and such other duties as may from time to time be conferred upon or assigned to them by the Board of Directors.

ARTICLE 5
CAPITAL STOCK

Section 5.01. *Certificates For Stock; Uncertificated Shares.* The shares of the Corporation shall be represented by certificates, provided that the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares or a combination of certificated and uncertificated shares. Any such resolution that shares of a class or series will only be uncertificated shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Except as otherwise required by law, the rights and obligations of the holders of uncertificated shares and the rights and obligations of the holders of shares represented by certificates of the same class and series shall be identical. Every holder of stock represented by certificates shall be entitled to have a certificate representing the number of shares registered in certificate form signed by, or in the name of the Corporation by any two officers of such Corporation authorized to sign stock certificates. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue. A Corporation shall not have power to issue a certificate in bearer form.

Section 5.02. *Transfer Of Shares.* Shares of the stock of the Corporation may be transferred on the record of stockholders of the Corporation by the holder thereof or by such holder's duly authorized attorney upon surrender of a certificate therefor properly endorsed or upon receipt of proper transfer instructions from the registered holder of uncertificated shares or by such holder's duly authorized attorney and upon compliance with appropriate procedures for transferring shares in uncertificated form, unless waived by the Corporation.

Section 5.03. *Authority for Additional Rules Regarding Transfer.* The Board of Directors shall have the power and authority to make all such rules and regulations as they may deem expedient concerning the issue, transfer and registration of certificated or uncertificated shares of the stock of the Corporation, as well as for the issuance of new certificates in lieu of those which may be lost or destroyed, and may require of any stockholder requesting replacement of lost or destroyed certificates, bond in such amount and in such form as they may deem expedient to indemnify the Corporation, and/or the transfer agents, and/or the registrars of its stock against any claims arising in connection therewith.

ARTICLE 6
GENERAL PROVISIONS

Section 6.01. *Fixing the Record Date.* (a) In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing such record date is adopted by the Board of Directors, and which record date shall not be more than 60 nor less than 10 days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the

stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided* that the Board of Directors may in its discretion or as required by law fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall fix the same date or an earlier date as the record date for stockholders entitled to notice of such adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 6.02. *Dividends.* Subject to limitations contained in Delaware Law and the Certificate of Incorporation, the Board of Directors may declare and pay dividends upon the shares of capital stock of the Corporation, which dividends may be paid either in cash, in property or in shares of the capital stock of the Corporation.

Section 6.03. *Year.* The fiscal year of the Corporation shall commence on January 1 and end on December 31 of each year.

Section 6.04. *Corporate Seal.* The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed, affixed or otherwise reproduced.

Section 6.05. *Voting of Stock Owned by the Corporation.* The Board of Directors may authorize any person, on behalf of the Corporation, to attend, vote at and grant proxies to be used at any meeting of stockholders of any corporation (except this Corporation) in which the Corporation may hold stock.

Section 6.06. *Amendments.* These Bylaws or any of them, may be altered, amended or repealed, or new Bylaws may be made, by the stockholders entitled to vote thereon at any annual or special meeting thereof or by the Board of Directors. Unless a higher percentage is required by the Certificate of Incorporation as to any matter that is the subject of these Bylaws, all such amendments must be approved by (a) until the first date on which the Hart Entities or Permitted Assigns no longer beneficially own more than 50% of the outstanding shares of common stock of the Corporation, the affirmative vote of the holders of not less than a majority of the total voting power of all

outstanding securities of the Corporation, generally entitled to vote in the election of directors, voting together as a single class, (b) from and after the first date on which the Hart Entities or Permitted Assigns no longer beneficially own more than 50% of the outstanding shares of common stock of the Corporation, the affirmative vote of the holders of not less than 66²/₃% of the total voting power of all outstanding securities of the Corporation, generally entitled to vote in the election of directors, voting together as a single class, or (c) a majority of the Board of Directors. So long as the Stockholders' Agreement remains in effect, the Board of Directors shall not approve any amendment, alteration or repeal of any provision of these Bylaws, or the adoption of any new Bylaw, that would be contrary to or inconsistent with the then-applicable terms of the Stockholders' Agreement. Notwithstanding the foregoing, no amendment to the Stockholders' Agreement (whether or not such amendment modifies any provision to the Stockholders' Agreement to which these Bylaws are subject) shall be deemed an amendment of these Bylaws for purposes of this Section 6.06.

FORM OF INDEMNIFICATION AGREEMENT

(Delaware corporation)

This Indemnification Agreement (this “**Agreement**”), made and entered into as of the [] day of [], 20[], by and between Reynolds Consumer Products Inc., a Delaware corporation (the “**Company**”) and [] (“**Indemnitee**”).

WITNESSETH:

WHEREAS, highly competent persons have become more reluctant to serve publicly-held corporations as directors or officers unless they are provided with adequate protection through insurance or adequate indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of the corporation.

WHEREAS, the Board of Directors of the Company (the “**Board**”) has determined that, in order to attract and retain qualified individuals, the Company will attempt to maintain on an ongoing basis, at its sole expense, liability insurance to protect persons serving the Company and its subsidiaries from certain liabilities. Although the furnishing of such insurance has been a customary and widespread practice among United States-based corporations and other business enterprises, the Company believes that, given current market conditions and trends, such insurance may be available to it in the future only at higher premiums and with more exclusions. At the same time, directors, officers, and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the Company or business enterprise itself.

WHEREAS, the Amended and Restated Certificate of Incorporation of the Company provide that the Company shall indemnify and advance expenses to all directors and officers of the Company in the manner set forth therein and to the fullest extent permitted by applicable law, and the Company’s Certificate of Incorporation provides for limitation of liability for directors. In addition, Indemnitee may be entitled to indemnification pursuant to the General Corporation Law of the State of Delaware (“**DGCL**”). The Amended and Restated Certificate of Incorporation and the DGCL expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the Board, officers and other persons with respect to indemnification.

WHEREAS, the uncertainties relating to such insurance and to indemnification have increased the difficulty of attracting and retaining such persons.

WHEREAS, the Board has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company's stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future.

WHEREAS, the Board has determined that it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified.

WHEREAS, this Agreement is a supplement to and in furtherance of the Amended and Restated Certificate of Incorporation and Bylaws of the Company and any resolutions adopted pursuant thereto and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder.

WHEREAS, Indemnitee does not regard the protection available under the Company's Certificate of Incorporation and Bylaws and insurance as adequate in the present circumstances, and may not be willing to serve as an officer or director of the Company without adequate protection, and the Company desires Indemnitee to serve in such capacity. Indemnitee is willing to serve, continue to serve and to take on additional service for or on behalf of the Company on the condition that he be so indemnified.

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

ARTICLE 1
CERTAIN DEFINITIONS

(a) As used in this Agreement:

"Change of Control" means any one of the following circumstances occurring after the date hereof: (i) there shall have occurred an event required to be reported with respect to the Company in response to Item 6(e) of Schedule 14A of Regulation 14A (or in response to any similar item or any similar schedule or form) under the Exchange Act, regardless of whether the Company is then subject to such reporting requirement; (ii) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act) shall have become, without prior approval of the Company's Board by approval of at least a majority of the Continuing Directors, the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 15% or more of the combined voting power of the Company's then outstanding voting securities (provided that, for purposes of this clause (ii), the term "person" shall exclude (x) the Company, (y) any trustee or other fiduciary holding

securities under an employee benefit plan of the Company, and (z) any corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company); (iii) there occurs a merger or consolidation of the Company with any other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than 51% of the combined voting power of the voting securities of the surviving entity outstanding immediately after such merger or consolidation and with the power to elect at least a majority of the Board or other governing body of such surviving entity; (iv) all or substantially all the assets of the Company are sold or disposed of in a transaction or series of related transactions; (v) the approval by the stockholders of the Company of a complete liquidation of the Company; or (vi) the Continuing Directors cease for any reason to constitute at least a majority of the members of the Board.

“Continuing Director” means (i) each director on the Board on the date hereof, (ii) any new director whose election or nomination for election by the Company’s stockholders was approved by a vote of at least a majority of the directors then still in office who were directors on the date hereof or whose election or nomination was so approved or (iii) any new director whose election or nomination was made pursuant to any shareholders agreements that the Company has entered into with any of its shareholders.

“Corporate Status” means the status of a person who is or was a director, officer, trustee, general partner, managing member, fiduciary, Board’s committee member, employee or agent of the Company or of any other Enterprise.

“Disinterested Director” means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

“Enterprise” means the Company and any other corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise of which Indemnitee is or was serving at the request of the Company as a director, officer, trustee, general partner, managing member, fiduciary, Board’s committee member, employee or agent.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Expenses” means all direct and indirect costs (including attorneys’ fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses) reasonably incurred in connection with (i) prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, or otherwise participating in, a

Proceeding or (ii) establishing or enforcing a right to indemnification under this Agreement, the Company's Amended and Restated Certificate of Incorporation and/or Bylaws, applicable law or otherwise. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Proceeding, including the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent. For the avoidance of doubt, Expenses, however, shall not include any Liabilities.

"Independent Counsel" means a law firm, or a member of a law firm, that is experienced in matters of corporate law and neither currently is, nor in the five years previous to its selection or appointment has been, retained to represent (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning Indemnitee under this Agreement or of other indemnitees under similar indemnification agreements) or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement.

"Liabilities" means any losses or liabilities, including any judgments, fines, excise taxes and penalties, penalties and amounts paid in settlement, arising out of or in connection with any Proceeding (including all interest, assessments and other charges paid or payable in connection with or in respect of any such judgments, fines, excise taxes and penalties, penalties or amounts paid in settlement).

"Proceeding" means any threatened, pending or completed action, derivative action, suit, claim, counterclaim, cross claim, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether civil (including intentional and unintentional tort claims), criminal, administrative or investigative, including any appeal therefrom, and whether instituted by or on behalf of the Company or any other party, or any inquiry or investigation that Indemnitee in good faith believes might lead to the institution of any such action, suit or other proceeding hereinabove listed in which Indemnitee was, is or will be involved as a party, potential party, non-party witness or otherwise by reason of any Corporate Status of Indemnitee, or by reason of any action taken (or failure to act) by him or her or of any action (or failure to act) on his or her part while serving in any Corporate Status.

(b) For the purposes of this Agreement:

References to “Company” shall include, in addition to the resulting or surviving corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees or agents, so that if Indemnatee is or was a director, officer, employee, or agent of such constituent corporation or is or was serving at the request of such constituent corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, then Indemnatee shall stand in the same position under the provisions of this Agreement with respect to the resulting or surviving corporation as Indemnatee would have with respect to such constituent corporation if its separate existence had continued.

Reference to “other enterprise” shall include employee benefit plans; references to “fines” shall include any excise tax assessed with respect to any employee benefit plan; references to “serving at the request of the Company” shall include any service as a director, officer, employee or agent of the Company which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Company” as referred to in this Agreement.

Reference to “including” shall mean “including, without limitation,” regardless of whether the words “without limitation” actually appear, references to the words “herein,” “hereof” and “hereunder” and other words of similar import shall refer to this Agreement as a whole and not to any particular paragraph, subparagraph, section, subsection or other subdivision.

ARTICLE 2
SERVICES BY INDEMNITEE

Section 2.01. *Services By Indemnatee.* Indemnatee hereby agrees to serve or continue to serve, at the will of the Company, as a director or officer of the Company, for so long as Indemnatee is duly elected or appointed or until Indemnatee tenders his or her resignation or is removed.

ARTICLE 3
INDEMNIFICATION

Section 3.01. *General.* (a) The Company hereby agrees to and shall indemnify Indemnatee and hold Indemnatee harmless from and against any and all Expenses and Liabilities, in either case, actually and reasonably incurred by Indemnatee or on Indemnatee’s behalf by reason of Indemnatee’s Corporate Status, to the fullest extent permitted by applicable law. The Company’s indemnification obligations set forth in this Section 3.01 shall apply (i) in respect of Indemnatee’s past, present and future service in any Corporate Status and (ii) regardless of whether Indemnatee is serving in any Corporate Status at the time any such Expense or Liability is incurred.

For purposes of this Agreement, the meaning of the phrase “to the fullest extent permitted by applicable law” shall include, but not be limited to:

(i) to the fullest extent permitted by any provision of the DGCL, or the corresponding provision of any successor statute, and

(ii) to the fullest extent authorized or permitted by any amendments to or replacements of the DGCL adopted after the date of this Agreement that increase the extent to which a corporation may indemnify its officers and directors.

(b) *Witness Expenses.* Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his or her Corporate Status, a witness in any Proceeding to which Indemnitee is not a party, he shall be indemnified against all Expenses actually and reasonably incurred by Indemnitee or on his or her behalf in connection therewith.

(c) *Expenses as a Party Where Wholly or Partly Successful.* Notwithstanding any other provisions of this Agreement, to the fullest extent permitted by applicable law, to the extent that Indemnitee is a party to (or a participant in) and is successful, on the merits or otherwise, in any Proceeding or in defense of any claim, issue or matter therein, in whole or in part, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him or her in connection therewith. If Indemnitee is not wholly successful in such Proceeding, but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall, to the fullest extent permitted by applicable law, indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on his or her behalf in connection with each successfully resolved claim, issue or matter. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

Section 3.02. *Exclusions.* Notwithstanding any provision of this Agreement and unless Indemnitee ultimately is successful on the merits with respect to any such claim, the Company shall not be obligated under this Agreement to make any indemnity in connection with any claim made against Indemnitee:

(a) for (i) an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Exchange Act or similar provisions of state statutory law or common law or (ii) any reimbursement of the Company by Indemnitee of any bonus or other incentive-based or equity-based compensation

or of any profits realized by Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the “**Sarbanes-Oxley Act**”), or the payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act);

(b) except as otherwise provided in Sections 6.01(e), prior to a Change of Control, in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee (other than any cross claim or counterclaim asserted by the Indemnitee), including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation or (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law;

(c) for conduct that is established by a final judgment not subject to further appeal to be in bad faith, knowingly fraudulent or deliberately dishonest or constituting willful misconduct (but only to the extent of such specific determination); or

(d) for conduct that is established by a final judgment not subject to further appeal as constituting a breach of Indemnitee’s duty of loyalty to the Company or resulting in any personal profit or advantage to which Indemnitee is not legally entitled.

For purposes of the foregoing sentence, a final judgment may be reached solely in the underlying proceeding.

ARTICLE 4 ADVANCEMENT OF EXPENSES; DEFENSE OF CLAIMS

Section 4.01. *Advances.* Notwithstanding any provision of this Agreement to the contrary, the Company shall advance any Expenses actually and reasonably incurred by Indemnitee in connection with any Proceeding within ten (10) days after the receipt by the Company of each statement requesting such advance from time to time, whether prior to or after final disposition of any Proceeding. Advances shall be unsecured and interest free. Advances shall be made without regard to Indemnitee’s ability to repay such amounts and without regard to Indemnitee’s ultimate entitlement to indemnification under the other provisions of this Agreement. Advances shall include any and all reasonable Expenses incurred pursuing an action to enforce this right of advancement, including Expenses incurred preparing and forwarding statements to the Company to support the advances claimed.

Section 4.02. *Repayment of Advances or Other Expenses.* Indemnitee agrees that Indemnitee shall reimburse the Company for all Expenses advanced by the Company pursuant to Section 4.01, in the event and only to the extent that it shall be determined by final judgment or other final adjudication under the provisions of any applicable law (as to which all rights of appeal therefrom have been exhausted or lapsed) that Indemnitee is not entitled to be indemnified by the Company for such Expenses.

Section 4.03. *Defense of Claims.* The Company will be entitled to participate in the Proceeding at its own expense. The Company shall be entitled to assume the defense of any Proceeding with counsel consented to by Indemnitee (such consent not to be unreasonably withheld) upon the delivery by the Company to Indemnitee of written notice of the Company's election to do so. After delivery of such notice, consent to such counsel by Indemnitee and the retention of such counsel by the Company, the Company will not be liable to Indemnitee under this Agreement for any fees or expenses of counsel subsequently incurred by Indemnitee with respect to such Proceeding; provided that (i) Indemnitee shall have the right to employ separate counsel in respect of any Proceeding at Indemnitee's expense and (ii) if (A) the employment of counsel by Indemnitee has been previously authorized in writing by the Company or (B) Indemnitee shall have reasonably concluded upon the advice of counsel that there is a conflict of interest between the Company and Indemnitee in the conduct of the defense of such Proceeding, then in each such case the fees and expenses of Indemnitee's counsel shall be at the Company's expense. The Company shall not settle any action, claim or Proceeding (in whole or in part) which would impose any Expense, judgment, fine, penalty or limitation on Indemnitee without Indemnitee's prior written consent, such consent not to be unreasonably withheld. Indemnitee shall not settle any action, claim or Proceeding (in whole or in part) which would impose any Expense, judgment, fine, penalty or limitation on the Company without the Company's prior written consent, such consent not to be unreasonably withheld.

ARTICLE 5

PROCEDURES FOR NOTIFICATION OF AND DETERMINATION OF ENTITLEMENT TO INDEMNIFICATION

Section 5.01. *Notification; Request For Indemnification.* (a) As soon as reasonably practicable after receipt by Indemnitee of written notice that he is a party to or a participant (as a witness or otherwise) in any Proceeding or of any other matter in respect of which Indemnitee intends to seek indemnification or advancement of Expenses hereunder, Indemnitee shall provide to the Company written notice thereof, including the nature of and the facts underlying the Proceeding. The omission by Indemnitee to so notify the Company will not relieve the Company from any liability which it may have to Indemnitee hereunder or otherwise.

(b) To obtain indemnification under this Agreement, Indemnitee shall deliver to the Company a written request for indemnification, including therewith such information as is reasonably available to Indemnitee and reasonably necessary to determine Indemnitee's entitlement to indemnification hereunder. Such request(s) may be delivered from time to time and at such time(s) as Indemnitee deems appropriate in his or her sole discretion. Indemnitee's entitlement to indemnification shall be determined according to Section 5.02 of this Agreement and applicable law.

Section 5.02. *Determination of Entitlement.* (a) Where there has been a written request by Indemnitee for indemnification pursuant to Section 5.01(b), then as soon as is reasonably practicable (but in any event not later than 60 days) after final disposition of the relevant Proceeding, a determination, if required by applicable law, with respect to Indemnitee's entitlement thereto shall be made in the specific case: (i) if a Change of Control shall not have occurred, (A) by a majority vote of the Disinterested Directors, even though less than a quorum of the Board, (B) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum of the Board, (C) if there are no such Disinterested Directors or, if such Disinterested Directors so direct, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee; or (ii) if a Change of Control shall have occurred, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee. If it is so determined that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within ten (10) days after such determination. Indemnitee shall reasonably cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any costs or expenses (including attorneys' fees and disbursements) actually and reasonably incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification).

(b) If entitlement to indemnification is to be determined by Independent Counsel pursuant to Section 5.02(a)(ii), such Independent Counsel shall be selected by Indemnitee, and Indemnitee shall give written notice to the Company advising it of the identity of the Independent Counsel so selected. If entitlement to indemnification is to be determined by Independent Counsel pursuant to Section 5.02(a)(i)(C) (or if Indemnitee requests that such selection be made by the Board), such Independent Counsel shall be selected by the Company in which case the Company shall give written notice to Indemnitee advising him or her of the identity of the Independent Counsel so selected. In either event, Indemnitee or the Company, as the case may be, may, within 10 days after such written notice of selection shall have been received, deliver to the Company or to Indemnitee, as

the case may be, a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 1 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If such written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court of competent jurisdiction has determined that such objection is without merit. If, within 20 days after the later of submission by Indemnitee of a written request for indemnification pursuant to Section 5.01(b) hereof and the final disposition of the Proceeding, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition a court of competent jurisdiction for resolution of any objection which shall have been made by the Company or Indemnitee to the other's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 5.02(a) hereof. Upon the due commencement of any judicial proceeding or arbitration pursuant to Section 6.01(a) of this Agreement, the Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

(c) The Company agrees to pay the reasonable fees and expenses of any Independent Counsel serving under this Agreement.

Section 5.03. *Presumptions and Burdens of Proof; Effect of Certain Proceedings.* (a) In making any determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall, to the fullest extent not prohibited by law, presume that Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request for indemnification in accordance with Section 5.01(b) of this Agreement, and the Company shall, to the fullest extent not prohibited by law, have the burden of proof to overcome that presumption in connection with the making by any person, persons or entity of any determination contrary to that presumption. Neither the failure of any person, persons or entity to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by any person, persons or entity that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(b) If the person, persons or entity empowered or selected under Section 5.02 of this Agreement to determine whether Indemnitee is entitled to indemnification shall not have made a determination within the sixty (60) day period referred to in Section 5.02(a), the requisite determination of entitlement to indemnification shall, to the fullest extent not prohibited by law, be deemed to have been made and Indemnitee shall be entitled to such indemnification, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law; *provided*, however, that such 60-day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person, persons or entity making the determination with respect to entitlement to indemnification in good faith requires such additional time for the obtaining or evaluating of documentation and/or information relating thereto.

(c) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his or her conduct was unlawful.

(d) For purposes of any determination of good faith, Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is in good faith reliance on the records or books of account of any Enterprise, including financial statements, or on information supplied to Indemnitee by the officers of such Enterprise in the course of their duties, or on the advice of legal counsel for such Enterprise or on information or records given or reports made to such Enterprise by an independent certified public accountant or by an appraiser or other expert selected by such Enterprise. The provisions of this Section 5.03(d) shall not be deemed to be exclusive or to limit in any way the other circumstances in which Indemnitee may be deemed or found to have met the applicable standard of conduct set forth in this Agreement.

(e) The knowledge and/or actions, or failure to act, of any other director, trustee, partner, managing member, fiduciary, officer, agent or employee of any Enterprise shall not be imputed to Indemnitee for purposes of determining any right to indemnification under this Agreement.

ARTICLE 6 REMEDIES OF INDEMNITEE

Section 6.01. *Adjudication or Arbitration.* (a) In the event of any dispute between Indemnitee and the Company hereunder as to entitlement to indemnification or advancement of Expenses (including where (i) a determination is made pursuant to Section 5.02 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not

timely made pursuant to Section 4.01 of this Agreement, (iii) payment of indemnification pursuant to Section 3.01 of this Agreement is not made within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification, (iv) no determination as to entitlement to indemnification is timely made pursuant to Section 5.02 of this Agreement and no payment of indemnification is made within ten (10) days after entitlement is deemed to have been determined pursuant to Section 5.03(b)) or (v) a contribution payment is not made in a timely manner pursuant to Section 8.04 of this Agreement, then Indemnitee shall be entitled to an adjudication by a court of his or her entitlement to such indemnification, contribution or advancement. Alternatively, in such case, Indemnitee, at his or her option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The Company shall not oppose Indemnitee's right to seek any such adjudication or award in arbitration.

(b) In the event that a determination shall have been made pursuant to Section 5.02(a) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 6.01 shall be conducted in all respects as a *de novo* trial, or arbitration, on the merits, and Indemnitee shall not be prejudiced by reason of that adverse determination. In any judicial proceeding or arbitration commenced pursuant to this Section 6.01 the Company shall have the burden of proving Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be, and the Company may not refer to or introduce into evidence any determination pursuant to Section 5.02(a) of this Agreement adverse to Indemnitee for any purpose. If Indemnitee commences a judicial proceeding or arbitration pursuant to this Section 6.01, Indemnitee shall not be required to reimburse the Company for any advances pursuant to Section 4.02 until a final determination is made with respect to Indemnitee's entitlement to indemnification (as to which all rights of appeal have been exhausted or lapsed).

(c) If a determination shall have been made pursuant to Section 5.02(a) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 6.01, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) The Company shall be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 6.01 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement.

(e) The Company shall indemnify Indemnitee to the fullest extent permitted by law against all Expenses and, if requested by Indemnitee, shall (within ten (10) days after the Company's receipt of such written request) advance such Expenses to Indemnitee, which are reasonably incurred by Indemnitee in connection with any judicial proceeding or arbitration brought by Indemnitee for (i) indemnification or advances of Expenses by the Company (or otherwise for the enforcement, interpretation or defense of his or her rights) under this Agreement or any other agreement, including any other indemnification, contribution or advancement agreement, or any provision of the Company's Certificate of Incorporation or Bylaws now or hereafter in effect or (ii) recovery or advances under any directors' and officers' liability insurance policy maintained by the Company, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, contribution, advancement or insurance recovery, as the case may be.

ARTICLE 7
DIRECTORS' AND OFFICERS' LIABILITY INSURANCE

Section 7.01. *D&O Liability Insurance.* To the extent that the Company maintains a policy or policies of insurance providing liability insurance for directors and officers of the Company in their capacities as such (and for any capacity in which any director or officer of the Company serves any other Enterprise at the request of the Company), in respect of acts or omissions occurring while serving in such capacity, Indemnitee shall be covered by such policy or policies, in accordance with its or their terms, to the maximum extent of the coverage available for any other director or officer under such policy or policies.

Section 7.02. *Evidence of Coverage.* Upon request by Indemnitee, the Company shall provide copies of all policies of D&O Liability Insurance obtained and maintained in accordance with Section 7.01 of this Agreement. The Company shall promptly notify Indemnitee of any changes in such insurance coverage.

ARTICLE 8
MISCELLANEOUS

Section 8.01. *Nonexclusivity of Rights.* The rights of indemnification, contribution and advancement of Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled to under applicable law, the Company's Certificate of Incorporation, the Company's Bylaws, any agreement, a vote of stockholders or a resolution of directors, or otherwise. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

Section 8.02. *Insurance and Subrogation.* (a) If, at the time the Company receives notice of a claim hereunder, the Company has director and officer liability insurance in effect, the Company shall give prompt notice of such Proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such Proceeding in accordance with the terms of such policies. The failure or refusal of any such insurer to pay any such amount shall not affect or impair the obligations of the Company under this Agreement.

(b) In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(c) The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable (or for which advancement is provided) hereunder if and to the extent that Indemnitee has actually received such payment under any insurance policy or other indemnity provision.

Section 8.03 The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, trustee, partner, managing member, fiduciary, Board's committee member, employee or agent of any other Enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of Expenses from such Enterprise.

Section 8.04. *Contribution.* To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving rise to such Proceeding; and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

Section 8.05. *Amendment.* This Agreement may not be modified or amended except by a written instrument executed by or on behalf of each of the parties hereto. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit, restrict or reduce any right of Indemnitee under this Agreement in respect of any act or omission, or any event occurring, prior to such amendment, alteration or repeal. To the extent that a change in applicable law, whether by statute or judicial decision, (i) permits greater indemnification, contribution or advancement of Expenses than would be afforded currently under the Company's Amended and Restated Certificate of Incorporation and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change or (ii) limits rights with respect to indemnification, contribution or advancement of Expenses, it is the intent of the parties hereto that the rights with respect to indemnification, contribution or advancement of Expenses in effect prior to such change shall remain in full force and effect to the extent permitted by applicable law.

Section 8.06. *Waivers.* The observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) by the party entitled to enforce such term only by a writing signed by the party against which such waiver is to be asserted. Unless otherwise expressly provided herein, no delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

Section 8.07. *Entire Agreement.* This Agreement and the documents referred to herein constitute the entire agreement between the parties hereto with respect to the matters covered hereby, and any other prior or contemporaneous oral or written understandings or agreements with respect to the matters covered hereby are superseded by this Agreement, provided that this Agreement is a supplement to and in furtherance of the Amended and Restated Certificate of Incorporation and Bylaws of the Company and applicable law, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder.

Section 8.08. *Severability.* If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Agreement (including each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

Section 8.09. *Notices.* All notices, requests, demands and other communications under this Agreement shall be in writing (which may be by facsimile transmission). All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt. The address for notice to a party is as shown on the signature page of this Agreement, or such other address as any party shall have given by written notice to the other party as provided above.

Section 8.10. *Binding Effect.* (a) The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as a director or officer of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as a director or officer of the Company.

(b) This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of the Company, spouses, heirs, and executors, administrators, personal and legal representatives. The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all or substantially all, or a substantial part of the business or assets of the Company, by written agreement in form and substance satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement in the manner and to the same extent that the Company would be required to perform if no such succession had taken place.

(c) The indemnification, contribution and advancement of Expenses provided by, or granted pursuant to this Agreement shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, administrators, legatees and assigns of such a person.

Section 8.11. *Governing Law.* This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules.

Section 8.12. *Consent To Jurisdiction.* Except with respect to any arbitration commenced by Indemnitee pursuant to Section 6.01(a) of this Agreement, the Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chancery Court of the State of Delaware (the “**Delaware Court**”), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (iv) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

Section 8.13. *Headings.* The Article and Section headings in this Agreement are for convenience of reference only, and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

Section 8.14. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

Section 8.15. *Use of Certain Terms.* As used in this Agreement, the words “herein,” “hereof,” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular paragraph, subparagraph, section, subsection, or other subdivision. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

REYNOLDS CONSUMER PRODUCTS INC.

By: _____
Name:
Title:

Address: Reynolds Consumer Products Inc.
1900 W. Field Court;
Lake Forest, Illinois 60045
Attention: Joseph E. Doyle
E-mail: Joseph.Doyle@RankNA.com

With a copy to:
Address: Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attention: Byron B. Rooney
E-mail: Byron.Rooney@davispolk.com

INDEMNITEE

Address:

**REYNOLDS CONSUMER PRODUCTS INC.
2019 EQUITY INCENTIVE PLAN**

Section 1. *Purpose.* The purpose of the Reynolds Consumer Products Inc. 2019 Equity Incentive Plan (as amended from time to time, the “**Plan**”) is to motivate and reward those employees, directors, consultants and advisors of Reynolds Consumer Products Inc. (the “**Company**”) and its Affiliates to perform at the highest level and to further the best interests of the Company and its shareholders. Capitalized terms not otherwise defined herein are defined in Section 22.

Section 2. *Eligibility.*

(a) Any Employee, Director, Consultant or other advisor of the Company or any of its Affiliates shall be eligible to be selected to receive an Award under the Plan, to the extent that an offer or receipt of an Award is permitted by applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations.

(b) Holders of equity compensation awards granted by a company acquired by the Company (or whose business is acquired by the Company) or with which the Company combines (whether by way of amalgamation, merger, sale and purchase of shares or other securities or otherwise) are eligible for grants of Replacement Awards under the Plan to the extent permitted by applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations.

Section 3. *Administration.*

(a) The Plan shall be administered by the Committee. The Board may designate one or more directors of the Company as a subcommittee who may act for the Committee if necessary to satisfy the requirements of this Section. The Committee may issue rules and regulations for administration of the Plan.

(b) To the extent permitted by applicable law, the Committee may delegate to one or more officers of the Company some or all of its authority under the Plan, including the authority to grant Options and SARs or other Awards in the form of Share rights (except that such delegation shall not apply to any Award for a Person then covered by Section 16 of the Exchange Act), and the Committee may delegate to one or more committees of the Board (which may consist of solely one Director) some or all of its authority under the Plan, including the authority to grant all types of Awards, in accordance with applicable law.

(c) Subject to the terms of the Plan and applicable law, the Committee (or its delegate) shall have full discretion and authority to: (i) designate Participants; (ii) determine the type or types of Awards (including Replacement Awards) to be granted to each Participant under the Plan; (iii) determine the number of Shares to be covered by (or with respect to which payments, rights or other matters are to be calculated in connection with) Awards; (iv) determine the terms and conditions of any Award and prescribe the form of each Award Document, which need not be identical for each Participant; (v) determine whether, to what extent, under what circumstances and by which methods Awards may be settled or exercised in cash, Shares, other Awards, other property, net settlement (including broker-assisted cashless exercise), or any combination thereof, or canceled, forfeited or suspended; (vi) determine whether, to what extent and under what circumstances cash, Shares, other Awards, other property and other amounts payable with respect to an Award under the Plan shall be deferred either automatically or at the election of the holder thereof or of the Committee; (vii) amend terms or conditions of any outstanding Awards; (viii) correct any defect, supply any omission and reconcile any inconsistency in the Plan or any Award, in the manner and to the extent it shall deem desirable to carry the Plan into effect; (ix) interpret and administer the Plan and any instrument or agreement relating to, or Award made under, the Plan; (x) establish, amend, suspend or waive such rules and regulations and appoint such agents, trustees, brokers, depositories and advisors and determine such terms of their engagement as it shall deem appropriate for the proper administration of the Plan and due compliance with applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations; and (xi) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan and due compliance with applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations. Notwithstanding anything to the contrary contained herein, the Board may, in its sole discretion, at any time and from time to time, grant Awards or administer the Plan. In any such case, the Board shall have all of the authority and responsibility granted to the Committee herein.

(d) All decisions of the Committee shall be final, conclusive and binding upon all parties, including the Company, its shareholders and Participants and any Beneficiaries thereof.

Section 4. *Shares Available for Awards.*

(a) Subject to adjustment as provided in Section 4(c), the maximum number of Shares available for issuance under the Plan shall not exceed [●] Shares; *provided that*, starting on January 1, 2020, on January 1 of each year, the total number of Shares available for issuance under the Plan may be increased by an amount equal to the lesser of (i) 1% of the Company's issued and outstanding Shares on December 31 of the immediately preceding year or (ii) such other number of Shares as determined by the Board in its discretion. Shares underlying Replacement Awards and Shares remaining available for grant under a

plan of an acquired company or of a company with which the Company combines (whether by way of amalgamation, merger, sale and purchase of shares or other securities or otherwise), appropriately adjusted to reflect the acquisition or combination transaction, shall not reduce the number of Shares remaining available for grant hereunder.

(b) Any Shares subject to an Award that expires, is canceled, forfeited or otherwise terminates without the delivery of such Shares, including any Shares subject to such Award to the extent that such Award is settled without the issuance of Shares, shall again be, or shall become, available for issuance under the Plan. Any Shares surrendered or withheld in payment of any grant, acquisition or exercise price of such Award or taxes related to such Award shall become available for issuance under the Plan.

(c) In the event that, as a result of any dividend (other than ordinary cash dividends) or other distribution (whether in the form of cash, Shares or other securities), recapitalization, share split (share subdivision), reverse share split (share consolidation), reorganization, merger, amalgamation, consolidation, split-up, spin-off, combination, repurchase or exchange of Shares or other securities of the Company, issuance of warrants or other rights to acquire Shares or other securities of the Company, issuance of Shares pursuant to the anti-dilution provisions of securities of the Company, or other similar corporate transaction or event affecting the Shares, or of changes in applicable laws, regulations or accounting principles, an adjustment is necessary in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, then the Committee shall, subject to Section 19, adjust equitably any or all of:

(i) the number and type of Shares (or other securities) which thereafter may be made the subject of Awards;

(ii) the number and type of Shares (or other securities) subject to outstanding Awards;

(iii) the grant, acquisition or exercise price with respect to any Award or, if deemed appropriate, make provision for a cash payment to the holder of an outstanding Award; and

(iv) the terms and conditions of any outstanding Awards, including the performance criteria of any Performance Awards;

provided, however, that the number of Shares subject to any Award denominated in Shares shall always be a whole number.

(d) Any Shares delivered pursuant to an Award may consist, in whole or in part, of authorized and unissued Shares or Shares acquired by the Company and held as treasury shares. Any Shares delivered pursuant to an Award shall be issued as fully paid shares, and the exercise price and/or subscription price per Share pursuant to any Award, if applicable, shall always be at least equal to or greater than the par value per Share. A Participant shall not have any rights as a shareholder of the Company (including as to voting and dividends) until Shares are actually settled and delivered to the Participant and upon entry into the register of members of the Company.

(e) No Participant who is a non-employee Director may receive Awards under the Plan in cash or otherwise for any calendar year that relate to more than \$750,000 in the aggregate.

Section 5. *Restricted Stock*. The Committee is authorized to grant Awards of Restricted Stock to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Committee shall determine:

(a) The Award Document shall specify the vesting schedule.

(b) Awards of Restricted Stock shall be subject to such restrictions as the Committee may impose, which restrictions may lapse separately or in combination at such time or times, in such installments or otherwise, as the Committee may deem appropriate.

(c) Subject to the restrictions set forth in the applicable Award Document, a Participant generally shall have the rights and privileges of a stockholder with respect to Awards of Restricted Stock, including the right to vote such Shares and the right to receive dividends.

(d) The Committee may, in its discretion, specify in the applicable Award Document that any or all dividends or other distributions paid on Awards of Restricted Stock prior to vesting be paid either in cash or in additional Shares and either on a current or deferred basis and that such dividends or other distributions may be reinvested in additional Shares, which may be subject to the same restrictions as the underlying Awards.

(e) Any Award of Restricted Stock may be evidenced in such manner as the Committee may deem appropriate, including book-entry registration.

(f) The Committee may provide in an Award Document that an Award of Restricted Stock is conditioned upon the Participant making or refraining from making an election with respect to the Award under Section 83(b) of the Code. If a Participant makes an election pursuant to Section 83(b) of the Code with respect to an Award of Restricted Stock, the Participant shall be required to file promptly a copy of such election with the Company and the applicable Internal Revenue Service office.

Section 6. *RSUs*. The Committee is authorized to grant Awards of RSUs to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Committee shall determine:

(a) The Award Document shall specify the vesting schedule and the delivery schedule (which may include deferred delivery later than the vesting date).

(b) Awards of RSUs shall be subject to such restrictions as the Committee may impose, which restrictions may lapse separately or in combination at such time or times, in such installments or otherwise, as the Committee may deem appropriate.

(c) An RSU shall not convey to the Participant the rights and privileges of a stockholder with respect to the Share subject to the RSU, such as the right to vote or the right to receive dividends, unless and until a Share is issued to the Participant to settle the RSU.

(d) The Committee may, in its discretion, specify in the applicable Award Document that any or all dividend equivalents or other distributions paid on Awards of RSUs prior to vesting or settlement, as applicable, be paid either in cash or in additional Shares and either on a current or deferred basis and that such dividend equivalents or other distributions may be reinvested in additional Shares, which may be subject to the same restrictions as the underlying Awards.

(e) Shares delivered upon the vesting and settlement of an RSU Award may be evidenced in such manner as the Committee may deem appropriate, including book-entry registration.

(f) The Committee may determine the form or forms (including cash, Shares, other Awards, other property or any combination thereof) in which payment of the amount owing upon settlement of any RSU Award may be made.

Section 7. *Options*. The Committee is authorized to grant Options to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Committee shall determine.

(a) The exercise price per Share under an Option shall be determined by the Committee; *provided, however*, that, except in the case of Replacement Awards, such exercise price shall not be less than the Fair Market Value of a Share on the date of grant of such Option.

(b) The term of each Option shall be fixed by the Committee but shall not exceed 10 years from the date of grant of such Option.

(c) The Committee shall determine the time or times at which an Option may be exercised in whole or in part.

(d) The Committee shall determine the methods by which, and the forms in which payment of the exercise price with respect thereto may be made or deemed to have been made, including cash, Shares, other Awards, other property, net settlement (including broker-assisted cashless exercise) or any combination thereof, having a Fair Market Value on the exercise date equal to the relevant exercise price.

(e) To the extent an Option is not previously exercised as to all of the Shares subject thereto, and, if the Fair Market Value of one Share is greater than the exercise price then in effect, then the Option shall be deemed automatically exercised immediately before its expiration.

(f) No Option will be eligible for the payment of dividends or dividend equivalents, to the extent such Option is subject to Section 409A and 457A of the Code.

Section 8. *Share Appreciation Rights*. The Committee is authorized to grant SARs to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Committee shall determine.

(a) SARs may be granted under the Plan to Participants either alone or in tandem with other Awards granted under the Plan.

(b) The exercise price per Share under a SAR shall be determined by the Committee; *provided, however*, that, except in the case of Replacement Awards, such exercise price shall not be less than the Fair Market Value of a Share on the date of grant of such SAR (or if granted in connection with an Option, on the date of grant of such Option).

(c) The term of each SAR shall be fixed by the Committee but shall not exceed 10 years from the date of grant of such SAR.

(d) The Committee shall determine the time or times at which a SAR may be exercised or settled in whole or in part.

(e) To the extent a SAR is not previously exercised as to all of the Shares subject thereto, and, if the Fair Market Value of one Share is greater than the exercise price then in effect, then the SAR shall be deemed automatically exercised immediately before its expiration.

(f) Upon the exercise of a SAR, the Company shall pay to the Participant an amount equal to the number of Shares subject to the SAR multiplied by the excess, if any, of the Fair Market Value of one Share on the exercise date over the exercise price of such SAR. The Company shall pay such excess in cash, in Shares valued at Fair Market Value, or any combination thereof, as determined by the Committee.

(g) No SAR will be eligible for the payment of dividends or dividend equivalents, to the extent such SAR is subject to Section 409A and 457A of the Code.

Section 9. *Performance Awards*. The Committee is authorized to grant Performance Awards to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Committee shall determine.

(a) Performance Awards may be denominated as a cash amount, a number of Shares or a combination thereof and are Awards which may be earned upon achievement or satisfaction of performance conditions specified by the Committee. In addition, the Committee may specify that any other Award shall constitute a Performance Award by conditioning the right of a Participant to exercise the Award or have it settled, and the timing thereof, upon achievement or satisfaction of such performance conditions as may be specified by the Committee. The Committee may use such business criteria and other measures of performance as it may deem appropriate in establishing any performance conditions. Subject to the terms of the Plan, the performance goals to be achieved during any Performance Period, the length of any Performance Period, the amount of any Performance Award granted and the amount of any payment or transfer to be made pursuant to any Performance Award shall be determined by the Committee.

(b) Performance criteria may be measured on an absolute (*e.g.*, plan or budget) or relative basis, and may be established on a corporate-wide basis, with respect to one or more business units, divisions, Subsidiaries or business segments, or on an individual basis. Relative performance may be measured against a group of peer companies, a financial market index or other acceptable objective and quantifiable indices. If the Committee determines that a change in the business, operations, corporate structure or capital structure of the Company, or the manner in which the Company conducts its business, or other events or circumstances render the performance objectives unsuitable, the Committee may modify the minimum acceptable level of achievement, in whole or in part, as the Committee deems appropriate and equitable. Performance objectives shall be adjusted for material items not originally contemplated in establishing the performance target for items resulting from discontinued operations, extraordinary gains and losses, the effect of changes in accounting standards or principles, acquisitions or divestitures, changes in tax rules or regulations, capital transactions, restructuring, nonrecurring gains or losses or unusual items. Performance measures may vary from Performance Award to Performance Award, and from Participant to Participant, and may be established on a stand-alone basis, in tandem or in the alternative. The Committee shall have the power to impose such other restrictions on Awards subject to this Section 9(b) as it may deem necessary or appropriate to ensure that such Awards satisfy all requirements of any applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations.

(c) Settlement of Performance Awards shall be in cash, Shares, other Awards, other property, net settlement or any combination thereof, as determined in the discretion of the Committee. Performance Awards will be settled only after the end of the relevant Performance Period. The Committee may, in its discretion, increase or reduce the amount of a settlement otherwise to be made in connection with a Performance Award.

(d) A Performance Award shall not convey to a Participant the rights and privileges of a shareholder with respect to the Shares subject to such Performance Award, such as the right to vote (except as relates to Restricted Stock) or the right to receive dividends, unless and until Shares are issued to such Participant to settle such Performance Award. The Committee, in its sole discretion, may provide that a Performance Award shall convey the right to receive dividend equivalents on the Shares subject to such Performance Award with respect to any dividends declared during the period that such Performance Award is outstanding, in which case, such dividend equivalent rights shall accumulate and shall be paid in cash or Shares on the settlement date of the Performance Award, subject to the Participant's earning of the Shares subject to such Performance Awards with respect to which such dividend equivalents are paid upon achievement or satisfaction of performance conditions specified by the Committee. Shares delivered upon the vesting and settlement of a Performance Award may be evidenced in such manner as the Committee may deem appropriate, including book-entry registration. For the avoidance of doubt, unless otherwise determined by the Committee, no dividend equivalent rights shall be provided with respect to any Shares subject to Performance Awards that are not earned or otherwise do not vest or settle pursuant to their terms.

Section 10. *Other Share-Based Awards.* The Committee is authorized, subject to limitations under applicable law, to grant to Participants such other Awards that may be denominated or payable in, valued in whole or in part by reference to, or otherwise based on, or related to, Shares or factors that may influence the value of Shares, including convertible or exchangeable debt securities, other rights convertible or exchangeable into Shares, acquisition rights for Shares, Awards with value and payment contingent upon performance of the Company or business units thereof or any other factors designated by the Committee. The Committee shall determine the terms and conditions of such Awards.

Section 11. *Other Cash-Based Awards.* The Committee is authorized, subject to limitations under applicable law, to grant to Participants such other Awards that may be denominated or payable in, valued in whole or in part by reference to, or otherwise based on, or related to, cash. The Committee shall determine the terms and conditions of such Awards.

Section 12. *Effect of Termination of Service or a Change in Control on Awards.*

(a) The Committee may provide, by rule or regulation or in any Award Document, or may determine in any individual case, the circumstances in which, and the extent to which, an Award may be exercised, settled, vested, paid or forfeited in the event of a Participant's Termination of Service prior to the vesting, exercise or settlement of such Award or the end of a Performance Period.

(b) In the event of a Change in Control, outstanding Awards shall immediately vest and settle, and, with respect to Options and SARs, shall become fully exercisable. Any performance criteria to which any such Awards are subject shall be deemed to be satisfied at target.

Section 13. *General Provisions Applicable to Awards.*

(a) Awards shall be granted for no cash consideration or for such minimal cash consideration as may be required by applicable law.

(b) Awards may, in the discretion of the Committee, be granted either alone or in addition to or in tandem with any other Award or any award granted under any other plan of the Company. Awards granted in addition to or in tandem with other Awards, or in addition to or in tandem with awards granted under any other plan of the Company, may be granted either at the same time as or at a different time from the grant of such other Awards or awards.

(c) Subject to Section 19, payments or transfers to be made by the Company upon the grant, exercise or settlement of an Award may be made in the form of cash, Shares, other Awards, other property, net settlement or any combination thereof, as determined by the Committee in its discretion, and may be made in a single payment or transfer, in installments or on a deferred basis, in each case in accordance with rules and procedures established by the Committee. Such rules and procedures may include provisions for the payment or crediting of reasonable interest on installment or deferred payments or the grant or crediting of dividend equivalents in respect of installment or deferred payments.

(d) Except as may be permitted by the Committee or as specifically provided in an Award Document, (i) no Award and no right under any Award shall be assignable, alienable, saleable or transferable by a Participant otherwise than by will or pursuant to Section 13(e) and (ii) during a Participant's lifetime, each Award, and each right under any Award, shall be exercisable only by the Participant or, if permissible under applicable law, by the Participant's guardian or legal representative. Notwithstanding the foregoing, the Committee may, in its sole discretion, permit (on such terms, conditions and limitations as it may establish) Options and/or shares issued in connection with an Option or a SAR exercise that are subject to restrictions on transferability, to be transferred to a member of a Participant's immediate family or to a trust or similar vehicle for the benefit of a Participant's immediate family members. The provisions of this Section 13(d) shall not apply to any Award that has been fully exercised or settled, as the case may be, and shall not preclude forfeiture of an Award in accordance with the terms thereof.

(e) A Participant may designate a Beneficiary or change a previous Beneficiary designation at such times prescribed by the Committee by using forms and following procedures approved or accepted by the Committee for that purpose.

(f) All certificates, if any, for Shares, and/or other securities delivered under the Plan pursuant to any Award or the exercise thereof shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan or the rules, regulations and other requirements of the SEC, any stock market or exchange upon which such Shares or other securities are then quoted, traded or listed, and any applicable securities laws, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

(g) Without limiting the generality of Section 13(h), the Committee may impose restrictions on any Award with respect to noncompetition, confidentiality and other restrictive covenants, or requirements to comply with minimum share ownership requirements, as it deems necessary or appropriate in its sole discretion.

(h) The Committee may specify in an Award Document that the Participant's rights, payments and benefits with respect to an Award shall be subject to reduction, cancellation, forfeiture or recoupment upon the occurrence of certain specified events, in addition to any otherwise applicable vesting or performance conditions of an Award. Such events may include a Termination of Service with or without Cause (and, in the case of any Cause that is resulting from an indictment or other non-final determination, the Committee may provide for such Award to be held in escrow or abeyance until a final resolution of the matters related to such event occurs, at which time the Award shall either be reduced, cancelled or forfeited (as provided in such Award Document) or remain in effect, depending on the outcome), violation of material policies, breach of noncompetition, confidentiality or other restrictive covenants that may apply to the Participant, or other conduct by the Participant that is detrimental to the business or reputation of the Company and/or its Affiliates.

(i) Rights, payments and benefits under any Award shall be subject to repayment to or recoupment ("clawback") by the Company in accordance with such policies and procedures as the Committee or Board may adopt from time to time, including policies and procedures to implement applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations.

Section 14. *Amendments and Termination.*

(a) Except to the extent prohibited by applicable law and unless otherwise expressly provided in an Award Document or in the Plan, the Board may amend, alter, suspend, discontinue or terminate the Plan or any portion thereof at any time; *provided, however*, that no such amendment, alteration, suspension, discontinuation or termination shall be made without (i) shareholder approval, if such approval is required by applicable law or the rules of the stock market or exchange, if any, on which the Shares are principally quoted or traded or (ii) the consent of the affected Participant, if such action would materially adversely affect the rights of such Participant under any outstanding Award, except to the extent any such amendment, alteration, suspension, discontinuance or termination is made to cause the Plan to comply with applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations, or to impose any recoupment provisions on any Awards in accordance with Section 13(i). Notwithstanding anything to the contrary in the Plan, the Committee may amend the Plan or any Award Document in such manner as may be necessary or desirable to enable the Plan or such Award Document to achieve its stated purposes in any jurisdiction in a tax-efficient manner and in compliance with local laws, rules and regulations to recognize differences in local law, tax policy or custom. The Committee also may impose conditions on the exercise or vesting of Awards in order to minimize the Company's obligation with respect to tax equalization for Participants on assignments outside of their home country.

(b) The Committee may waive any conditions or rights under, amend any terms of, or amend, alter, suspend, discontinue or terminate any Award theretofore granted, prospectively or retroactively, without the consent of any relevant Participant or holder or Beneficiary of an Award; *provided, however*, that, subject to Section 4(c) and Section 13(c), no such action shall materially adversely affect the rights of any affected Participant or holder or Beneficiary under any Award theretofore granted under the Plan, except to the extent any such action is made to cause the Plan to comply with applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations, or to impose any recoupment provisions on any Awards in accordance with Section 13(i).

(c) Except as provided in Section 9(b), the Committee shall be authorized to make adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of events (including the events described in Section 4(c)) affecting the Company, or the financial statements of the Company, or of changes in applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations, whenever the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan.

(d) The Committee may correct any defect, supply any omission or reconcile any inconsistency in the Plan or any Award in the manner and to the extent it shall deem desirable to carry the Plan into effect.

Section 15. *Option and SAR Repricing.* Except as provided in Section 4(c), the Committee may not, without shareholder approval, seek to effect any re-pricing of any previously granted “underwater” Option or SAR by: (i) amending or modifying the terms of the Option or SAR to lower the exercise price; (ii) cancelling the underwater Option or SAR and granting either (A) replacement Options or SARs having a lower exercise price or (B) Restricted Stock, RSU, Performance Award or Other Share-Based Award in exchange; or (iii) cancelling or repurchasing the underwater Options or SARs for cash or other securities. An Option or SAR will be deemed to be “underwater” at any time when the Fair Market Value of the Shares covered by such Award is less than the exercise price of the Award.

Section 16. *Miscellaneous.*

(a) No Employee, Participant or other person shall have any claim to be granted any Award under the Plan, and there is no obligation for uniformity of treatment of Employees, Participants or holders or Beneficiaries of Awards under the Plan. The terms and conditions of Awards need not be the same with respect to each recipient, including as necessary or desirable to recognize differences in local law, tax policy or custom. Any Award granted under the Plan shall be a one-time Award that does not constitute a promise of future grants. The Company, in its sole discretion, maintains the right to make available future grants under the Plan.

(b) No payment pursuant to the Plan shall be taken into account in determining any benefits under any severance, pension, retirement, savings, profit sharing, group insurance, welfare or other benefit plan of the Company or any Affiliate, except to the extent otherwise expressly provided in writing in such other plan or an agreement thereunder.

(c) The grant of an Award shall not be construed as giving a Participant the right to be retained in the employ of, or to continue to provide services to, the Company or any Affiliate. Further, the Company or the applicable Affiliate may at any time dismiss a Participant, free from any liability, or any claim under the Plan, unless otherwise expressly provided in the Plan or in any Award Document or in any other agreement binding the parties. The receipt of any Award under the Plan is not intended to confer any rights on the receiving Participant except as set forth in the applicable Award Document.

(d) Nothing contained in the Plan shall prevent the Company from adopting or continuing in effect other or additional compensation arrangements, and such arrangements may be either generally applicable or applicable only in specific cases.

(e) The Company shall be authorized to withhold from any Award granted or any payment due or transfer made under any Award or under the Plan or from any compensation or other amount owing to a Participant the amount (in cash, Shares, other Awards, other property, net settlement or any combination thereof) of applicable withholding taxes due in respect of an Award, its exercise or settlement or any payment or transfer under such Award or under the Plan and to take such other action (including providing for elective payment of such amounts in cash or Shares by the Participant) as may be necessary in the opinion of the Company to satisfy all obligations for the payment of such taxes.

(f) If any provision of the Plan or any Award Document is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction, or as to any person or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award Document, such provision shall be stricken as to such jurisdiction, person or Award, and the remainder of the Plan and any such Award Document shall remain in full force and effect.

(g) No Shares shall be issued pursuant to the Plan in the event the Company determines that: (i) it and the Participant have not taken all actions required to register the Shares under the Securities Act and any other applicable securities laws and there is no exemption from such registration under applicable law; (ii) an applicable listing requirement of any stock exchange on which the Company is listed has not been satisfied; or (iii) another applicable provision of law has not been satisfied.

(h) Each Award Document shall provide that no Shares shall be purchased or sold thereunder unless and until (a) any then applicable requirements of any state or federal laws and regulatory agencies in any applicable country have been fully complied with to the satisfaction of the Company and its counsel and (b) if required to do so by the Company, the Participant has executed and delivered to the Company a letter of investment intent in such form and containing such provisions as the Committee may require. The Company shall use reasonable efforts to seek to obtain from each regulatory commission or agency having jurisdiction over the Plan such authority as may be required to grant Awards and to issue and sell Shares upon exercise of the Awards; *provided, however*, that this undertaking shall not require the Company to register under the Securities Act the Plan, any Award or any Shares issued or issuable pursuant to any such Award. If, after reasonable efforts, the Company is unable to obtain from any such regulatory commission or agency the authority which counsel for the Company deems necessary for the lawful issuance and sale of Shares under the Plan, the Company shall be relieved from any liability for failure to issue and sell Shares upon exercise of such Awards unless and until such authority is obtained.

(i) Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company and a Participant or any other person. To the extent that any person acquires a right to receive payments from the Company pursuant to an Award, such right shall be no greater than the right of any unsecured general creditor of the Company.

(j) No fractional Shares shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine whether cash or other securities shall be paid or transferred in lieu of any fractional Shares, or whether such fractional Shares or any rights thereto shall be canceled, terminated or otherwise eliminated.

(k) Awards may be granted to Participants who are non-United States nationals or employed or providing services outside the United States, or both, on such terms and conditions different from those applicable to Awards to Participants who are employed or providing services in the United States as may, in the judgment of the Committee, be necessary or desirable to recognize differences in local law, tax policy or custom. The Committee also may impose conditions on the exercise or vesting of Awards in order to minimize the Company's obligation with respect to tax equalization for Participants on assignments outside their home country.

Section 17. *Effective Date of the Plan.* The Plan is effective as of the effective date of the registration statement filed by the Company with the SEC for its initial offering of Shares to the public.

Section 18. *Term of the Plan.* No Award shall be granted under the Plan after the earliest to occur of (i) the tenth anniversary of the effectiveness of the Plan (the "**Plan Expiration Date**"); *provided that*, to the extent permitted by the listing rules of any stock exchanges on which the Company is listed, such Plan Expiration Date may be extended indefinitely so long as the maximum number of Shares available for issuance under the Plan have not been issued, (ii) the maximum number of Shares available for issuance under the Plan have been issued or (iii) the Board terminates the Plan in accordance with Section 14(a). However, unless otherwise expressly provided in the Plan or in an applicable Award Document, any Award theretofore granted may extend beyond such date, and the authority of the Committee to amend, alter, adjust, suspend, discontinue or terminate any such Award, or to waive any conditions or rights under any such Award, and the authority of the Board to amend the Plan, shall extend beyond such date.

Section 19. *Sections 409A and 457A of the Code.*

(a) With respect to Awards subject to Section 409A and/or 457A of the Code, the Plan is intended to comply with the requirements of Sections 409A and 457A of the Code, and the provisions of the Plan and any Award Document shall be interpreted in a manner that satisfies the requirements of Sections 409A and 457A of the Code, and the Plan shall be operated accordingly. If any provision of the Plan or any term or condition of any Award would otherwise frustrate or conflict with this intent, the provision, term or condition will be interpreted and deemed amended so as to avoid this conflict. If an amount payable under an Award as a result of the Participant's Termination of Service (other than due to death) occurring while the Participant is a "specified employee" under Section 409A of the Code constitutes a deferral of compensation subject to Section 409A of the Code, then payment of such amount shall not occur until six months and one day after the date of the Participant's Termination of Service, except as permitted under Section 409A of the Code. If the Award includes a "series of installment payments" (within the meaning of Section 1.409A-2(b)(2)(iii) of the Treasury Regulations), the Participant's right to the series of installment payments shall be treated as a right to a series of separate payments and not as a right to a single payment, and if the Award includes "dividend equivalents" (within the meaning of Section 1.409A-3(e) of the Treasury Regulations), the Participant's right to the dividend equivalents shall be treated separately from the right to other amounts under the Award. Notwithstanding the foregoing, the tax treatment of the benefits provided under the Plan or any Award Document is not warranted or guaranteed, and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Participant on account of non-compliance with Section 409A and 457A of the Code.

(b) Notwithstanding any provision of the Plan to the contrary or any Award Document, in the event the Committee determines that any Award may be subject to Section 409A or Section 457A of the Code, the Committee may adopt such amendments to the Plan and the applicable Award Document or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Committee determines are necessary or appropriate to (a) exempt the Award from Section 409A or Section 457A of the Code and/or preserve the intended tax treatment of the benefits provided with respect to the Award, or (b) comply with the requirements of Section 409A or Section 457A and thereby avoid the application of any adverse tax consequences under such Sections.

(c) Notwithstanding any provision of the Plan to the contrary or any Award Document, a termination of employment shall not be deemed to have occurred for purposes of any provision of an Award that is subject to Section 409A providing for payment upon or following a termination of a Participant's employment unless such termination is also a "separation from service" and, for purposes of any such provision of such Award, references to a "termination," "termination of employment" or like terms shall mean "separation from service."

Section 20. *Data Protection.* The Company holds and processes personal information provided by the Participant, such as name, account information, social security number, tax number and contact information, and uses the Participant's personal data within the Company's legitimate business purposes and as necessary for all purposes relating to the operation and performance of the Plan. These are:

- (i) administering and maintaining Participant records;
- (ii) providing the services described in the Plan;
- (iii) providing information to future purchasers or merger partners of the Company or any Affiliate, or the business in which the Participant works; and
- (iv) responding to public authorities, court orders and legal investigations, as applicable.

The Company may share the Participant's personal data with (i) Affiliates, (ii) trustees of any employee benefit trust, (iii) registrars, (iv) brokers, (v) third party administrators of the Plan or (vi) regulators and others, as required by law.

If necessary, the Company may transfer the Participant's personal data to any of the parties mentioned above in any country or territory that may not provide the same protection for the information as the Participant's home country. Any transfer of the Participant's personal data from the EU to a third country is subject to appropriate safeguards in the form of EU standard contractual clauses (according to decisions 2001/497/EC, 2004/915/EC, 2010/87/EU) or applicable derogations provided for under applicable law. Further information on those safeguards or derogations can be obtained through the contact listed below.

The Company will keep personal information for as long as necessary to operate the Plan or as necessary to comply with any legal or regulatory requirements.

The Participant has a right to (i) request access to and rectification or erasure of the personal data provided, (ii) request the restriction of the processing of his or her personal data, (iii) object to the processing of his or her personal data, (iv) receive the personal data provided to the Company and transmit such data to another party, and (v) to lodge a complaint with a supervisory authority.

Section 21. *Governing Law.* The Plan and each Award Document shall be governed by the laws of Delaware. The Company, its Affiliates and each Participant (by acceptance of an Award) irrevocably submit, in respect of any suit, action or proceeding related to the implementation or enforcement of the Plan, to the exclusive jurisdiction of the competent courts in Delaware.

Section 22. *Definitions.* As used in the Plan, the following terms shall have the meanings set forth below:

(a) "**Affiliate**" means (i) any entity that, directly or indirectly, is controlled by the Company, (ii) any entity in which the Company, directly or indirectly, has a significant equity interest, in each case as determined by the Committee, (iii) any entity that, directly or indirectly, controls the Company and (iv) any other entity which the Committee determines should be treated as an "Affiliate."

(b) “**Award**” means any Option, SAR, Restricted Stock, RSU, Performance Award, Other Share-Based Award or Other Cash-Based Award granted under the Plan.

(c) “**Award Document**” means any agreement, contract or other instrument or document, which may be in electronic format, evidencing any Award granted under the Plan, which may, but need not, be executed or acknowledged by a Participant.

(d) “**Beneficiary**” means a person entitled to receive payments or other benefits or exercise rights that are available under the Plan in the event of the Participant’s death. If no such person is named by a Participant, or if no Beneficiary designated by the Participant is eligible to receive payments or other benefits or exercise rights that are available under the Plan at the Participant’s death, such Participant’s Beneficiary shall be such Participant’s estate.

(e) “**Board**” means the board of directors of the Company.

(f) “**Cause**” means, with respect to any Participant, “cause” as defined in such Participant’s employment agreement with the Company, if any, or if not so defined, except as otherwise provided in such Participant’s Award Document, such Participant’s (i) dishonesty or other serious misconduct related to Participant’s performance of his or her employment duties, (ii) willful and continual failure (unless due to incapacity resulting from physical or mental illness) to perform the duties of employment after written demand for substantial performance is delivered by the Company specifically identifying the manner in which Participant has not substantially performed such duties or (iii) conviction of, plea of guilty to, or plea of nolo contendere to (x) a felony or (y) a misdemeanor involving moral turpitude, fraud or dishonesty.

(g) “**Change in Control**” means the occurrence of any one or more of the following events:

(i) a direct or indirect change in ownership or control of the Company effected through one transaction or a series of related transactions within a 12-month period, whereby any Person other than the Company, directly or indirectly acquires or maintains beneficial ownership of securities of the Company constituting more than 50% of the total combined voting power of the Company’s equity securities issued and outstanding immediately after such acquisition;

(ii) at any time during a period of 24 consecutive months, individuals who at the beginning of such period constituted the Board cease for any reason to constitute a majority of members of the Board; *provided, however*, that any new member of the Board whose election or nomination for election was approved by a vote of at least a majority of the directors then still in office who either were directors at the beginning of such period or whose election or nomination for election was so approved, shall be considered as though such individual were a member of the Board at the beginning of the period, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(iii) the consummation of a merger, amalgamation or consolidation of the Company or any of its Subsidiaries with any other corporation or entity, other than a merger, amalgamation or consolidation which would result in the voting securities of the Company issued and outstanding immediately prior to such merger, amalgamation or consolidation continuing to represent (either by remaining issued and outstanding or being converted into voting securities of the surviving entity or, if applicable, the ultimate parent thereof) at least 50% of the combined voting power and total Fair Market Value of the securities of the Company or such surviving entity or parent issued and outstanding immediately after such merger, amalgamation or consolidation; or

(iv) the consummation of any sale, lease, exchange or other transfer to any Person (other than an Affiliate of the Company), in one transaction or a series of related transactions within a 12-month period, of all or substantially all of the assets of the Company and its Subsidiaries.

Notwithstanding the foregoing or any provision of any Award Document to the contrary, for any Award to which Section 19 applies that provides for accelerated distribution on a Change in Control of amounts that constitute “deferred compensation” (as defined in Section 409A and 457A of the Code), if the event that constitutes such Change in Control does not also constitute a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the Company’s assets (in either case, as defined in Section 409A and 457A of the Code), such amount shall not be distributed on such Change in Control but instead shall vest as of the date of such Change in Control and shall be paid on the scheduled payment date specified in the applicable Award Document, except to the extent that earlier distribution would not result in the Participant who holds such Award incurring any additional tax, penalty, interest or other expense under Section 409A and 457A of the Code.

(h) “Code” means the Internal Revenue Code of 1986, as amended from time to time, and the rules, regulations and guidance thereunder. Any reference to a provision in the Code shall include any successor provision thereto.

(i) “**Committee**” means the Compensation Committee of the Board or such other committee as may be designated by the Board. If the Board does not designate the Committee, or, at the Board’s discretion with respect to any action, references herein to the “Committee” shall refer to the Board.

(j) “**Consultant**” means any individual, including an advisor, who is providing services to the Company or any of its Affiliates or who has accepted an offer of service or consultancy from the Company or any of its Affiliates.

(k) “**Director**” means a member of the Board.

(l) “**Disability**” shall mean, unless otherwise provided in an Award Document, that the Participant is (i) unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months or (ii) by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering employees of the Company; *provided*, that, if applicable to the Award, “Disability” shall be determined in a manner consistent with Section 409A of the Code.

(m) “**Employee**” means any individual, including any officer, employed by the Company or any of its Affiliates or any prospective employee or officer who has accepted an offer of employment from the Company or any of its Affiliates, with the status of employment determined based upon such factors as are deemed appropriate by the Committee in its discretion, subject to any requirements of the Code or applicable laws.

(n) “**Exchange Act**” means the Securities Exchange Act of 1934, as amended from time to time, and the rules, regulations and guidance thereunder. Any reference to a provision in the Exchange Act shall include any successor provision thereto.

(o) “**Fair Market Value**” means (i) with respect to a Share, the closing price of a Share on the date in question (or, if there is no reported sale on such date, on the last preceding date on which any reported sale occurred) on the principal stock market or exchange on which the Shares are quoted or traded, or if Shares are not so quoted or traded, the fair market value of a Share as determined by the Committee, and (ii) with respect to any property other than Shares, the fair market value of such property determined by such methods or procedures as shall be established from time to time by the Committee. In the case of grants made in connection with an initial public offering (“**IPO**”), Fair Market Value means the per share price initially offered for sale to the public in connection with the IPO.

Section 7. (p) “**Option**” means an option representing the right to acquire Shares from the Company, granted in accordance with the provisions of

(q) “**Other Cash-Based Award**” means an Award granted in accordance with the provisions of Section 11.

(r) “**Other Share-Based Award**” means an Award granted in accordance with the provisions of Section 10.

(s) “**Participant**” means the recipient of an Award granted under the Plan.

(t) “**Performance Award**” means an Award granted in accordance with the provisions of Section 9.

(u) “**Performance Period**” means the period established by the Committee at the time any Performance Award is granted or at any time thereafter during which any performance goals specified by the Committee with respect to such Award are measured.

(v) “**Person**” has the meaning ascribed to such term in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof, including a “group” as defined in Section 13(d) thereof.

(w) “**Replacement Award**” means an Award granted in assumption of, or in substitution for, an outstanding award previously granted by a company or business acquired by the Company or with which the Company, directly or indirectly, combines (whether by way of amalgamation, merger, sale and purchase of shares or other securities or otherwise).

(x) “**Restricted Stock**” means any Share subject to certain restrictions and forfeiture conditions, granted in accordance with the provisions of Section 5.

(y) “**Retirement**” means, with respect to any Participant, such Participant’s voluntary Termination of Service on or after the earliest to occur of: (i) the date on which such Participant attains age 62, (ii) the date on which such Participant attains age 55 and has completed 10 years of service with the Company or an Affiliate (or predecessor thereof) or (iii) such Participant’s age plus years of service with the Company or an Affiliate (or predecessor thereof) totals at least 70.

(z) “**RSU**” means a contractual right granted in accordance with the provisions of Section 6 that is denominated in Shares. Each RSU represents a right to receive the value of one Share. Awards of RSUs may include the right to receive dividend equivalents.

(aa) “**SAR**” means any right granted in accordance with the provisions of Section 8 to receive upon exercise by a Participant or settlement the excess of (i) the Fair Market Value of one Share on the date of exercise or settlement over (ii) the exercise price of the right on the date of grant, or if granted in connection with an Option, on the date of grant of the Option.

(bb) “**SEC**” means the Securities Exchange Commission.

(cc) “**Securities Act**” means the Securities Act of 1933, as amended from time to time, and the rules, regulations and guidance thereunder. Any reference to a provision in the Securities Act shall include any successor provision thereto.

(dd) “**Shares**” means common shares of the Company.

(ee) “**Termination of Service**” means:

(i) in the case of a Participant who is an Employee of the Company or an Affiliate, cessation of the employment relationship such that the Participant is no longer an Employee of the Company or an Affiliate;

(ii) in the case of a Participant who is a Director, the date that the Participant ceases to be a member of the Board for any reason; or

(iii) in the case of a Participant who is a Consultant or other advisor, the effective date of the cessation of the performance of services for the Company or any of its Affiliates;

provided, however, that in the case of an Employee, the transfer of employment from the Company to an Affiliate, from an Affiliate to the Company, from one Affiliate to another Affiliate or, unless the Committee determines otherwise, the cessation of Employee status but the continuation of the performance of services for the Company or an Affiliate as a member of the Board or a Consultant or other advisor shall not be deemed a cessation of service that would constitute a Termination of Service; and *provided further* that a Termination of Service will be deemed to occur for a Participant employed by an Affiliate when an Affiliate ceases to be an Affiliate, unless such Participant’s employment continues with the Company or another Affiliate.

**REYNOLDS CONSUMER PRODUCTS INC.
2019 EQUITY INCENTIVE PLAN**

NOTICE OF RESTRICTED STOCK UNIT AWARD

[DATE]

Reynolds Consumer Products Inc., a Delaware corporation (the “**Company**”), has granted the Participant, effective as of the Grant Date (as set forth below), a Restricted Stock Unit Award (the “**Award**”) under the Reynolds Consumer Products Inc. 2019 Equity Incentive Plan (as amended from time to time, the “**Plan**”). The Award is subject to the terms and conditions set forth in this award grant letter (this “**Grant Letter**”), the Restricted Stock Unit award agreement attached hereto as Exhibit A (and all exhibits and appendices thereto) (the “**Award Agreement**” and, together with this Grant Letter, this “**Agreement**”).

Unless otherwise defined in this Agreement, capitalized terms shall have the meanings assigned to them in the Plan. In the event of a conflict among the provisions of the Plan, this Agreement and any descriptive materials provided to the Participant, the provisions of the Plan will prevail.

AWARD TERMS

Participant: [●]

Number Restricted Stock Units: [●]

Grant Date: [●] (the “**Grant Date**”)

Vesting: Subject to the terms and conditions of the Award Agreement, the Restricted Stock Units shall vest ratably on each of the first three anniversaries of the Grant Date (each, a “**Vesting Date**”, and each such one-year period, a “**Vesting Period**”); *provided* that the Participant does not experience a Termination of Service at any time prior to the applicable Vesting Date.

Please review this Agreement and let us know if you have any questions about this Agreement, the Award or the Plan. You are advised to consult with your own tax advisors in respect of any tax consequences arising in connection with this Award.

If you have questions please contact [●], the Company’s [●] via email at [●]. Otherwise, please provide your signature, address and the date for this Agreement where indicated below.

**REYNOLDS CONSUMER PRODUCTS INC.
2019 EQUITY INCENTIVE PLAN**

RESTRICTED STOCK UNIT AWARD AGREEMENT

This Restricted Stock Unit Award Agreement (together with all exhibits and appendices hereto, this “**Award Agreement**”), dated as of the date of the Grant Letter, is by and between the Company, and the individual listed in the Grant Letter as the Participant.

WHEREAS, the Company hereby grants the Award to the Participant under the Plan, and the Participant hereby accepts the Award, in each case, subject to the terms and conditions of the Plan and this Agreement; and

WHEREAS, by accepting the Award and entering into this Agreement, the Participant acknowledges having received and read a copy of the Plan and agrees to comply with it, this Agreement and all applicable laws and regulations.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the parties hereto agree as follows.

1. *Grant of Award.* The Company hereby grants to the Participant on the Grant Date the aggregate number of restricted stock units (“**RSUs**”) as set forth in the Grant Letter, subject to the terms and conditions of the Plan and this Agreement. This Award is granted under the Plan, the provisions of which are incorporated herein by reference and made a part of this Agreement.

2. *Issuance of RSUs.* Each RSU shall represent the right to receive one Share upon the vesting of such RSU, as determined in accordance with and subject to the terms of this Agreement and the Plan.

3. *Terms and Conditions.* It is understood and agreed that the Award evidenced hereby is subject to the following terms and conditions:

(a) *Vesting of Award.* Subject to Sections 4, 5, 6 and 11, the Award shall vest and become non-forfeitable in accordance with the vesting schedule set forth in the Grant Letter.

(b) *Voting Rights.* The Participant shall have no voting rights or any other rights as a shareholder of the Company with respect to the RSUs unless and until the Participant becomes the record owner of the Shares, including Dividend Shares (as defined below) to the extent applicable, underlying such RSUs.

(c) *Dividend Shares*. If a dividend is paid on Shares during the period commencing on the Grant Date and ending on the date on which the Shares underlying the RSUs are distributed to the Participant pursuant to Section 3(d), the Participant shall be eligible to receive an amount equal to the dividend that the Participant would have received had the Shares underlying the RSUs been distributed to the Participant immediately prior to the record date with respect to such dividend payment, with such amount reinvested in Shares; *provided, however*, that no such amount shall be payable with respect to any RSUs that are forfeited. Such amount shall be paid to the Participant on the date on which the Shares underlying the RSUs are distributed to the Participant in the same form (cash, Shares or other property) in which such dividend is paid to holders of Shares generally. Any Shares that the Participant is eligible to receive pursuant to this Section 3(c) are referred to herein as “**Dividend Shares**.”

(d) *Distribution on Vesting*. Subject to the provisions of this Agreement, upon the vesting of any of the RSUs, the Company shall deliver to the Participant, as soon as reasonably practicable after the applicable Vesting Date (or the date of the Participant’s Termination of Service, as applicable), one Share for each such RSU and the number of Dividend Shares (as determined in accordance with Section 3(c)); *provided* that such delivery of Shares shall be made no later than March 15 of the calendar year immediately following the year in which the applicable Vesting Date (or the date of the Participant’s Termination of Service, as applicable) occurs. Upon such delivery, such Shares (including Dividend Shares) shall be fully assignable, alienable, saleable and transferrable by the Participant; *provided* that any such assignment, alienation, sale, transfer or other alienation with respect to such Shares shall be in accordance with applicable securities laws and any applicable Company policy.

(e) *Adjustment in Capitalization*. In the event that, as a result of any dividend (other than ordinary cash dividends) or other distribution (whether in the form of cash, Shares or other securities), recapitalization, share split (share subdivision), reverse share split (share consolidation), reorganization, merger, amalgamation, consolidation, split-up, spin-off, combination, repurchase or exchange of Shares or other securities of the Company, issuance of warrants or other rights to acquire Shares or other securities of the Company, issuance of Shares pursuant to the anti-dilution provisions of securities of the Company, or other similar corporate transaction or event affecting the Shares, or of changes in applicable laws, regulations or accounting principles, an adjustment is necessary in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or this Agreement, then the Committee shall adjust the terms of this Agreement and this Award, to the extent necessary, in its sole discretion. In no event shall the Committee adjust the terms of this Agreement or the RSUs in a manner which would cause the RSUs to be subject to the provisions of Section 409A or 457A of the Code.

(f) *Restrictions on Transferability*. Except as may be permitted by the Committee, neither this Award nor any right under this Award shall be assignable, alienable, saleable or transferable by the Participant otherwise than by will or pursuant to the laws of descent and distribution or to a designated Beneficiary.

This provision shall not apply to any portion of this Award for which Shares have been fully distributed and shall not preclude forfeiture of any portion of this Award in accordance with the terms herein.

(g) *No Right to Continued Service.* The grant of an Award shall not be construed as giving the Participant the right to be retained in the employ of, or to continue to provide services to, the Company or any of its Affiliates. The receipt of any Award under the Plan is not intended to confer any rights on the receiving Participant except as set forth in the applicable Agreement.

(h) *No Right to Future Awards.* Any Award granted under the Plan shall be a one-time Award that does not constitute a promise of future grants. The Company, in its sole discretion, maintains the right to make available future grants under the Plan.

4. *Termination of Service.* Except as otherwise provided in Section 5, in the event of the Participant's Termination of Service for any reason, prior to the date on which the Award otherwise becomes vested, the unvested portion of the Award shall immediately be forfeited by the Participant and become the property of the Company, without any payment or consideration being due to the Participant.

5. *Vesting Acceleration Upon Termination due to Death or Retirement.* Notwithstanding the foregoing and any other provisions of the Plan to the contrary, in the event of the Participant's Termination of Service due to the Participant's death or Retirement, a pro rata portion of the Award with respect to the Applicable Vesting Period will vest following such Termination of Service based on a fraction, the numerator of which is the number of full calendar months the Participant has been employed in the applicable Vesting Period through the date of termination, and the denominator of which is 12; *provided* that the Participant has been employed by the Company for at least twelve (12) months following the Grant Date. The RSUs shall be distributed to the Participant pursuant to Section 3(d).

6. *Change in Control.* Notwithstanding any provision of this Agreement to the contrary, subject to the Participant's execution and non-revocation of a customary release of claims in favor of the Company and its Affiliates, in the event of a Change in Control, any unvested RSUs shall immediately become fully vested and non forfeitable and the RSUs shall be distributed to the Participant pursuant to Section 3(d).

7. *Tax Liability; Withholding Requirements.*

(a) The Participant shall be solely responsible for any applicable taxes (including, without limitation, income and excise taxes) and penalties, and any interest that accrues thereon, that the Participant incurs in connection with the receipt, vesting or distribution of any RSU granted hereunder.

(b) To the extent authorized by the Committee, the Company may withhold any tax (or other governmental obligation) that becomes due with respect to the RSUs (or any dividend distribution thereon) and take such action as it deems appropriate to ensure that all applicable withholding, income or other taxes, which are the sole and absolute responsibility of the Participant, are withheld or collected from the Participant and, unless otherwise determined by the Committee, to the extent such withholding would not result in liability classification of any portion of the Award pursuant to FASB ASC Subtopic 718-10. The Participant shall make arrangements satisfactory to the Company to enable the Company to satisfy all such withholding requirements. Notwithstanding the foregoing, the Committee may, in its sole discretion, permit the Participant to satisfy any such withholding requirement by transferring to the Company pursuant to such procedures as the Committee may require, effective as of the date on which such requirement arises, a number of vested Shares owned and designated by the Participant having an aggregate Fair Market Value as of such date that is at least equal to the minimum, and not more than the maximum, amount required to be withheld (including by authorizing the Company to withhold Shares that would otherwise be issuable or deliverable to the Participant as a result of the vesting of the Award), to the extent such withholding would not result in liability classification of any portion of the Award pursuant to FASB ASC Subtopic 718-10. If the Committee permits the Participant to satisfy any such withholding requirement pursuant to the preceding sentence, the Company shall remit to the Internal Revenue Service and appropriate state and local revenue agencies, for the credit of the Participant, an amount of cash withholding equal to the Fair Market Value of the Shares transferred to the Company as provided above.

8. *Not Salary, Pensionable Earnings or Base Pay.* The Participant acknowledges that the Award shall not be included in or deemed to be a part of (a) salary, normal salary or other ordinary compensation, (b) any definition of pensionable or other earnings (however defined) for the purpose of calculating any benefits payable to or on behalf of the Participant under any pension, retirement, termination or dismissal indemnity, severance benefit, retirement indemnity or other benefit arrangement of the Company or any Subsidiary or (c) any calculation of base pay or regular pay for any purpose.

9. *Whistleblower Protection.* The Participant has the right under federal law to certain protections for cooperating with or reporting legal violations to the SEC or its Office of the Whistleblower, as well as certain other governmental entities and self-regulatory organizations. As such, nothing in this Agreement or otherwise is intended to prohibit the Participant from disclosing this Agreement to, or from cooperating with or reporting violations to, the SEC or any such governmental entity or self-regulatory organization, and the Participant may do so without notifying the Company. The Company may not retaliate against the Participant for any of these activities, and nothing in this Agreement or otherwise requires the Participant to waive any monetary award or other payment that the Participant might become entitled to from the SEC or any such governmental entity or self-regulatory organization.

10. *Restrictive Covenants*. The Company's obligations under this Agreement is conditioned on the Participant signing a Restrictive Covenant Agreement in the form of Schedule A (the "**Restrictive Covenant Agreement**").

11. *Recoupment/Clawback*. This Award (including any amounts or benefits arising from this Award) shall be subject to recoupment or "clawback" as may be required by applicable law, stock exchange rules or by any applicable Company policy or arrangement the Company has in place from time to time.

12. *Release*. In consideration of the grant of this Award, and as a condition for the Participant's eligibility to receive this Award, the Participant agrees that Participant shall have no further rights or interests in respect of any awards previously granted to the Participant by the Company or any of its Subsidiaries under any equity based plan, program or arrangement, and the Participant agrees that Participant fully and forever waives, releases and discharges the Company, its Subsidiaries and their respective affiliates, successors and assigns, from any and all claims relating to such awards under any such plans, programs or arrangements.

13. *References*. References herein to rights and obligations of the Participant shall apply, where appropriate, to the Participant's legal representative or estate without regard to whether specific reference to such legal representative or estate is contained in a particular provision of this Agreement.

14. *Miscellaneous*.

(a) *Notices*. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when delivered personally or by courier, or sent by certified or registered mail, postage prepaid, return receipt requested, duly addressed to the party concerned at the address indicated below or to such changed address as such party may subsequently by similar process give notice of:

If to the Company:

Reynolds Consumer Products Inc.
1900 W. Field Court
Lake Forest, Illinois 60045
Attention: [●]
Email: [●]

If to the Participant:

At the Participant's most recent address shown on the signature page of this Award Agreement, or at any other address which the Participant may specify in a notice delivered to the Company in the manner set forth herein.

(b) *Entire Agreement.* This Agreement, the Plan and any other agreements, schedules, exhibits and other documents referred to herein or therein constitute the entire agreement and understanding between the parties in respect of the subject matter hereof and supersede all prior and contemporaneous arrangements, agreements and understandings, both oral and written, whether in term sheets, presentations or otherwise, between the parties with respect to the subject matter hereof, *provided* that the restrictions set forth in this Agreement are in addition to, not in lieu of, any other obligation and/or restriction that the Participant may have with respect to the Company or any of its Affiliates, whether by operation of law, contract, or otherwise, including, without limitation, any non-solicitation obligations contained in an employment agreement, consulting agreement or other similar agreement entered into by and between the Participant and the Company or one of its Affiliates, which shall survive the termination of any such agreements, and be enforceable independently of such other agreements.

(c) *Sections 409A and 457A of the Code.* For the avoidance of doubt, to the extent that this Award is subject to Section 409A and/or Section 457A of the Code, the Award is intended to comply with the requirements of Sections 409A and 457A of the Code, and the provisions of the Award shall be interpreted in a manner that satisfies the requirements of Sections 409A and 457A of the Code. Section 19 of the Plan is hereby incorporated by reference.

(d) *Severability.* If any provision of this Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction, or would disqualify the Plan or this Agreement under any law deemed applicable by the Board, such provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Board, materially altering the intent of this Agreement, such provision shall be stricken as to such jurisdiction, and the remainder of this Agreement shall remain in full force and effect.

(e) *Amendment; Waiver.* No amendment or modification of any provision of this Agreement that has a material adverse effect on the Participant shall be effective unless signed in writing by or on behalf of the Company and the Participant; *provided* that the Company may amend or modify this Agreement without the Participant's consent in accordance with the provisions of the Plan or as otherwise set forth in this Agreement. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature. Any amendment or modification of or to any provision of this Agreement, or any waiver of any provision of this Agreement, shall be effective only in the specific instance and for the specific purpose for which made or given.

(f) *Assignment.* Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by the Participant.

(g) *Successors and Assigns; No Third-Party Beneficiaries.* This Agreement shall inure to the benefit of and be binding upon the Company and the Participant and their respective heirs, successors, legal representatives and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any Person other than the Company and the Participant, and their respective heirs, successors, legal representatives and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

(h) *Governing Law; Waiver of Jury Trial.* This Agreement shall be governed by the laws of the State of Delaware, without application of the conflicts of law principles thereof. TO THE EXTENT ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY IS NOT GOVERNED BY THE ARBITRATION AGREEMENT, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH LEGAL PROCEEDING.

(i) *Dispute Resolution.* Any dispute or claim arising out of, under or in connection with the Plan or any Award Agreement shall be submitted to arbitration in Delaware and shall be conducted in accordance with the rules of, but not necessarily under the auspices of, the American Arbitration Association (“AAA”) rules in force when the notice of arbitration is submitted. The arbitration shall be conducted before an arbitration tribunal comprised of one individual, mutually selected by the Company and the Participant, such selection to be made within 30 calendar days after notice of arbitration has been given. In the event the parties are unable to agree in such time, AAA will provide a list of three available arbitrators and an arbitrator will be selected from such three-member panel provided by AAA by the parties alternately striking out one name of a potential arbitrator until only one name remains. The party entitled to strike an arbitrator first shall be selected by a toss of a coin. The Participant and the Company agree that such arbitration will be confidential and no details, descriptions, settlements or other facts concerning such arbitration shall be disclosed or released to any third party without the specific written consent of the other party, unless required by law or court order or in connection with enforcement of any decision in such arbitration. Any damages awarded in such arbitration shall be limited to the contract measure of damages, and shall not include punitive damages.

(j) *Participant Undertaking; Acceptance.* The Participant agrees to take whatever additional action and execute whatever additional documents the Company may deem necessary or advisable to carry out or give effect to any of the obligations or restrictions imposed on either the Participant or the Award pursuant to this Agreement. The Participant acknowledges receipt of a copy of the Plan and this Agreement and understands that material definitions and provisions concerning the Award and the Participant’s rights and obligations with respect thereto are set forth in the Plan. The Participant has read carefully, and understands, the provisions of this Agreement and the Plan.

(k) *Captions*. Captions provided herein are for convenience only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Award Agreement.

(l) *Counterparts*. This Agreement may be executed in two counterparts, each of which shall constitute one and the same instrument.

[*Signature Page Follows*]

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

REYNOLDS CONSUMER PRODUCTS INC.

By: _____
Name:
Title:

AGREED AND ACCEPTED:

PARTICIPANT

By: _____
Name:

Address:

**REYNOLDS CONSUMER PRODUCTS INC.
2019 EQUITY INCENTIVE PLAN**

NOTICE OF RESTRICTED STOCK AWARD

[DATE]

Reynolds Consumer Products Inc., a Delaware corporation (the “**Company**”), has granted the Participant, effective as of the Grant Date (as set forth below), a Restricted Stock Award (the “**Award**”) under the Reynolds Consumer Products Inc. 2019 Equity Incentive Plan (as amended from time to time, the “**Plan**”). The Award is subject to the terms and conditions set forth in this award grant letter (this “**Grant Letter**”), the Restricted Stock award agreement attached hereto as Exhibit A (and all exhibits and appendices thereto) (the “**Award Agreement**” and, together with this Grant Letter, this “**Agreement**”).

Unless otherwise defined in this Agreement, capitalized terms shall have the meanings assigned to them in the Plan. In the event of a conflict among the provisions of the Plan, this Agreement and any descriptive materials provided to the Participant, the provisions of the Plan will prevail.

AWARD TERMS

Participant: [●]

Shares Subject to Award: [●] Shares

Grant Date: [●] (the “**Grant Date**”)

Vesting: Subject to the terms and conditions of the Award Agreement, the Shares subject to the Award shall vest ratably on each of the first three anniversaries of the Grant Date (each, a “**Vesting Date**”, and each such one-year period, a “**Vesting Period**”); *provided* that the Participant does not experience a Termination of Service at any time prior to the applicable Vesting Date.

Please review this Agreement and let us know if you have any questions about this Agreement, the Award or the Plan. You are advised to consult with your own tax advisors in respect of any tax consequences arising in connection with this Award.

If you have questions please contact [●], the Company’s [●] via email at [●]. Otherwise, please provide your signature, address and the date for this Agreement where indicated below.

**REYNOLDS CONSUMER PRODUCTS INC.
2019 EQUITY INCENTIVE PLAN**

RESTRICTED STOCK AWARD AGREEMENT

This Restricted Stock Award Agreement (together with all exhibits and appendices hereto, this “**Award Agreement**”), dated as of the date of the Grant Letter, is by and between the Company, and the individual listed in the Grant Letter as the Participant.

WHEREAS, the Company hereby grants the Award to the Participant under the Plan, and the Participant hereby accepts the Award, in each case, subject to the terms and conditions of the Plan and this Agreement; and

WHEREAS, by accepting the Award and entering into this Agreement, the Participant acknowledges having received and read a copy of the Plan and agrees to comply with it, this Agreement and all applicable laws and regulations.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the parties hereto agree as follows.

1. *Grant of Restricted Stock Award.* The Company hereby grants to the Participant on the Grant Date the aggregate number of Shares of Restricted Stock as set forth in the Grant Letter, subject to the terms and conditions of the Plan and this Agreement. This Award is granted under the Plan, the provisions of which are incorporated herein by reference and made a part of this Agreement.

2. *Terms and Conditions.* It is understood and agreed that the Award evidenced hereby is subject to the following terms and conditions:

(a) *Vesting of Award.* Subject to Sections 3, 4, 5 and 11, the Award shall vest and become non-forfeitable in accordance with the vesting schedule set forth in the Grant Letter.

(b) *Voting Rights.* The Participant shall have voting rights with respect to the Shares of Restricted Stock.

(c) *Dividends.* If a dividend is paid on Shares during the period commencing on the Grant Date and ending on the date on which the Restricted Stock has vested, the Participant shall be eligible to receive an amount equal to the dividend that the Participant would have received with respect to such dividend payment, with such amount reinvested in Shares; *provided, however*, that no such amount shall be payable with respect to any Restricted Stock that is forfeited. Such amount shall be paid to the Participant on the date on which the Restricted Stock is vested in the same form (cash, Shares or other property) in which such dividend is paid to holders of Shares generally.

(d) *Book-Entry*. The Shares of Restricted Stock shall be evidenced by book-entry into the register of the Company; *provided, however*, that the Committee may determine that the Shares of Restricted Stock shall be evidenced in such other manner as it deems appropriate, including the issuance of a share certificate or certificates. In the event that any share certificate is issued in respect of the Shares of Restricted Stock, such certificate shall (i) be registered in the name of the Participant, (ii) bear an appropriate legend referring to the terms, conditions and restrictions applicable to the Shares of Restricted Stock and (iii) be held in custody by the Company.

(e) *Adjustment in Capitalization*. In the event that, as a result of any dividend (other than ordinary cash dividends) or other distribution (whether in the form of cash, Shares or other securities), recapitalization, share split (share subdivision), reverse share split (share consolidation), reorganization, merger, amalgamation, consolidation, split-up, spin-off, combination, repurchase or exchange of Shares or other securities of the Company, issuance of warrants or other rights to acquire Shares or other securities of the Company, issuance of Shares pursuant to the anti-dilution provisions of securities of the Company, or other similar corporate transaction or event affecting the Shares, or of changes in applicable laws, regulations or accounting principles, an adjustment is necessary in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or this Agreement, then the Committee shall adjust the terms of this Agreement and this Award, to the extent necessary, in its sole discretion.

(f) *Section 83(b) Election*. The Participant may make an election under Section 83(b) of the Code with respect to the Shares of Restricted Stock, which such election must be made within thirty (30) days after the Grant Date. If the Participant elects to make such election under Section 83(b) of the Code, the Participant shall provide the Company with a copy of an executed version and satisfactory evidence of the filing of such election with the Internal Revenue Service. The Participant agrees to assume full responsibility for (i) ensuring that the Section 83(b) election is actually and timely filed with the Internal Revenue Service and (ii) all tax consequences resulting from such election. The Participant should consult his or her tax advisor regarding the consequences of a Section 83(b) election, as well as the receipt, vesting, holding and sale of the Shares of Restricted Stock.

(g) *Restrictions on Transferability*. Except as may be permitted by the Committee, unless and until the Shares of Restricted Stock become vested and non-forfeitable in accordance with this Agreement, the Shares of Restricted Stock shall not be assignable, alienable, saleable or transferable by the Participant other than by will or the applicable law of descent and distribution or to a designated Beneficiary.

(h) *No Right to Continued Service.* The grant of an Award shall not be construed as giving the Participant the right to be retained in the employ of, or to continue to provide services to, the Company or any of its Affiliates. The receipt of any Award under the Plan is not intended to confer any rights on the receiving Participant except as set forth in the applicable Agreement.

(i) *No Right to Future Awards.* Any Award granted under the Plan shall be a one-time Award that does not constitute a promise of future grants. The Company, in its sole discretion, maintains the right to make available future grants under the Plan.

3. *Termination of Service.* Except as otherwise provided in Section 4, in the event of the Participant's Termination of Service for any reason, any Shares of Restricted Stock that are unvested as of the date of such Termination of Service shall be immediately forfeited and cancelled in their entirety upon such Termination of Service, without any payment or consideration being due to the Participant.

4. *Vesting Acceleration Upon Termination due to Death or Retirement.* Notwithstanding the foregoing and any other provisions of the Plan to the contrary, in the event of the Participant's Termination of Service due to the Participant's death or Retirement, a pro rata portion of the Award with respect to the applicable Vesting Period will vest following such Termination of Service based on a fraction, the numerator of which is the number of full calendar months the Participant has been employed in the applicable Vesting Period through the date of termination, and the denominator of which is 12; *provided* that the Participant has been employed by the Company for at least twelve (12) months following the Grant Date.

5. *Change in Control.* Notwithstanding any provision of this Agreement to the contrary, subject to the Participant's execution and non-revocation of a customary release of claims in favor of the Company and its Affiliates, in the event of a Change in Control, any unvested Shares of Restricted Stock shall immediately become fully vested and non-forfeitable.

6. *Settlement of Shares.* Subject to the provisions of this Agreement, upon the vesting of any of the Shares of Restricted Stock, (i) the restrictions under this Award Agreement with respect to such Shares, as well as any dividends or other distributions accumulated pursuant to Section 2(c), shall lapse, and such Shares shall be fully assignable, saleable and transferable by the Participant (*provided* that any such assignment, alienation, sale, transfer or other alienation with respect to such Shares shall be in accordance with applicable securities laws and any applicable Company policy), and (ii) the Company shall deliver such Shares to the Participant, as soon as reasonably practicable after such vesting date, by delivery of a share certificate registered in the Participant's name and such transfer shall be evidenced in the register of members of the Company.

7. *Tax Liability; Withholding Requirements.*

(a) The Participant shall be solely responsible for any applicable taxes (including, without limitation, income and excise taxes) and penalties, and any interest that accrues thereon, that the Participant incurs in connection with the receipt and vesting of any Shares of Restricted Stock granted hereunder.

(b) To the extent authorized by the Committee, the Company may withhold any tax (or other governmental obligation) that becomes due with respect to the Shares of Restricted Stock and take such action as it deems appropriate to ensure that all applicable withholding, income or other taxes, which are the sole and absolute responsibility of the Participant, are withheld or collected from the Participant and, unless otherwise determined by the Committee, to the extent such withholding would not result in liability classification of any portion of the Award pursuant to FASB ASC Subtopic 718-10. The Participant shall make arrangements satisfactory to the Company to enable the Company to satisfy all such withholding requirements. Notwithstanding the foregoing, the Committee may, in its sole discretion, permit the Participant to satisfy any such withholding requirement by transferring to the Company pursuant to such procedures as the Committee may require, effective as of the date on which such requirement arises, a number of vested Shares owned and designated by the Participant having an aggregate Fair Market Value as of such date that is at least equal to the minimum, and not more than the maximum, amount required to be withheld (including by authorizing the Company to withhold Shares that would otherwise be issuable or deliverable to the Participant as a result of the vesting of the Award), to the extent such withholding would not result in liability classification of any portion of the Award pursuant to FASB ASC Subtopic 718-10. If the Committee permits the Participant to satisfy any such withholding requirement pursuant to the preceding sentence, the Company shall remit to the Internal Revenue Service and appropriate state and local revenue agencies, for the credit of the Participant, an amount of cash withholding equal to the Fair Market Value of the Shares transferred to the Company as provided above.

8. *Not Salary, Pensionable Earnings or Base Pay.* The Participant acknowledges that the Award shall not be included in or deemed to be a part of (a) salary, normal salary or other ordinary compensation, (b) any definition of pensionable or other earnings (however defined) for the purpose of calculating any benefits payable to or on behalf of the Participant under any pension, retirement, termination or dismissal indemnity, severance benefit, retirement indemnity or other benefit arrangement of the Company or any Subsidiary or (c) any calculation of base pay or regular pay for any purpose.

9. *Whistleblower Protection.* The Participant has the right under federal law to certain protections for cooperating with or reporting legal violations to the SEC or its Office of the Whistleblower, as well as certain other governmental entities and self-regulatory organizations. As such, nothing in this Agreement or otherwise is intended to prohibit the Participant from disclosing this Agreement to, or from cooperating with or reporting violations to, the SEC or any such governmental entity or self-regulatory

organization, and the Participant may do so without notifying the Company. The Company may not retaliate against the Participant for any of these activities, and nothing in this Agreement or otherwise requires the Participant to waive any monetary award or other payment that the Participant might become entitled to from the SEC or any such governmental entity or self-regulatory organization.

10. *Restrictive Covenants.* The Company's obligations under this Agreement is conditioned on the Participant signing a Restrictive Covenant Agreement in the form of Schedule A (the "**Restrictive Covenant Agreement**").

11. *Recoupment/Clawback.* This Award (including any amounts or benefits arising from this Award) shall be subject to recoupment or "clawback" as may be required by applicable law, stock exchange rules or by any applicable Company policy or arrangement the Company has in place from time to time.

12. *Release.* In consideration of the grant of this Award, and as a condition for the Participant's eligibility to receive this Award, the Participant agrees that Participant shall have no further rights or interests in respect of any awards previously granted to the Participant by the Company or any of its Subsidiaries under any equity based plan, program or arrangement, and the Participant agrees that Participant fully and forever waives, releases and discharges the Company, its Subsidiaries and their respective affiliates, successors and assigns, from any and all claims relating to such awards under any such plans, programs or arrangements.

13. *References.* References herein to rights and obligations of the Participant shall apply, where appropriate, to the Participant's legal representative or estate without regard to whether specific reference to such legal representative or estate is contained in a particular provision of this Agreement.

14. *Miscellaneous.*

(a) *Notices.* Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when delivered personally or by courier, or sent by certified or registered mail, postage prepaid, return receipt requested, duly addressed to the party concerned at the address indicated below or to such changed address as such party may subsequently by similar process give notice of:

If to the Company:

Reynolds Consumer Products Inc.
1900 W. Field Court
Lake Forest, Illinois 60045
Attention: [●]
Email: [●]

If to the Participant:

At the Participant's most recent address shown on the signature page of this Award Agreement, or at any other address which the Participant may specify in a notice delivered to the Company in the manner set forth herein.

(b) *Entire Agreement.* This Agreement, the Plan and any other agreements, schedules, exhibits and other documents referred to herein or therein constitute the entire agreement and understanding between the parties in respect of the subject matter hereof and supersede all prior and contemporaneous arrangements, agreements and understandings, both oral and written, whether in term sheets, presentations or otherwise, between the parties with respect to the subject matter hereof, *provided* that the restrictions set forth in this Agreement are in addition to, not in lieu of, any other obligation and/or restriction that the Participant may have with respect to the Company or any of its Affiliates, whether by operation of law, contract, or otherwise, including, without limitation, any non-solicitation obligations contained in an employment agreement, consulting agreement or other similar agreement entered into by and between the Participant and the Company or one of its Affiliates, which shall survive the termination of any such agreements, and be enforceable independently of such other agreements.

(c) *Severability.* If any provision of this Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction, or would disqualify the Plan or this Agreement under any law deemed applicable by the Board, such provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Board, materially altering the intent of this Agreement, such provision shall be stricken as to such jurisdiction, and the remainder of this Agreement shall remain in full force and effect.

(d) *Amendment; Waiver.* No amendment or modification of any provision of this Agreement that has a material adverse effect on the Participant shall be effective unless signed in writing by or on behalf of the Company and the Participant; *provided* that the Company may amend or modify this Agreement without the Participant's consent in accordance with the provisions of the Plan or as otherwise set forth in this Agreement. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature. Any amendment or modification of or to any provision of this Agreement, or any waiver of any provision of this Agreement, shall be effective only in the specific instance and for the specific purpose for which made or given.

(e) *Assignment.* Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by the Participant.

(f) *Successors and Assigns; No Third-Party Beneficiaries.* This Agreement shall inure to the benefit of and be binding upon the Company and the Participant and their respective heirs, successors, legal representatives and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any Person other than the Company and the Participant, and their respective heirs, successors, legal representatives and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

(g) *Governing Law; Waiver of Jury Trial.* This Agreement shall be governed by the laws of the State of Delaware, without application of the conflicts of law principles thereof. TO THE EXTENT ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY IS NOT GOVERNED BY THE ARBITRATION AGREEMENT, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH LEGAL PROCEEDING.

(h) *Dispute Resolution.* Any dispute or claim arising out of, under or in connection with the Plan or any Award Agreement shall be submitted to arbitration in Delaware and shall be conducted in accordance with the rules of, but not necessarily under the auspices of, the American Arbitration Association (“AAA”) rules in force when the notice of arbitration is submitted. The arbitration shall be conducted before an arbitration tribunal comprised of one individual, mutually selected by the Company and the Participant, such selection to be made within 30 calendar days after notice of arbitration has been given. In the event the parties are unable to agree in such time, AAA will provide a list of three available arbitrators and an arbitrator will be selected from such three-member panel provided by AAA by the parties alternately striking out one name of a potential arbitrator until only one name remains. The party entitled to strike an arbitrator first shall be selected by a toss of a coin. The Participant and the Company agree that such arbitration will be confidential and no details, descriptions, settlements or other facts concerning such arbitration shall be disclosed or released to any third party without the specific written consent of the other party, unless required by law or court order or in connection with enforcement of any decision in such arbitration. Any damages awarded in such arbitration shall be limited to the contract measure of damages, and shall not include punitive damages.

(i) *Participant Undertaking; Acceptance.* The Participant agrees to take whatever additional action and execute whatever additional documents the Company may deem necessary or advisable to carry out or give effect to any of the obligations or restrictions imposed on either the Participant or the Award pursuant to this Agreement. The Participant acknowledges receipt of a copy of the Plan and this Agreement and understands that material definitions and provisions concerning the Award and the Participant’s rights and obligations with respect thereto are set forth in the Plan. The Participant has read carefully, and understands, the provisions of this Agreement and the Plan.

(j) *Captions*. Captions provided herein are for convenience only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Award Agreement.

(k) *Counterparts*. This Agreement may be executed in two counterparts, each of which shall constitute one and the same instrument.

[*Signature Page Follows*]

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

REYNOLDS CONSUMER PRODUCTS INC.

By: _____
Name:
Title:

AGREED AND ACCEPTED:

PARTICIPANT

By: _____
Name:

Address

[Signature Page to RSA Award Agreement]

REYNOLDS CONSUMER PRODUCTS INC.

2019 EQUITY INCENTIVE PLAN

NOTICE OF PERFORMANCE SHARE UNIT AWARD

[DATE]

Reynolds Consumer Products Inc., a Delaware corporation (the “**Company**”), has granted the Participant, effective as of the Grant Date (as set forth below), a Performance Share Unit Award (the “**Award**”) under the Reynolds Consumer Products Inc. 2019 Equity Incentive Plan (as amended from time to time, the “**Plan**”). The Award is subject to the terms and conditions set forth in this award grant letter (this “**Grant Letter**”), the Performance Share Unit award agreement attached hereto as Exhibit A (and all exhibits and appendices thereto) (the “**Award Agreement**” and, together with this Grant Letter, this “**Agreement**”).

Unless otherwise defined in this Agreement, capitalized terms shall have the meanings assigned to them in the Plan. In the event of a conflict among the provisions of the Plan, this Agreement and any descriptive materials provided to the Participant, the provisions of the Plan will prevail.

AWARD TERMS

Participant:	[●]
Target Number of Performance Share Units:	[●] is the target number of performance share units (the “ PSUs ”) granted under this Award. PSUs shall be settled in Shares at a range from zero percent (0%) to [●] percent ([●]%) of target based on the achieved results against the Performance Condition set forth on Attachment A to the Award Agreement; <i>provided, however</i> , that no settlement shall occur unless both (i) Participant does not experience a Termination of Service at any time prior to the applicable Vesting Date and (ii) the minimum Performance Condition (as such term is defined below) is satisfied. Each PSU shall correspond to a single Share.
Grant Date:	[●] (the “ Grant Date ”)
Performance Period:	The Performance Period shall be three (3) years from the Grant Date.
Performance Condition:	The Award shall be subject to satisfaction of the Performance Condition as set forth on Attachment A to the Award Agreement, subject to the terms set forth in the Award Agreement.
Vesting:	Subject to the terms and conditions of the Award Agreement (including the satisfaction of the Performance Condition), the Shares subject to the Award shall vest on the third anniversary of the Grant Date (the “ Vesting Date ”).

Please review this Agreement and let us know if you have any questions about this Agreement, the Award or the Plan. You are advised to consult with your own tax advisors in respect of any tax consequences arising in connection with this Award.

If you have questions please contact [●], the Company's [●] via email at [●]. Otherwise, please provide your signature, address and the date for this Agreement where indicated below.

**REYNOLDS CONSUMER PRODUCTS INC.
2019 EQUITY INCENTIVE PLAN**

PERFORMANCE SHARE UNIT AWARD AGREEMENT

This Performance Share Unit Award Agreement (together with all exhibits and appendices hereto, this “**Award Agreement**”), dated as of the date of the Grant Letter, is by and between the Company, and the individual listed in the Grant Letter as the Participant.

WHEREAS, the Company hereby grants the Award to the Participant under the Plan, and the Participant hereby accepts the Award, in each case, subject to the terms and conditions of the Plan and this Agreement; and

WHEREAS, by accepting the Award and entering into this Agreement, the Participant acknowledges having received and read a copy of the Plan and agrees to comply with it, this Agreement and all applicable laws and regulations.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the parties hereto agree as follows.

1. *Grant of Award.* The Company hereby grants to the Participant on the Grant Date the aggregate number of performance share units (“**PSUs**”) as set forth in the Grant Letter, subject to the terms and conditions of the Plan and this Agreement. This Award is granted under the Plan, the provisions of which are incorporated herein by reference and made a part of this Agreement.

2. *Issuance of PSUs.* To the extent that the Award has vested, the PSUs associated with such Award shall be settled based on the level of attainment of the “**Performance Condition**” (as detailed in this Agreement or Attachment A to this Agreement), determined in accordance with and subject to the terms of this Award Agreement and the Plan.

3. *Terms and Conditions.* It is understood and agreed that the Award evidenced hereby is subject to the following terms and conditions:

(a) *Vesting of Award.* Subject to Sections 4, 5, 6 and 11, the Award shall vest and become non-forfeitable in accordance with the vesting schedule set forth in the Grant Letter, subject to (i) the satisfaction of the Performance Condition and (ii) the Participant’s continuous service with the Company or any of its Affiliates through the Vesting Date.

(b) *Voting Rights.* The Participant shall have no voting rights or any other rights as a shareholder of the Company with respect to the PSUs unless and until the Participant becomes the record owner of the Shares, including Dividend Shares (as defined below) to the extent applicable, underlying such PSUs.

(c) *Dividend Shares.* If a dividend is paid on Shares during the period commencing on the Grant Date and ending on the date on which the Shares underlying the PSUs are distributed to the Participant pursuant to Section 3(d), the Participant shall be eligible to receive an amount equal to the dividend that the Participant would have received had the Shares underlying the PSUs been distributed to the Participant immediately prior to the record date with respect to such dividend payment, with such amount reinvested in Shares; *provided, however,* that no such amount shall be payable with respect to any PSUs that are forfeited. Such amount shall be paid to the Participant on the date on which the Shares underlying the PSUs are distributed to the Participant in the same form (cash, Shares or other property) in which such dividend is paid to holders of Shares generally. Any Shares that the Participant is eligible to receive pursuant to this Section 3(c) are referred to herein as “**Dividend Shares.**”

(d) *Distribution on Vesting.* Subject to the provisions of this Agreement, upon the vesting of any of the PSUs, the Company shall deliver to the Participant, as soon as reasonably practicable after the applicable Vesting Date (or the date of the Participant’s Termination of Service, as applicable), one Share for each such PSU and the number of Dividend Shares (as determined in accordance with Section 3(c)); *provided* that such delivery of Shares shall be made no later than March 15 of the calendar year immediately following the year in which the applicable Vesting Date (or the date of the Participant’s Termination of Service, as applicable) occurs. Upon such delivery, such Shares (including Dividend Shares) shall be fully assignable, alienable, saleable and transferrable by the Participant; *provided* that any such assignment, alienation, sale, transfer or other alienation with respect to such Shares shall be in accordance with applicable securities laws and any applicable Company policy.

(e) *Adjustment in Capitalization.* In the event that, as a result of any dividend (other than ordinary cash dividends) or other distribution (whether in the form of cash, Shares or other securities), recapitalization, share split (share subdivision), reverse share split (share consolidation), reorganization, merger, amalgamation, consolidation, split-up, spin-off, combination, repurchase or exchange of Shares or other securities of the Company, issuance of warrants or other rights to acquire Shares or other securities of the Company, issuance of Shares pursuant to the anti-dilution provisions of securities of the Company, or other similar corporate transaction or event affecting the Shares, or of changes in applicable laws, regulations or accounting principles, an adjustment is necessary in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or this Agreement, then the Committee shall adjust the terms of this Agreement and this Award, to the extent necessary, in its sole discretion. In no event shall the Committee adjust the terms of this Agreement or the PSUs in a manner which would cause the PSUs to be subject to the provisions of Section 409A or 457A of the Code.

(f) *Restrictions on Transferability.* Except as may be permitted by the Committee, neither this Award nor any right under this Award shall be assignable, alienable, saleable or transferable by the Participant otherwise than by will or pursuant to the laws of descent and distribution or to a designated Beneficiary. This provision shall not apply to any portion of this Award for which Shares have been fully distributed and shall not preclude forfeiture of any portion of this Award in accordance with the terms herein.

(g) *No Right to Continued Service.* The grant of an Award shall not be construed as giving the Participant the right to be retained in the employ of, or to continue to provide services to, the Company or any of its Affiliates. The receipt of any Award under the Plan is not intended to confer any rights on the receiving Participant except as set forth in the applicable Agreement.

(h) *No Right to Future Awards.* Any Award granted under the Plan shall be a one-time Award that does not constitute a promise of future grants. The Company, in its sole discretion, maintains the right to make available future grants under the Plan.

4. *Termination of Service.* Except as otherwise provided in Section 5, in the event of the Participant's Termination of Service for any reason, prior to the date on which the Award otherwise becomes vested, the unvested portion of the Award shall immediately be forfeited by the Participant and become the property of the Company, without any payment or consideration being due to the Participant.

5. *Vesting Acceleration Upon Termination due to Death or Retirement.* Notwithstanding the foregoing and any other provisions of the Plan to the contrary, in the event of the Participant's Termination of Service due to the Participant's death or Retirement (in the case of Retirement, subject to the Participant's execution and non-revocation of a customary release of claims in favor of the Company and its Affiliates), any unvested PSUs shall vest effective as of the date of such Termination of Service based on the likely level of achievement of the Performance Condition, as determined in the sole discretion of the Committee, prorated based on a fraction, the numerator of which is the number of full calendar months the Participant has been employed from the Grant Date through the date of such Termination of Service, and the denominator of which is 36; *provided* that the Participant has been employed by the Company for at least twelve (12) months following the Grant Date. The Shares underlying the PSUs shall be distributed to the Participant pursuant to Section 3(d).

6. *Change in Control.* Notwithstanding any provision of this Agreement to the contrary in the event of a Change in Control (subject to the Participant's execution and non-revocation of a customary release of claims in favor of the Company and its Affiliates), any unvested PSUs shall vest effective as of the date of such Change in Control based on the likely level of achievement of the Performance Condition, as determined in the sole discretion of the Committee, and the Shares underlying the PSUs shall be distributed to the Participant pursuant to Section 3(d).

7. *Tax Liability; Withholding Requirements.*

(a) The Participant shall be solely responsible for any applicable taxes (including, without limitation, income and excise taxes) and penalties, and any interest that accrues thereon, that the Participant incurs in connection with the receipt, vesting or distribution of any PSU granted hereunder.

(b) To the extent authorized by the Committee, the Company may withhold any tax (or other governmental obligation) that becomes due with respect to the PSUs (or any dividend distribution thereon) and take such action as it deems appropriate to ensure that all applicable withholding, income or other taxes, which are the sole and absolute responsibility of the Participant, are withheld or collected from the Participant and, unless otherwise determined by the Committee, to the extent such withholding would not result in liability classification of any portion of the Award pursuant to FASB ASC Subtopic 718-10. The Participant shall make arrangements satisfactory to the Company to enable the Company to satisfy all such withholding requirements. Notwithstanding the foregoing, the Committee may, in its sole discretion, permit the Participant to satisfy any such withholding requirement by transferring to the Company pursuant to such procedures as the Committee may require, effective as of the date on which such requirement arises, a number of vested Shares owned and designated by the Participant having an aggregate Fair Market Value as of such date that is at least equal to the minimum, and not more than the maximum, amount required to be withheld (including by authorizing the Company to withhold Shares that would otherwise be issuable or deliverable to the Participant as a result of the vesting of the Award), to the extent such withholding would not result in liability classification of any portion of the Award pursuant to FASB ASC Subtopic 718-10. If the Committee permits the Participant to satisfy any such withholding requirement pursuant to the preceding sentence, the Company shall remit to the Internal Revenue Service and appropriate state and local revenue agencies, for the credit of the Participant, an amount of cash withholding equal to the Fair Market Value of the Shares transferred to the Company as provided above.

8. *Not Salary, Pensionable Earnings or Base Pay.* The Participant acknowledges that the Award shall not be included in or deemed to be a part of (a) salary, normal salary or other ordinary compensation, (b) any definition of pensionable or other earnings (however defined) for the purpose of calculating any benefits payable to or on behalf of the Participant under any pension, retirement, termination or dismissal indemnity, severance benefit, retirement indemnity or other benefit arrangement of the Company or any Subsidiary or (c) any calculation of base pay or regular pay for any purpose.

9. *Whistleblower Protection.* The Participant has the right under federal law to certain protections for cooperating with or reporting legal violations to the SEC or its Office of the Whistleblower, as well as certain other governmental entities and self-regulatory organizations. As such, nothing in this Agreement or otherwise is intended to prohibit the Participant from disclosing this Agreement to, or from cooperating with or reporting violations to, the SEC or any such governmental entity or self-regulatory organization, and the Participant may do so without notifying the Company. The Company may not retaliate against the Participant for any of these activities, and nothing in this Agreement or otherwise requires the Participant to waive any monetary award or other payment that the Participant might become entitled to from the SEC or any such governmental entity or self-regulatory organization.

10. *Restrictive Covenants.* The Company's obligations under this Agreement is conditioned on the Participant signing a Restrictive Covenant Agreement in the form of Schedule A (the "**Restrictive Covenant Agreement**").

11. *Recoupment/Clawback.* This Award (including any amounts or benefits arising from this Award) shall be subject to recoupment or "clawback" as may be required by applicable law, stock exchange rules or by any applicable Company policy or arrangement the Company has in place from time to time.

12. *Release.* In consideration of the grant of this Award, and as a condition for the Participant's eligibility to receive this Award, the Participant agrees that Participant shall have no further rights or interests in respect of any awards previously granted to the Participant by the Company or any of its Subsidiaries under any equity based plan, program or arrangement, and the Participant agrees that Participant fully and forever waives, releases and discharges the Company, its Subsidiaries and their respective affiliates, successors and assigns, from any and all claims relating to such awards under any such plans, programs or arrangements.

13. *References.* References herein to rights and obligations of the Participant shall apply, where appropriate, to the Participant's legal representative or estate without regard to whether specific reference to such legal representative or estate is contained in a particular provision of this Agreement.

14. *Miscellaneous.*

(a) *Notices.* Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when delivered personally or by courier, or sent by certified or registered mail, postage prepaid, return receipt requested, duly addressed to the party concerned at the address indicated below or to such changed address as such party may subsequently by similar process give notice of:

If to the Company:

Reynolds Consumer Products Inc.
1900 W. Field Court
Lake Forest, Illinois 60045
Attention: [●]
Email: [●]

If to the Participant:

At the Participant's most recent address shown on the signature page of this Award Agreement, or at any other address which the Participant may specify in a notice delivered to the Company in the manner set forth herein.

(b) *Entire Agreement.* This Agreement, the Plan and any other agreements, schedules, exhibits and other documents referred to herein or therein constitute the entire agreement and understanding between the parties in respect of the subject matter hereof and supersede all prior and contemporaneous arrangements, agreements and understandings, both oral and written, whether in term sheets, presentations or otherwise, between the parties with respect to the subject matter hereof, *provided* that the restrictions set forth in this Agreement are in addition to, not in lieu of, any other obligation and/or restriction that the Participant may have with respect to the Company or any of its Affiliates, whether by operation of law, contract, or otherwise, including, without limitation, any non-solicitation obligations contained in an employment agreement, consulting agreement or other similar agreement entered into by and between the Participant and the Company or one of its Affiliates, which shall survive the termination of any such agreements, and be enforceable independently of such other agreements.

(c) *Sections 409A and 457A of the Code.* For the avoidance of doubt, to the extent that this Award is subject to Section 409A and/or Section 457A of the Code, the Award is intended to comply with the requirements of Sections 409A and 457A of the Code, and the provisions of the Award shall be interpreted in a manner that satisfies the requirements of Sections 409A and 457A of the Code. Section 19 of the Plan is hereby incorporated by reference.

(d) *Severability.* If any provision of this Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction, or would disqualify the Plan or this Agreement under any law deemed applicable by the Board, such provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Board, materially altering the intent of this Agreement, such provision shall be stricken as to such jurisdiction, and the remainder of this Agreement shall remain in full force and effect.

(e) *Amendment; Waiver.* No amendment or modification of any provision of this Agreement that has a material adverse effect on the Participant shall be effective unless signed in writing by or on behalf of the Company and the Participant; *provided* that the Company may amend or modify this Agreement without the Participant's consent in accordance with the provisions of the Plan or as otherwise set forth in this Agreement. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature. Any amendment or modification of or to any provision of this Agreement, or any waiver of any provision of this Agreement, shall be effective only in the specific instance and for the specific purpose for which made or given.

(f) *Assignment.* Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by the Participant.

(g) *Successors and Assigns; No Third-Party Beneficiaries.* This Agreement shall inure to the benefit of and be binding upon the Company and the Participant and their respective heirs, successors, legal representatives and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any Person other than the Company and the Participant, and their respective heirs, successors, legal representatives and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

(h) *Governing Law; Waiver of Jury Trial.* This Agreement shall be governed by the laws of the State of Delaware, without application of the conflicts of law principles thereof. TO THE EXTENT ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY IS NOT GOVERNED BY THE ARBITRATION AGREEMENT, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH LEGAL PROCEEDING.

(i) *Dispute Resolution.* Any dispute or claim arising out of, under or in connection with the Plan or any Award Agreement shall be submitted to arbitration in Delaware and shall be conducted in accordance with the rules of, but not necessarily under the auspices of, the American Arbitration Association (“AAA”) rules in force when the notice of arbitration is submitted. The arbitration shall be conducted before an arbitration tribunal comprised of one individual, mutually selected by the Company and the Participant, such selection to be made within 30 calendar days after notice of arbitration has been given. In the event the parties are unable to agree in such time, AAA will provide a list of three available arbitrators and an arbitrator will be selected from such three-member panel provided by AAA by the parties alternately striking out one name of a potential arbitrator until only one name remains. The party entitled to strike an arbitrator first shall be selected by a toss of a coin. The Participant and the Company agree that such arbitration will be confidential and no details, descriptions, settlements or other facts concerning such arbitration shall be disclosed or released to any third party without the specific written consent of the other party, unless required by law or court order or in connection with enforcement of any decision in such arbitration. Any damages awarded in such arbitration shall be limited to the contract measure of damages, and shall not include punitive damages.

(j) *Participant Undertaking; Acceptance.* The Participant agrees to take whatever additional action and execute whatever additional documents the Company may deem necessary or advisable to carry out or give effect to any of the obligations or restrictions imposed on either the Participant or the Award pursuant to this Agreement. The Participant acknowledges receipt of a copy of the Plan and this Agreement and understands that material definitions and provisions concerning the Award and the Participant's rights and obligations with respect thereto are set forth in the Plan. The Participant has read carefully, and understands, the provisions of this Agreement and the Plan.

(k) *Captions.* Captions provided herein are for convenience only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Award Agreement.

(l) *Counterparts.* This Agreement may be executed in two counterparts, each of which shall constitute one and the same instrument.

[Signature Page Follows]

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

REYNOLDS CONSUMER PRODUCTS INC.

By: _____
Name:
Title:

AGREED AND ACCEPTED:

PARTICIPANT

By: _____
Name: _____
Address:

[Signature Page to PSU Award Agreement]

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

Employment Agreement (“**Agreement**”) dated as of July 8, 2019, between Reynolds Consumer Products LLC (the “**Company**”) and Lance Mitchell (“**Employee**”).

PRELIMINARY STATEMENT

- A. Employee is currently employed by the Company with an employment agreement dated as of February 26, 2008 (the “**Existing Agreement**”).
- B. The Company and Employee desire to enter into this Agreement to amend and restate the Existing Agreement.

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 date hereof and shall continue until terminated in accordance with the terms hereof (the “**Term**”). However, Employee’s employment with the Company commenced on the date Employee was first employed by the Company and is not affected by the parties entering into this Agreement.

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 shall not engage in any other business activity without prior written approval from RGHL’s CEO or Owner. 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.** Employee’s annual base salary (the “**Base Salary**”) shall be as set forth on Schedule A. The Base Salary shall be payable in periodic installments in accordance with the usual practice of the Company for its senior employees. Employee’s Base Salary will be reviewed but not necessarily increased annually as part of the Company’s merit review process.

(b) **Annual Bonus.** Employee shall be eligible to receive an annual bonus (the “**Annual Bonus**”) as set forth on Schedule A. The Annual Bonus shall be determined by the Company in its sole discretion, and there is no assurance that any Annual Bonus will be earned. The Annual Bonus, if any, earned by Employee in respect of any year shall be paid to Employee at the time that the Company pays its annual bonuses to its employees generally (usually around March 15 of the following year).

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

(d) **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.

(e) **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.

(f) **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 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 RGHL's CEO or Owner that Employee has engaged in conduct consisting of (i) dishonesty or other serious misconduct related to Employee's duties as an employee of the Company, 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 Company specifically identifying the manner in which Employee has not substantially performed such duties.

(c) **Termination Without Cause.** The Company may terminate Employee's employment hereunder at any time without Cause upon 30 days' written notice to Employee. Any termination by the Company 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.

(d) **Termination by Employee.** Employee may terminate Employee's employment hereunder upon 60 days' written notice to 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 any such termination by Employee shall be communicated by written 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, the Company may unilaterally accelerate the Date of Termination and such acceleration shall not result in a termination by the Company for purposes of this Agreement.

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 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 Without Cause.** If Employee's employment is terminated by the Company 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 to Employee 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. Notwithstanding the foregoing, and in addition to any other rights or remedies the Company 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.

(ii) **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 Employee shall contribute or pay 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)(ii), 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 and manner satisfactory to the Company (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 B (the "**Restrictive Covenant Agreement**").

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 the American Arbitration Association ("**AAA**") in Chicago, IL in accordance with the Employment Dispute Resolution Rules of the AAA, 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 Thomas Degnan.

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.** This Agreement shall be construed under and be governed in all respects by the laws of the State of Illinois without giving effect to the conflict of laws principles of such State.

17. **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.

18. **Entire Agreement.** This Agreement amends and restates the Existing Agreement. All prior negotiations and agreements between the parties with respect to the subject matter hereof are superseded by this Agreement.

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

COMPANY

By: //s// Steve Estes

Name: Steve Estes

Title: CHRO

EMPLOYEE

//s// Victor Lance Mitchell

Schedule A

Key Terms of Employment

1. Position: Chief Executive Officer, Reynolds Consumer Products LLC
2. Primary Location(s): Lake Forest, IL
3. Base Salary: \$1,550,000
4. Annual Bonus Target: 115% of Base Salary
5. 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 the Company or the Company's direct or indirect parent to a non-affiliated party, or (y) more than 50% of the businesses or assets that, as of the most recent year end, generated more than 50% of the Company's EBITDA (as determined in good faith by RGHL's CEO, based on the Company'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.
6. Other Compensation Programs:
Long-Term Incentive Program Target: 100% of Base Salary

Restrictive Covenant Agreement

Restrictive Covenant Agreement dated July 8, 2019, between Reynolds Consumer Products LLC (the "**Company**") and Lance ("**Employee**").

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 during the 24 month period immediately preceding the termination of Employee's employment with the Company provided that (i) Employee had access to Proprietary Information related to the product or (ii) Employee 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 product that competes with any Company Product.

(c) "**Competitor**" means (i) those entities listed on Attachment A plus (ii) such other entities that the Company reasonably determines are engaged in a Competitive Activity, in each case plus any direct or indirect parent or subsidiary of such entity, minus (iii) such entities on Attachment A 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 A.

(d) "**Customer**" means any customer, including distributors, with whom the Company transacted business during the 24-month period immediately preceding the termination of Employee's employment with the Company provided that (i) Employee had Material Contact with, or (ii) 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;

(2) whose dealings with the Company were coordinated or supervised by Employee; or

(3) 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 its affiliates, 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, b) which is not generally known, and c) which relates to or concerns the Company’s or its affiliates’: 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 the Company 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 Company 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; c) information that is disclosed to the public pursuant to the binding order of a government agency or court; and d) information that is acquired through general skill and experience during Employee’s employment with the Company which Employee could reasonably have been expected to acquire in similar employment for another company provided Employee has no reason to believe that the Company would consider such information Proprietary Information as defined above.

(g) “**Prospective Customer**” means any person with whom the Company was attempting to transact business within the six month period immediately preceding the termination of Employee’s employment with the Company provided that (i) Employee had Material Contact with, or (ii) 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 Company's business, certain the Company employees, including Employee, have access to Proprietary Information. Likewise, via their employment, certain the Company employees, 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 Company's Customers and Prospective Customers. If the confidential or "trade secret" information, specialized training, or contacts and familiarity were made available to the Company competitors or other individuals outside the Company, or otherwise used against the Company interests, it would undoubtedly result in a loss of business or competitive position for the Company and/or harm the Company's goodwill and investment in developing and maintaining its business relationships. Employee also agrees he/she holds a position uniquely essential to the management, organization, and/or service of the Company and the Company's business is inherently national in character.

3. **Disclosure of Existing Obligations.** Except as disclosed in writing on Attachment B, 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.

(b) Employee does not have in Employee's possession any confidential or proprietary information or documents belonging to others (except as disclosed in Attachment B), and will not use, disclose to, or induce the Company 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 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 C all inventions or improvements relevant to the subject matter of Employee's engagement with the Company 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 C, 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 was used and which was developed entirely on the Employee's own time, unless (i) the invention relates a) directly to the business of the Company, or b) to the Company's actual or demonstrably anticipated research or development, or (ii) the invention results from any work performed by the Employee for the Company.

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, 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, 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 an 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 or any of its 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 any of its 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, anywhere in North America (United States, Mexico or Canada) act in any capacity, whether or not for consideration, for any Competitor. Given the national nature of the Company's business, the extent to which Employee has been (or will be) 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 post-employment restriction in this Section 5(d) shall is reasonable and appropriate.

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

(i) 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 for the benefit of the Company must be made in accordance with the Company's policies and practices designed to maintain the confidentiality of Proprietary Information, for example providing information after obtaining signed non-disclosure or confidentiality agreements;

(ii) 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;

(iii) Employee will not remove or transfer from any of the Company's offices or premises any materials or property of the Company (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;

(iv) Employee will not copy any Proprietary Information except as needed in furtherance of and for use in the Company's business. 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;

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

(vi) 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

(vii) 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 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 Company's legitimate interests, 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 Company's interests so as to achieve the original intent of the parties.

(g) **Remedies.** Employee agrees that a threatened or existing violation of any of the post-employment restrictions contained in this Agreement would cause the Company irreparable injury for which it would have no adequate remedy at law and agrees that the Company 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. The real or perceived existence of any claim or cause of action against the Company, 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 of post-employment restrictions contained herein.

(h) **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.

(i) **Inevitable Use of Proprietary Information.** Employee acknowledges and agrees that, after Employee's separation of employment, Employee will possess the Company's 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, in view of 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 to be bound by each of the covenants described above.

6. **Reasonable Restrictions.** Employee acknowledges that it is necessary and appropriate for the Company to protect its legitimate business interests by restricting Employee's ability to engage in certain competitive activities and any violation of such post-employment restrictions would result in irreparable injury to the Company's legitimate business interests. The parties agree that the post-employment restrictions contained in this Agreement are drafted narrowly to safeguard the Company's legitimate business interests 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. **Subsequent Employment.** In order to protect the Company's rights under this Agreement, Employee agrees that:

(a) For a period of 12 months following the termination of Employee's employment with the Company, Employee shall advise the Company with respect to any new employment by Employee's. Employee is aware that the Company may contact Employee's prospective or subsequent employers and inform them of this Agreement or any other policy or employment agreement between Employee and the Company that may be in effect on Employee's last day of employment. Employee understands that Employee has a duty to contact the Company if Employee has any questions regarding whether or not conduct by Employee would be restricted by this Agreement.

(b) 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 Company's business 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.

10. **Assignment of Agreement.** The Company may assign this Agreement, its rights, interests and remedies under this Agreement, and its obligations under this Agreement, to any successor or purchaser of the Company or any division or business of the Company 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*. The parties also agree that any and all disputes arising under the post-employment restrictions contained in Section 5 of this Agreement may be resolved in a state or federal court and shall not be subject to arbitration irrespective of any other agreement.

14. **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.

15. **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.

16. Return of the Company Property. At the request of the Company (or, without any request, upon termination of my employment with the Company), Employee will immediately deliver to the Company (a) all the Company property 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 Company system 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.

17. Promotional Materials. Employee authorizes and consents to, during the term of Employee's employment with the Company, the creation and/or use of Employee's likeness as well as Employee's name by the Company, and persons or organizations authorized by it, without reservation or limitation and without further consideration. Pursuant to this authorization and consent, the Company 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, or any person or organization authorized by it, shall vest in and remain with the Company. 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. 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 the Company's 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 19.

Employee initials

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

Employee

Printed: Victor Lance Mitchell

Signed: //s// Victor Lance Mitchell

Dated: 7/31/19

Company

Printed: Steve Estes

Signed: //s// Steve Estes

Dated: 7/8/19

Attachment A

RCP Competitors

- The Clorox Company
- S.C. Johnson & Sons, Inc.
- Trinidad Benham Corporation
- Dart Container Corporation
- Handi-foil Corporation
- Durable Packaging, International
- Solo Cup Company
- Novellis
- Georgia Pacific
- Huhtamaki
- Newell/Rubbermaid
- Jarden
- Waddington
- CuBe
- Poly-America, Inc.
- Intoplast Group, Ltd.
- Waste Zero
- Petoskey
- Multibax
- King Pac Industrial
- Sunkor
- Threestone Packing
- Bagmart Packaging
- Thantawan

Attachment B

List of Confidential or Proprietary Information Belonging to Others

List of Prior Inventions or Improvements

EMPLOYMENT AGREEMENT

Employment Agreement (“**Agreement**”) dated as of July 8, 2019, between Reynolds Consumer Products LLC (the “**Company**”) and Michael Graham (“**Employee**”).

PRELIMINARY STATEMENT

- A. Employee is currently employed by the Company without a written employment agreement.
- 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 date hereof and shall continue until terminated in accordance with the terms hereof (the “**Term**”). However, Employee’s employment with the Company commenced on the date Employee was first employed by the Company and is not affected by the parties entering into this Agreement.

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 shall not engage in any other business activity without prior written approval from the Company’s CEO. 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.** Employee’s annual base salary (the “**Base Salary**”) shall be as set forth on Schedule A. The Base Salary shall be payable in periodic installments in accordance with the usual practice of the Company for its senior employees. Employee’s Base Salary will be reviewed but not necessarily increased annually as part of the Company’s merit review process.

(b) **Annual Bonus.** Employee shall be eligible to receive an annual bonus (the “**Annual Bonus**”) as set forth on Schedule A. The Annual Bonus shall be determined by the Company in its sole discretion, and there is no assurance that any Annual Bonus will be earned. The Annual Bonus, if any, earned by Employee in respect of any year shall be paid to Employee at the time that the Company pays its annual bonuses to its employees generally (usually around March 15 of the following year).

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

(d) **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.

(e) **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.

(f) **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 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's CEO][RGHL's CEO or Owner] that Employee has engaged in conduct consisting of (i) dishonesty or other serious misconduct related to Employee's duties as an employee of the Company, 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 Company specifically identifying the manner in which Employee has not substantially performed such duties.

(c) **Termination Without Cause.** The Company may terminate Employee's employment hereunder at any time without Cause upon 30 days' written notice to Employee. Any termination by the Company 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.

(d) **Termination by Employee.** Employee may terminate Employee's employment hereunder upon 30 days' written notice to 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 any such termination by Employee shall be communicated by written 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, the Company may unilaterally accelerate the Date of Termination and such acceleration shall not result in a termination by the Company for purposes of this Agreement.

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 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 Without Cause.** If Employee's employment is terminated by the Company 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 to Employee 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. Notwithstanding the foregoing, and in addition to any other rights or remedies the Company 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.

(ii) **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 Employee shall contribute or pay 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)(ii), 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 and manner satisfactory to the Company (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 B (the "**Restrictive Covenant Agreement**").

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 the American Arbitration Association ("**AAA**") in Chicago, IL in accordance with the Employment Dispute Resolution Rules of the AAA, 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 Lance Mitchell.

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.** This Agreement shall be construed under and be governed in all respects by the laws of the State of Illinois without giving effect to the conflict of laws principles of such State.

17. **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.

COMPANY

By: //s// V. Lance Mitchell

Name: V. Lance Mitchell

Title: CEO

EMPLOYEE

//s// Michael E. Graham

Schedule A

Key Terms of Employment

1. Position: Chief Financial Officer, Reynolds Consumer Products LLC
2. Primary Location(s): Lake Forest, IL
3. Base Salary: \$798,716
4. Annual Bonus Target: 60% of Base Salary
5. Severance Amount/Period: (i) Base Salary, 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 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 the Company or the Company's direct or indirect parent to a non-affiliated party, or (y) more than 50% of the businesses or assets that, as of the most recent year end, generated more than 50% of the Company's EBITDA (as determined in good faith by RGHL's CEO, based on the Company'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.
6. Other Compensation Programs:
Long-Term Incentive Program Target: 75% of Base Salary

Schedule B

Restrictive Covenant Agreement

Restrictive Covenant Agreement dated July 8, 2019, between Reynolds Consumer Products LLC (the "**Company**") and Michael Graham ("**Employee**").

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 during the 24 month period immediately preceding the termination of Employee's employment with the Company. Such a product shall only constitute an the Company Product for purposes of this Agreement if, as a result of Employee's employment with the Company, 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) "**Customer**" means any business, including without limitation customers or distributors, with whom the Company 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, 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.

(d) "**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;

(2) whose dealings with the Company were coordinated or supervised by Employee;

(3) who receives products or services sold or provided by the Company, 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.

(e) "**Proprietary Information**" means confidential or proprietary information or trade secrets of the Company or its affiliates, 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, b) which is not generally known, and c) which relates to or concerns the Company's or its affiliates': 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 the Company 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 Company 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.

(f) "**Prospective Customer**" means any prospective business, including without limitation prospective customers and prospective distributors, with whom the Company 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 Company's business, certain the Company employees, including Employee, have access to Proprietary Information. Likewise, via their employment, certain the Company employees, 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 Company's Customers and Prospective Customers. If the confidential or "trade secret" information, specialized training, or contacts and familiarity were made available to the Company competitors or other individuals outside the Company, or otherwise used against the Company interests, it would undoubtedly result in a loss of business or competitive position for the Company and/or harm the Company's goodwill and investment in developing and maintaining its business relationships. Employee also agrees he/she holds a position uniquely essential to the management, organization, and/or service of the Company and the Company's business is inherently national in character.

3. **Disclosure of Existing Obligations.** Except as disclosed in writing on Attachment A, 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.

(b) Employee does not have in Employee's possession any confidential or proprietary information or documents belonging to others (except as disclosed in Attachment A), and will not use, disclose to, or induce the Company 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 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 B all inventions or improvements relevant to the subject matter of Employee's engagement with the Company 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 B, 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 was used and which was developed entirely on the Employee's own time, unless (i) the invention relates a) directly to the business of the Company, or (ii) to the Company's actual or demonstrably anticipated research or development, or (iii) the invention results from any work performed by the Employee for the Company.

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, 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 an 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, 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 an 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 or any of its 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 any of its 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, anywhere in North America (United States, Mexico or Canada): a) 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, to the extent Employee would inevitably rely upon the Company's Proprietary Information in his/her work for that person or entity; b) act in the same or substantially similar capacity that Employee acted in for the Company, 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 c) take, facilitate, or encourage any action the purpose or effect of which is to evade the intent of this subsection. Given the national nature of the Company's business, the extent to which Employee has been (or will be) 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 post-employment restriction in this Section 5(d) shall is reasonable and appropriate.

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

(i) 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 for the benefit of the Company must be made in accordance with the Company's policies and practices designed to maintain the confidentiality of Proprietary Information, for example providing information after obtaining signed non-disclosure or confidentiality agreements;

(ii) 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;

(iii) Employee will not remove or transfer from any of the Company's offices or premises any materials or property of the Company (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;

(iv) Employee will not copy any Proprietary Information except as needed in furtherance of and for use in the Company's business. 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;

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

(vi) 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

(vii) 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 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 Company's legitimate interests, 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 Company's interests so as to achieve the original intent of the parties.

(g) **Remedies.** Employee agrees that a threatened or existing violation of any of the post-employment restrictions contained in this Agreement would cause the Company irreparable injury for which it would have no adequate remedy at law and agrees that the Company 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 for the attorneys' fees, expert witness fees, and costs incurred by the Company as a result of: (i) any action by the Company against Employee to enforce any of the post-employment restrictions contained in this Agreement in which the Company prevails in any respect, or (ii) any action by Employee against the Company challenging the legal enforceability of any such post-employment 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, 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 of post-employment restrictions contained herein.

(h) **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.

(i) **Inevitable Use of Proprietary Information.** Employee acknowledges and agrees that, after Employee's separation of employment, Employee will possess the Company's 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, in view of 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 to be bound by each of the covenants described above.

6. **Reasonable Restrictions.** Employee acknowledges that it is necessary and appropriate for the Company to protect its legitimate business interests by restricting Employee's ability to engage in certain competitive activities and any violation of such post-employment restrictions would result in irreparable injury to the Company's legitimate business interests. The parties agree that the post-employment restrictions contained in this Agreement are drafted narrowly to safeguard the Company's legitimate business interests 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. **Subsequent Employment.** In order to protect the Company's rights under this Agreement, Employee agrees that:

(a) For a period of 12 months following the termination of Employee's employment with the Company reason, Employee shall provide the Company with complete and accurate information concerning Employee's plans for employment. Employee hereby authorizes the Company, at its discretion, to contact Employee's prospective or subsequent employers and inform them of this Agreement or any other policy or employment agreement between Employee and the Company that may be in effect on Employee's last day of employment. Employee understands that Employee has a duty to contact the Company if Employee has any questions regarding whether or not conduct by Employee would be restricted by this Agreement; and

(b) 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 Company's business 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.

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. The parties also agree that any and all disputes arising under the post-employment restrictions contained in Section 5 of this Agreement may be resolved in a state or federal court and shall not be subject to arbitration irrespective of any other agreement.

14. **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.

15. **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.

16. **Return of the Company Property.** At the request of the Company (or, without any request, upon termination of my employment with the Company), Employee will immediately deliver to the Company (a) all the Company property 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 Company system 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](#).

17. **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 persons or organizations authorized by it, without reservation or limitation and without further consideration. Pursuant to this authorization and consent, the Company 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, or any person or organization authorized by it, shall vest in and remain with the Company. 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.** 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 the Company's 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 19.

Employee initials

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

Employee

Printed: Michael E. Graham

Signed: //s// Michael E. Graham

Dated: 7/22/19

Company

Printed: V. Lance Mitchell

Signed: //s// V. Lance Mitchell

Dated: 7/22/19

Attachment A

List of Confidential or Proprietary Information Belonging to Others

B-11

Attachment B

List of Prior Inventions or Improvements

B-12

EMPLOYMENT AGREEMENT

Employment Agreement (“**Agreement**”) dated as of July 8, 2019, between Reynolds Consumer Products LLC (the “**Company**”) and Craig Cappel (“**Employee**”).

PRELIMINARY STATEMENT

A. Employee is currently employed by the Company without a written employment agreement.

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 date hereof and shall continue until terminated in accordance with the terms hereof (the “**Term**”). However, Employee’s employment with the Company commenced on the date Employee was first employed by the Company and is not affected by the parties entering into this Agreement.

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 shall not engage in any other business activity without prior written approval from the Company’s CEO. 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.** Employee’s annual base salary (the “**Base Salary**”) shall be as set forth on Schedule A. The Base Salary shall be payable in periodic installments in accordance with the usual practice of the Company for its senior employees. Employee’s Base Salary will be reviewed but not necessarily increased annually as part of the Company’s merit review process.

(b) **Annual Bonus.** Employee shall be eligible to receive an annual bonus (the “**Annual Bonus**”) as set forth on Schedule A. The Annual Bonus shall be determined by the Company in its sole discretion, and there is no assurance that any Annual Bonus will be earned. The Annual Bonus, if any, earned by Employee in respect of any year shall be paid to Employee at the time that the Company pays its annual bonuses to its employees generally (usually around March 15 of the following year).

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

(d) **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.

(e) **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.

(f) **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 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's CEO][RGHL's CEO or Owner] that Employee has engaged in conduct consisting of (i) dishonesty or other serious misconduct related to Employee's duties as an employee of the Company, 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 Company specifically identifying the manner in which Employee has not substantially performed such duties.

(c) **Termination Without Cause.** The Company may terminate Employee's employment hereunder at any time without Cause upon 30 days' written notice to Employee. Any termination by the Company 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.

(d) **Termination by Employee.** Employee may terminate Employee's employment hereunder upon 30 days' written notice to 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 any such termination by Employee shall be communicated by written 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, the Company may unilaterally accelerate the Date of Termination and such acceleration shall not result in a termination by the Company for purposes of this Agreement.

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 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 Without Cause.** If Employee's employment is terminated by the Company 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 to Employee 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. Notwithstanding the foregoing, and in addition to any other rights or remedies the Company 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.

(ii) **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 Employee shall contribute or pay 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)(ii), 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 and manner satisfactory to the Company (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 B (the "**Restrictive Covenant Agreement**").

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 the American Arbitration Association ("**AAA**") in Chicago, IL in accordance with the Employment Dispute Resolution Rules of the AAA, 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 Lance Mitchell.

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.** This Agreement shall be construed under and be governed in all respects by the laws of the State of Illinois without giving effect to the conflict of laws principles of such State.

17. **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.

COMPANY

By: //s// Lance Mitchell

Name: Lance Mitchell

Title: Chief Executive Officer

EMPLOYEE

 //s// Craig Cappel

Schedule A

Key Terms of Employment

1. **Position:** Business Unit President, Reynolds Foil & Cooking
2. **Primary Location(s):** Lake Forest, IL
3. **Base Salary:** \$463,500
4. **Annual Bonus Target:** 50% of Base Salary
5. **Severance Amount/Period:** (i) Base Salary, 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 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 the Company or the Company's direct or indirect parent to a non-affiliated party, or (y) more than 50% of the businesses or assets that, as of the most recent year end, generated more than 50% of the Company's EBITDA (as determined in good faith by RGHL's CEO, based on the Company'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.
6. **Other Compensation Programs:**
Long-Term Incentive Program Target: 75% of Base Salary

Schedule B
Restrictive Covenant Agreement

Restrictive Covenant Agreement dated July 8, 2019, between Reynolds Consumer Products LLC (the “**Company**”) and Craig Cappel (“**Employee**”).

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 during the 24 month period immediately preceding the termination of Employee’s employment with the Company provided that (i) Employee had access to Proprietary Information related to the product or (ii) Employee 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 product that competes with any Company Product.

(c) “**Competitor**” means (i) those entities listed on Attachment A plus (ii) such other entities that the Company reasonably determines are engaged in a Competitive Activity, in each case plus any direct or indirect parent or subsidiary of such entity, minus (iii) such entities on Attachment A 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 A.

(d) “**Customer**” means any customer, including distributors, with whom the Company transacted business during the 24-month period immediately preceding the termination of Employee’s employment with the Company provided that (i) Employee had Material Contact with, or (ii) 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;
- (2) whose dealings with the Company were coordinated or supervised by Employee; or
- (3) 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 its affiliates, 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, b) which is not generally known, and c) which relates to or concerns the Company's or its affiliates': 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 the Company 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 Company 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; c) information that is disclosed to the public pursuant to the binding order of a government agency or court; and d) information that is acquired through general skill and experience during Employee's employment with the Company which Employee could reasonably have been expected to acquire in similar employment for another company provided Employee has no reason to believe that the Company would consider such information Proprietary Information as defined above.

(g) "**Prospective Customer**" means any person with whom the Company was attempting to transact business within the six month period immediately preceding the termination of Employee's employment with the Company provided that (i) Employee had Material Contact with, or (ii) 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 Company's business, certain the Company employees, including Employee, have access to Proprietary Information. Likewise, via their employment, certain the Company employees, 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 Company's Customers and Prospective Customers. If the confidential or "trade secret" information, specialized training, or contacts and familiarity were made available to the Company competitors or other individuals outside the Company, or otherwise used against the Company interests, it would undoubtedly result in a loss of business or competitive position for the Company and/or harm the Company's goodwill and investment in developing and maintaining its business relationships. Employee also agrees he/she holds a position uniquely essential to the management, organization, and/or service of the Company and the Company's business is inherently national in character.

3. **Disclosure of Existing Obligations.** Except as disclosed in writing on Attachment B, 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.

(b) Employee does not have in Employee's possession any confidential or proprietary information or documents belonging to others (except as disclosed in Attachment B), and will not use, disclose to, or induce the Company 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 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 C all inventions or improvements relevant to the subject matter of Employee's engagement with the Company 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 C, 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 was used and which was developed entirely on the Employee's own time, unless (i) the invention relates a) directly to the business of the Company, or b) to the Company's actual or demonstrably anticipated research or development, or (ii) the invention results from any work performed by the Employee for the Company.

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, 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 a 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, 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.** 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 or any of its 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 any of its 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, anywhere in North America (United States, Mexico or Canada) act in any capacity, whether or not for consideration, on behalf of any Competitor. Given the national nature of the Company's business, the extent to which Employee has been (or will be) 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 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:

(i) 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 for the benefit of the Company must be made in accordance with the Company's policies and practices designed to maintain the confidentiality of Proprietary Information, for example providing information after obtaining signed non-disclosure or confidentiality agreements;

(ii) 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;

(iii) Employee will not remove or transfer from any of the Company's offices or premises any materials or property of the Company (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;

(iv) Employee will not copy any Proprietary Information except as needed in furtherance of and for use in the Company's business. 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;

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

(vi) 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

(vii) 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 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 Company's legitimate interests, 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 Company's interests so as to achieve the original intent of the parties.

(g) **Remedies.** Employee agrees that a threatened or existing violation of any of the post-employment restrictions contained in this Agreement would cause the Company irreparable injury for which it would have no adequate remedy at law and agrees that the Company 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. The real or perceived existence of any claim or cause of action against the Company, 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 of post-employment restrictions contained herein.

(h) **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.

(i) **Inevitable Use of Proprietary Information.** Employee acknowledges and agrees that, after Employee's separation of employment, Employee will possess the Company's 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, in view of 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 to be bound by each of the covenants described above.

6. **Reasonable Restrictions.** Employee acknowledges that it is necessary and appropriate for the Company to protect its legitimate business interests by restricting Employee's ability to engage in certain competitive activities and any violation of such post-employment restrictions would result in irreparable injury to the Company's legitimate business interests. The parties agree that the post-employment restrictions contained in this Agreement are drafted narrowly to safeguard the Company's legitimate business interests 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. **Subsequent Employment.** In order to protect the Company's rights under this Agreement, Employee agrees that:

(a) For a period of 12 months following the termination of Employee's employment with the Company, Employee shall advise the Company with respect to any new employment by Employee's. Employee is aware that the Company may contact Employee's prospective or subsequent employers and inform them of this Agreement or any other policy or employment agreement between Employee and the Company that may be in effect on Employee's last day of employment. Employee understands that Employee has a duty to contact the Company if Employee has any questions regarding whether or not conduct by Employee would be restricted by this Agreement.

(b) 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 Company's business 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.

10. **Assignment of Agreement.** The Company may assign this Agreement, its rights, interests and remedies under this Agreement, and its obligations under this Agreement, to any successor or purchaser of the Company or any division or business of the Company 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*. The parties also agree that any and all disputes arising under the post-employment restrictions contained in Section 5 of this Agreement may be resolved in a state or federal court and shall not be subject to arbitration irrespective of any other agreement.

14. **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.

15. **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.

16. **Return of the Company Property.** At the request of the Company (or, without any request, upon termination of my employment with the Company), Employee will immediately deliver to the Company (a) all the Company property 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 Company system 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](#).

17. **Promotional Materials.** Employee authorizes and consents to, during the term of Employee's employment with the Company, the creation and/or use of Employee's likeness as well as Employee's name by the Company, and persons or organizations authorized by it, without reservation or limitation and without further consideration. Pursuant to this authorization and consent, the Company 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, or any person or organization authorized by it, shall vest in and remain with the Company. 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.** 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 the Company's 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 19.

Employee initials

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

Employee

Printed: Craig Cappel

Signed: //s// Craig Cappel

Dated: 7.30.2019

Company

Printed: V. Lance Mitchell

Signed: //s// V. Lance Mitchell

Dated: 7/30/19

Attachment A

RCP Competitors

- The Clorox Company
- S.C. Johnson & Sons, Inc.
- Trinidad Benham Corporation
- Dart Container Corporation
- Handi-foil Corporation
- Durable Packaging, International
- Solo Cup Company
- Novellis
- Georgia Pacific
- Huhtamaki
- Newell/Rubbermaid
- Jarden
- Waddington
- CuBe
- Poly-America, Inc.
- Intoplast Group, Ltd.
- Waste Zero
- Petoskey
- Multibax
- King Pac Industrial
- Sunkor
- Threestone Packing
- Bagmart Packaging
- Thantawan

Attachment B

List of Confidential or Proprietary Information Belonging to Others

None

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Attachment C

List of Prior Inventions or Improvements

None

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EMPLOYMENT AGREEMENT

Employment Agreement (“**Agreement**”) dated as of July 18, 2019, between Reynolds Consumer Products LLC (the “**Company**”) and Stephan Pace (“**Employee**”).

PRELIMINARY STATEMENT

- A. Employee is currently employed by the Company without a written employment agreement.
- 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 date hereof and shall continue until terminated in accordance with the terms hereof (the “**Term**”). However, Employee’s employment with the Company commenced on the date Employee was first employed by the Company and is not affected by the parties entering into this Agreement.

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 shall not engage in any other business activity without prior written approval from the Company’s CEO. 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.** Employee’s annual base salary (the “**Base Salary**”) shall be as set forth on Schedule A. The Base Salary shall be payable in periodic installments in accordance with the usual practice of the Company for its senior employees. Employee’s Base Salary will be reviewed but not necessarily increased annually as part of the Company’s merit review process.

(b) **Annual Bonus.** Employee shall be eligible to receive an annual bonus (the “**Annual Bonus**”) as set forth on Schedule A. The Annual Bonus shall be determined by the Company in its sole discretion, and there is no assurance that any Annual Bonus will be earned. The Annual Bonus, if any, earned by Employee in respect of any year shall be paid to Employee at the time that the Company pays its annual bonuses to its employees generally (usually around March 15 of the following year).

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

(d) **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.

(e) **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.

(f) **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 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's CEO][RGHL's CEO or Owner] that Employee has engaged in conduct consisting of (i) dishonesty or other serious misconduct related to Employee's duties as an employee of the Company, 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 Company specifically identifying the manner in which Employee has not substantially performed such duties.

(c) **Termination Without Cause.** The Company may terminate Employee's employment hereunder at any time without Cause upon 30 days' written notice to Employee. Any termination by the Company 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.

(d) **Termination by Employee.** Employee may terminate Employee's employment hereunder upon 30 days' written notice to 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 any such termination by Employee shall be communicated by written 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, the Company may unilaterally accelerate the Date of Termination and such acceleration shall not result in a termination by the Company for purposes of this Agreement.

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 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 Without Cause.** If Employee's employment is terminated by the Company 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 to Employee 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. Notwithstanding the foregoing, and in addition to any other rights or remedies the Company 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.

(ii) **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 Employee shall contribute or pay 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)(ii), 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 and manner satisfactory to the Company (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 B (the "**Restrictive Covenant Agreement**").

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 the American Arbitration Association ("**AAA**") in Chicago, IL in accordance with the Employment Dispute Resolution Rules of the AAA, 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 Lance Mitchell.

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.** This Agreement shall be construed under and be governed in all respects by the laws of the State of Illinois without giving effect to the conflict of laws principles of such State.

17. **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.

COMPANY

By: //s// Lance Mitchell

Name: Lance Mitchell

Title: Chief Executive Officer

EMPLOYEE

//s// Stephan Pace

Schedule A

Key Terms of Employment

1. Position: Business Unit President, Walmart Global
2. Primary Location(s): Lake Forest, IL
3. Base Salary: \$450,204
4. Annual Bonus Target: 60% of Base Salary
5. Severance Amount/Period: (i) Base Salary, 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 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 the Company or the Company's direct or indirect parent to a non-affiliated party, or (y) more than 50% of the businesses or assets that, as of the most recent year end, generated more than 50% of the Company's EBITDA (as determined in good faith by RGHL's CEO, based on the Company'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.
6. Other Compensation Programs:
Long-Term Incentive Program Target: 75% of Base Salary

Restrictive Covenant Agreement

Restrictive Covenant Agreement dated July 18, 2019, between Reynolds Consumer Products LLC (the “**Company**”) and Stephan Pace (“**Employee**”).

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 during the 24 month period immediately preceding the termination of Employee’s employment with the Company provided that (i) Employee had access to Proprietary Information related to the product or (ii) Employee 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 product that competes with any Company Product.

(c) “**Competitor**” means (i) those entities listed on Attachment A plus (ii) such other entities that the Company reasonably determines are engaged in a Competitive Activity, in each case plus any direct or indirect parent or subsidiary of such entity, minus (iii) such entities on Attachment A 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 A.

(d) “**Customer**” means any customer, including distributors, with whom the Company transacted business during the 24-month period immediately preceding the termination of Employee’s employment with the Company provided that (i) Employee had Material Contact with, or (ii) 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;

(2) whose dealings with the Company were coordinated or supervised by Employee; or

(3) 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 its affiliates, 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, b) which is not generally known, and c) which relates to or concerns the Company’s or its affiliates’: 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 the Company 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 Company 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; c) information that is disclosed to the public pursuant to the binding order of a government agency or court; and d) information that is acquired through general skill and experience during Employee’s employment with the Company which Employee could reasonably have been expected to acquire in similar employment for another company provided Employee has no reason to believe that the Company would consider such information Proprietary Information as defined above.

(g) “**Prospective Customer**” means any person with whom the Company was attempting to transact business within the six month period immediately preceding the termination of Employee’s employment with the Company provided that (i) Employee had Material Contact with, or (ii) 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 Company's business, certain the Company employees, including Employee, have access to Proprietary Information. Likewise, via their employment, certain the Company employees, 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 Company's Customers and Prospective Customers. If the confidential or "trade secret" information, specialized training, or contacts and familiarity were made available to the Company competitors or other individuals outside the Company, or otherwise used against the Company interests, it would undoubtedly result in a loss of business or competitive position for the Company and/or harm the Company's goodwill and investment in developing and maintaining its business relationships. Employee also agrees he/she holds a position uniquely essential to the management, organization, and/or service of the Company and the Company's business is inherently national in character.

3. **Disclosure of Existing Obligations.** Except as disclosed in writing on Attachment B, 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.

(b) Employee does not have in Employee's possession any confidential or proprietary information or documents belonging to others (except as disclosed in Attachment B), and will not use, disclose to, or induce the Company 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 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 C all inventions or improvements relevant to the subject matter of Employee's engagement with the Company 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 C, 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 was used and which was developed entirely on the Employee's own time, unless (i) the invention relates a) directly to the business of the Company, or b) to the Company's actual or demonstrably anticipated research or development, or (ii) the invention results from any work performed by the Employee for the Company.

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, 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 an 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, 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 an 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 or any of its 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 any of its 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, anywhere in North America (United States, Mexico or Canada) act in any capacity, whether or not for consideration, for any Competitor. Given the national nature of the Company's business, the extent to which Employee has been (or will be) 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 post-employment restriction in this Section 5(d) shall is reasonable and appropriate.

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

(i) 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 for the benefit of the Company must be made in accordance with the Company's policies and practices designed to maintain the confidentiality of Proprietary Information, for example providing information after obtaining signed non-disclosure or confidentiality agreements;

(ii) 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;

(iii) Employee will not remove or transfer from any of the Company's offices or premises any materials or property of the Company (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;

(iv) Employee will not copy any Proprietary Information except as needed in furtherance of and for use in the Company's business. 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;

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

(vi) 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

(vii) 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 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 Company's legitimate interests, 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 Company's interests so as to achieve the original intent of the parties.

(g) **Remedies.** Employee agrees that a threatened or existing violation of any of the post-employment restrictions contained in this Agreement would cause the Company irreparable injury for which it would have no adequate remedy at law and agrees that the Company 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. The real or perceived existence of any claim or cause of action against the Company, 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 of post-employment restrictions contained herein.

(h) **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.

(i) **Inevitable Use of Proprietary Information.** Employee acknowledges and agrees that, after Employee's separation of employment, Employee will possess the Company's 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, in view of 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 to be bound by each of the covenants described above.

6. **Reasonable Restrictions.** Employee acknowledges that it is necessary and appropriate for the Company to protect its legitimate business interests by restricting Employee's ability to engage in certain competitive activities and any violation of such post-employment restrictions would result in irreparable injury to the Company's legitimate business interests. The parties agree that the post-employment restrictions contained in this Agreement are drafted narrowly to safeguard the Company's legitimate business interests 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. **Subsequent Employment.** In order to protect the Company's rights under this Agreement, Employee agrees that:

(a) For a period of 12 months following the termination of Employee's employment with the Company, Employee shall advise the Company with respect to any new employment by Employee's. Employee is aware that the Company may contact Employee's prospective or subsequent employers and inform them of this Agreement or any other policy or employment agreement between Employee and the Company that may be in effect on Employee's last day of employment. Employee understands that Employee has a duty to contact the Company if Employee has any questions regarding whether or not conduct by Employee would be restricted by this Agreement.

(b) 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 Company's business 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.

10. **Assignment of Agreement.** The Company may assign this Agreement, its rights, interests and remedies under this Agreement, and its obligations under this Agreement, to any successor or purchaser of the Company or any division or business of the Company 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*. The parties also agree that any and all disputes arising under the post-employment restrictions contained in Section 5 of this Agreement may be resolved in a state or federal court and shall not be subject to arbitration irrespective of any other agreement.

14. **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.

15. **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.

16. Return of the Company Property. At the request of the Company (or, without any request, upon termination of my employment with the Company), Employee will immediately deliver to the Company (a) all the Company property 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 Company system 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](#).

17. Promotional Materials. Employee authorizes and consents to, during the term of Employee's employment with the Company, the creation and/or use of Employee's likeness as well as Employee's name by the Company, and persons or organizations authorized by it, without reservation or limitation and without further consideration. Pursuant to this authorization and consent, the Company 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, or any person or organization authorized by it, shall vest in and remain with the Company. 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. 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 the Company's 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 19.

Employee initials

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

Employee

Printed: Stephan Pace

Signed: //s// Stephan Pace

Dated: August 2, 2019

Company

Printed: V. Lance Mitchell

Signed: //s// V. Lance Mitchell

Dated: August 2, 2019

Attachment A

RCP Competitors

- The Clorox Company
- S.C. Johnson & Sons, Inc.
- Trinidad Benham Corporation
- Dart Container Corporation
- Handi-foil Corporation
- Durable Packaging, International
- Solo Cup Company
- Novellis
- Georgia Pacific
- Huhtamaki
- Newell/Rubbermaid
- Jarden
- Waddington
- CuBe
- Poly-America, Inc.
- Intoplast Group, Ltd.
- Waste Zero
- Petoskey
- Multibax
- King Pac Industrial
- Sunkor
- Threestone Packing
- Bagmart Packaging
- Thantawan

Attachment B

List of Confidential or Proprietary Information Belonging to Others

List of Prior Inventions or Improvements



Headquarters 1900 W. Field Court, Lake Forest, IL 60045
800.879.5067 - 847.482.3500 - www.ReynoldsConsumerProducts.com

July 8, 2019

Lance Mitchell
CEO, Reynolds Consumer Products

Dear Lance:

As we have discussed, a critical component of our ongoing business strategy for Reynolds Consumer Products will be to explore opportunities for the business that could lead to an Initial Public Offering (IPO) of the business or potentially a divestiture of the associated business entities. Your assistance is needed by Reynolds as we work through this process to help prepare the business for a successful transaction. In light of this, we are offering you a special Transaction Success bonus ("Bonus") that will become payable if a successful IPO is concluded or if there is a sale of the business by June 30, 2020.

If an IPO transaction is completed, your potential bonus will be \$1,782,500. Fifty percent (50%) of this bonus (\$891,250) will be paid to you 30 days after the effective date of an IPO, so long as you do not voluntarily leave your employment with the succeeding entity during that time. You will be paid the remaining fifty percent (50%) of this bonus six (6) months after the effective date of an IPO, so long as you do not voluntarily leave your employment with the succeeding entity during that time. This bonus is a gross amount and is subject to all applicable tax withholding requirements. This bonus will not be treated as compensation for any purpose under any benefit plans or programs, unless statutorily required.

If a sales transaction is completed, your potential bonus will be \$3,565,000. Fifty percent (50%) of this bonus (\$1,782,500) will be paid to you 30 days after the closing date of a sale, so long as you do not voluntarily leave your employment with the succeeding entity during that time. You will be paid the remaining fifty percent (50%) of this bonus six (6) months after the closing date, so long as you do not voluntarily leave your employment with the succeeding entity during that time. This bonus is a gross amount and is subject to all applicable tax withholding requirements. This bonus will not be treated as compensation for any purpose under any benefit plans or programs, unless statutorily required.

Because of the significance of this strategic effort, and given that you are one of a select group of employees to be offered this opportunity, it is of utmost importance that you keep this offer and all its terms entirely confidential.

Thank you for your willingness to assist the team during this endeavor and for your help in ensuring the success of this very important process for Reynolds Consumer Products.

Sincerely,

//s// Steve Estes
Steve Estes
Chief HR Officer
Rank Group



Headquarters 1900 W. Field Court, Lake Forest, IL 60045
800.879.5067 - 847.482.3500 - www.ReynoldsConsumerProducts.com

July 8, 2019

Michael Graham
CFO, Reynolds Consumer Products

Dear Michael:

As we have discussed, a critical component of our ongoing business strategy for Reynolds Consumer Products will be to explore opportunities for the business that could lead to an Initial Public Offering (IPO) of the business or potentially a divestiture of the associated business entities. Your assistance is needed by Reynolds as we work through this process to help prepare the business for a successful transaction. In light of this, we are offering you a special Transaction Success bonus ("Bonus") that will become payable if a successful IPO is concluded or if there is a sale of the business by June 30, 2020.

If an IPO transaction is completed, your potential bonus will be \$798,716. Fifty percent (50%) of this bonus (\$399,358) will be paid to you 30 days after the effective date of an IPO, so long as you do not voluntarily leave your employment with the succeeding entity during that time. You will be paid the remaining fifty percent (50%) of this bonus six (6) months after the effective date of an IPO, so long as you do not voluntarily leave your employment with the succeeding entity during that time. This bonus is a gross amount and is subject to all applicable tax withholding requirements. This bonus will not be treated as compensation for any purpose under any benefit plans or programs, unless statutorily required.

If a sales transaction is completed, your potential bonus will be \$1,198,074. Fifty percent (50%) of this bonus (\$599,037) will be paid to you 30 days after the effective closing date of a sale, so long as you do not voluntarily leave your employment with the succeeding entity during that time. You will be paid the remaining fifty percent (50%) of this bonus six (6) months after the closing date, so long as you do not voluntarily leave your employment with the succeeding entity during that time. This bonus is a gross amount and is subject to all applicable tax withholding requirements. This bonus will not be treated as compensation for any purpose under any benefit plans or programs, unless statutorily required.

Because of the significance of this strategic effort, and given that you are one of a select group of employees to be offered this opportunity, it is of utmost importance that you keep this offer and all its terms entirely confidential.

Thank you for your willingness to assist the team during this endeavor and for your help in ensuring the success of this very important process for Reynolds Consumer Products.

Sincerely,

//s// Lance Mitchell
Lance Mitchell
Chief Executive Officer
Reynolds Consumer Products



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800.879.5067 - 847.482.3500 - www.ReynoldsConsumerProducts.com

July 8, 2019

Craig Cappel
President, Reynolds Foil & Cooking

Dear Craig:

As we have discussed, a critical component of our ongoing business strategy for Reynolds Consumer Products will be to explore opportunities for the business that could lead to an Initial Public Offering (IPO) of the business or potentially a divestiture of the associated business entities. Your assistance is needed by Reynolds as we work through this process to help prepare the business for a successful transaction. In light of this, we are offering you a special Transaction Success bonus ("Bonus") that will become payable if a successful IPO is concluded or if there is a sale of the business by June 30, 2020.

If an IPO transaction is completed, your potential bonus will be \$463,500. Fifty percent (50%) of this bonus (\$231,750) will be paid to you 30 days after the effective date of an IPO, so long as you do not voluntarily leave your employment with the succeeding entity during that time. You will be paid the remaining fifty percent (50%) of this bonus six (6) months after the effective date of an IPO, so long as you do not voluntarily leave your employment with the succeeding entity during that time. This bonus is a gross amount and is subject to all applicable tax withholding requirements. This bonus will not be treated as compensation for any purpose under any benefit plans or programs, unless statutorily required.

If a sales transaction is completed, your potential bonus will be \$695,250. Fifty percent (50%) of this bonus (\$347,625) will be paid to you 30 days after the effective closing date of a sale, so long as you do not voluntarily leave your employment with the succeeding entity during that time. You will be paid the remaining fifty percent (50%) of this bonus six (6) months after the closing date, so long as you do not voluntarily leave your employment with the succeeding entity during that time. This bonus is a gross amount and is subject to all applicable tax withholding requirements. This bonus will not be treated as compensation for any purpose under any benefit plans or programs, unless statutorily required.

Because of the significance of this strategic effort, and given that you are one of a select group of employees to be offered this opportunity, it is of utmost importance that you keep this offer and all its terms entirely confidential.

Thank you for your willingness to assist the team during this endeavor and for your help in ensuring the success of this very important process for Reynolds Consumer Products.

Sincerely,

//s// Lance Mitchell
Lance Mitchell
Chief Executive Officer
Reynolds Consumer Products



Headquarters 1900 W. Field Court, Lake Forest, IL 60045
800.879.5067 - 847.482.3500 - www.ReynoldsConsumerProducts.com

July 8, 2019

Stephan Pace
President, Walmart Global

Dear Steve:

As we have discussed, a critical component of our ongoing business strategy for Reynolds Consumer Products will be to explore opportunities for the business that could lead to an Initial Public Offering (IPO) of the business or potentially a divestiture of the associated business entities. Your assistance is needed by Reynolds as we work through this process to help prepare the business for a successful transaction. In light of this, we are offering you a special Transaction Success bonus ("Bonus") that will become payable if a successful IPO is concluded or if there is a sale of the business by June 30, 2020.

If the transaction is completed, your potential bonus will be \$450,204. Fifty percent (50%) of this bonus (\$225,102) will be paid to you 30 days after the effective date of an IPO or the closing date of a sale, so long as you do not voluntarily leave your employment with the succeeding entity during that time. You will be paid the remaining fifty percent (50%) of this bonus six (6) months after the effective date of an IPO or the closing date, so long as you do not voluntarily leave your employment with the succeeding entity during that time. This bonus is a gross amount and is subject to all applicable tax withholding requirements. This bonus will not be treated as compensation for any purpose under any benefit plans or programs, unless statutorily required.

Because of the significance of this strategic effort, and given that you are one of a select group of employees to be offered this opportunity, it is of utmost importance that you keep this offer and all its terms entirely confidential.

Thank you for your willingness to assist the team during this endeavor and for your help in ensuring the success of this very important process for Reynolds Consumer Products.

Sincerely,

//s// Lance Mitchell
Lance Mitchell
Chief Executive Officer
Reynolds Consumer Products



Headquarters 1900 W. Field Court, Lake Forest, IL 60045
800.879.5067 - 847.482.3500 - www.ReynoldsConsumerProducts.com

TO: LANCE MITCHELL
FROM: STEVE ESTES
DATE: JULY 8, 2019
SUBJECT: PLANNED ISSUANCE OF RESTRICTED STOCK

As we have discussed, a critical component of our ongoing business strategy for Reynolds Consumer Products LLC will be to explore opportunities for the business that could lead to an Initial Public Offering (IPO) of the business or potentially a divestiture of the associated business entities. Your assistance is needed by Reynolds as we work through this process to help prepare the business for a successful transaction.

If the IPO is successful, the company whose shares are registered in the IPO will issue you Restricted Stock at the completion of the IPO. The number of shares in this grant equals \$1,550,000 divided by the IPO price as of the date of the grant, rounded to the nearest whole share. Vesting for the restricted stock will occur over a 3-year period with 1/3 vesting after 12-months from the successful IPO; 1/3 vesting after 24-months from the successful IPO; and, 1/3 vesting after 36-months from the successful IPO. You must be an employee of the Company or one of its affiliates on the applicable vesting date to receive such shares.

Should there be a business sale instead of an IPO, you will receive \$1,550,000 in cash in lieu of Restricted Stock. For purposes hereof, a business sale means a sale of all or substantially all of the assets of the Company or a sale of more than 50% of the equity of the Company or such entity. This cash payment will be made in the following manner:

1/2 Payable 30-days post-closing of the sale

1/2 Payable 180-days post-closing of the sale

This memo does not change your status as an "at-will" employee and does not guarantee your employment for any specific period of time. The Company reserves the right to terminate you at any time and for any or no reason. Any Restricted Stock issued or cash payment made pursuant to this memo shall be subject to regular tax withholdings and other authorized deductions and will not be treated as compensation for any purpose under any benefit plans or programs, unless statutorily required.

This memo is provided to summarize the agreement that has been reached in this regard between the Company and the employee. Should an IPO be completed, a formal grant letter for the Restricted Stock will be provided to the employee that documents all terms and conditions related to the grant.

//s// Steve Estes



Headquarters 1900 W. Field Court, Lake Forest, IL 60045
800.879.5067 - 847.482.3500 - www.ReynoldsConsumerProducts.com

TO: MICHAEL GRAHAM
FROM: STEVE ESTES
DATE: JULY 8, 2019
SUBJECT: PLANNED ISSUANCE OF RESTRICTED STOCK

As we have discussed, a critical component of our ongoing business strategy for Reynolds Consumer Products LLC will be to explore opportunities for the business that could lead to an Initial Public Offering (IPO) of the business or potentially a divestiture of the associated business entities. Your assistance is needed by Reynolds as we work through this process to help prepare the business for a successful transaction.

If the IPO is successful, the company whose shares are registered in the IPO will issue you Restricted Stock at the completion of the IPO. The number of shares in this grant equals \$399,358 divided by the IPO price as of the date of the grant, rounded to the nearest whole share. Vesting for the restricted stock will occur over a 3-year period with 1/3 vesting after 12-months from the successful IPO; 1/3 vesting after 24-months from the successful IPO; and, 1/3 vesting after 36-months from the successful IPO. You must be an employee of the Company or one of its affiliates on the applicable vesting date to receive such shares.

Should there be a business sale instead of an IPO, you will receive \$399,358 in cash in lieu of Restricted Stock. For purposes hereof, a business sale means a sale of all or substantially all of the assets of the Company or a sale of more than 50% of the equity of the Company or such entity. This cash payment will be made in the following manner:

1/2 Payable 30-days post-closing of the sale

1/2 Payable 180-days post-closing of the sale

This memo does not change your status as an "at-will" employee and does not guarantee your employment for any specific period of time. The Company reserves the right to terminate you at any time and for any or no reason. Any Restricted Stock issued or cash payment made pursuant to this memo shall be subject to regular tax withholdings and other authorized deductions and will not be treated as compensation for any purpose under any benefit plans or programs, unless statutorily required.

This memo is provided to summarize the agreement that has been reached in this regard between the Company and the employee. Should an IPO be completed, a formal grant letter for the Restricted Stock will be provided to the employee that documents all terms and conditions related to the grant.

//s// Steve Estes



Headquarters 1900 W. Field Court, Lake Forest, IL 60045
800.879.5067 - 847.482.3500 - www.ReynoldsConsumerProducts.com

TO: CRAIG CAPPEL
FROM: STEVE ESTES
DATE: JULY 8, 2019
SUBJECT: PLANNED ISSUANCE OF RESTRICTED STOCK

As we have discussed, a critical component of our ongoing business strategy for Reynolds Consumer Products LLC will be to explore opportunities for the business that could lead to an Initial Public Offering (IPO) of the business or potentially a divestiture of the associated business entities. Your assistance is needed by Reynolds as we work through this process to help prepare the business for a successful transaction.

If the IPO is successful, the company whose shares are registered in the IPO will issue you Restricted Stock at the completion of the IPO. The number of shares in this grant equals \$231,750 divided by the IPO price as of the date of the grant, rounded to the nearest whole share. Vesting for the restricted stock will occur over a 3-year period with 1/3 vesting after 12-months from the successful IPO; 1/3 vesting after 24-months from the successful IPO; and, 1/3 vesting after 36-months from the successful IPO. You must be an employee of the Company or one of its affiliates on the applicable vesting date to receive such shares.

Should there be a business sale instead of an IPO, you will receive \$231,750 in cash in lieu of Restricted Stock. For purposes hereof, a business sale means a sale of all or substantially all of the assets of the Company or a sale of more than 50% of the equity of the Company or such entity. This cash payment will be made in the following manner:

1/2 Payable 30-days post-closing of the sale

1/2 Payable 180-days post-closing of the sale

This memo does not change your status as an "at-will" employee and does not guarantee your employment for any specific period of time. The Company reserves the right to terminate you at any time and for any or no reason. Any Restricted Stock issued or cash payment made pursuant to this memo shall be subject to regular tax withholdings and other authorized deductions and will not be treated as compensation for any purpose under any benefit plans or programs, unless statutorily required.

This memo is provided to summarize the agreement that has been reached in this regard between the Company and the employee. Should an IPO be completed, a formal grant letter for the Restricted Stock will be provided to the employee that documents all terms and conditions related to the grant.

//s// Steve Estes



Headquarters 1900 W. Field Court, Lake Forest, IL 60045
800.879.5067 - 847.482.3500 - www.ReynoldsConsumerProducts.com

TO: STEPHAN PACE
FROM: STEVE ESTES
DATE: JULY 8, 2019
SUBJECT: PLANNED ISSUANCE OF RESTRICTED STOCK

As we have discussed, a critical component of our ongoing business strategy for Reynolds Consumer Products LLC will be to explore opportunities for the business that could lead to an Initial Public Offering (IPO) of the business or potentially a divestiture of the associated business entities. Your assistance is needed by Reynolds as we work through this process to help prepare the business for a successful transaction.

If the IPO is successful, the company whose shares are registered in the IPO will issue you Restricted Stock at the completion of the IPO. The number of shares in this grant equals \$225,102 divided by the IPO price as of the date of the grant, rounded to the nearest whole share. Vesting for the restricted stock will occur over a 3-year period with 1/3 vesting after 12-months from the successful IPO; 1/3 vesting after 24-months from the successful IPO; and, 1/3 vesting after 36-months from the successful IPO. You must be an employee of the Company or one of its affiliates on the applicable vesting date to receive such shares.

Should there be a business sale instead of an IPO, you will receive \$225,102 in cash in lieu of Restricted Stock. For purposes hereof, a business sale means a sale of all or substantially all of the assets of the Company or a sale of more than 50% of the equity of the Company or such entity. This cash payment will be made in the following manner:

1/2 Payable 30-days post-closing of the sale

1/2 Payable 180-days post-closing of the sale

This memo does not change your status as an "at-will" employee and does not guarantee your employment for any specific period of time. The Company reserves the right to terminate you at any time and for any or no reason. Any Restricted Stock issued or cash payment made pursuant to this memo shall be subject to regular tax withholdings and other authorized deductions and will not be treated as compensation for any purpose under any benefit plans or programs, unless statutorily required.

This memo is provided to summarize the agreement that has been reached in this regard between the Company and the employee. Should an IPO be completed, a formal grant letter for the Restricted Stock will be provided to the employee that documents all terms and conditions related to the grant.

//s// Steve Estes

MASTER SUPPLY AGREEMENT

MASTER SUPPLY AGREEMENT (the “Agreement”) dated November 1, 2019 (the “Effective Date”) between **REYNOLDS CONSUMER PRODUCTS LLC**, a Delaware limited liability company with its headquarters at 1900 West Field Court, Lake Forest, IL 60045 (“Seller”), and **PACTIV LLC**, a Delaware limited liability company with its headquarters at 1900 West Field Court, Lake Forest, IL 60045 (“Buyer”). Seller and Buyer are referred to individually at times as a “Party” and collectively at times as the “Parties”.

BACKGROUND

- A. Seller sells various types of products used in the consumer and food service markets.
- B. Buyer sells various types of products, including certain products of the type made by Seller, to its customers.
- C. The Parties are entering into this Agreement to establish the terms and conditions under which Seller may agree to sell specific products to Buyer, and Buyer may agree to purchase specific products from Seller for later resale by Buyer to its business customers.

AGREEMENT

1. **Term.** The “Term” of this Agreement will commence on the Effective Date and will end on the earlier of: (a) the first anniversary of the expiration date of the last Purchase Schedule (as defined in this next Section); (b) a termination date elected by a Party in a written notice delivered to the other Party any time after the expiration of the last Purchase Schedule; or (c) a termination date elected by a Party in a written notice delivered to the other Party as provided in Subsection 11(d) of this Agreement. The rights and obligations of the Parties under this Agreement will survive the expiration or earlier termination of this Agreement with respect to any (i) products purchased and sold under this Agreement during the Term and products sold after the Term for orders accepted during the Term; (ii) Confidential Information (as defined in Section 10 of this Agreement) disclosed or received by a Party during the Term; (iii) breach of this Agreement by a Party; (iv) any other statement, decision, act or omission of a Party concerning or related to this Agreement; (v) any Dispute (as defined in Section 11 of this Agreement) between the Parties concerning or related to this Agreement; (vi) products and other materials manufactured or maintained by Seller in inventory for sale to Buyer that Buyer is obligated to purchase under a Purchase Schedule; and (vii) any provision that expressly states that it will survive the expiration or earlier termination of this Agreement.

2. **Scope.** This Agreement will apply to all products sold by Seller to Buyer, and all products purchased by Buyer from Seller, during the Term unless the Parties expressly agree that this Agreement will not apply to a particular type of transaction in a separate written document signed by an officer of each Party. This Agreement will not require Seller to sell any type or quantity of a product to Buyer, nor will this Agreement required Buyer to purchase any type or quantity of a product from Seller, except as expressly provided by the Parties in a Purchase Schedule. The phrase “Purchase Schedule” will mean a written supplement to this Agreement signed by an officer of each Party which references this Agreement and which identifies, among other terms and conditions, the specific types and quantities of products that will be purchased and sold by the Parties on terms and conditions in the schedule, the specifications for the identified products, the duration of the commitment period during which the Parties will be obligated to purchase and sell the identified products on the terms and conditions in the schedule, the prices of the identified products, any mechanisms for adjusting the prices of the identified products over the commitment period, and the facilities at which the identified products will be manufactured, stored and delivered by Seller. The Parties may add terms and conditions to, and amend the terms and conditions of, this Agreement in a Purchase Schedule, but any additional and amended terms and conditions in a Purchase Schedule supplementing and modifying this Agreement will only apply the specific products identified in that Purchase Schedule for its duration.

3. Standard Operating Procedures. Over approximately the past eight years, the Parties have been supplying select Products to one another for use in the operation of their respective businesses within the United States of America, Canada and Mexico. The Parties developed and been following certain standard operating procedures in connecting with, among other topics, forecasting, production planning, ordering, delivering and resolving claims on the Products supplied to one another (the "Current SOPs"). The Parties will be updating their respective business systems over the next six months, and the updates to these business systems will require the Parties to modify the Current SOPs. Once the Parties have completed the updates to the business systems and agreed on the necessary modifications to the Current SOPs, the Parties will sign a written amendment to this Agreement appending the updated standard operating procedures (the "Updated SOPs"). Until the Parties have signed a written amendment appending the Updated SOPs, the parties will continue to follow the Current SOPs. The Parties will comply with the applicable SOPs in connection with the purchase and sale of products identified in a Purchase Schedule. The Parties may add terms and conditions to, and amend the terms and conditions of, the SOP in a Purchase Schedule, but any additional and amended terms and conditions in a Purchase Schedule supplementing and modifying the SOP will only apply the specific products identified in that Purchase Schedule for its duration.

4. Order and Priority of Interpretation. In the event of any conflict, inconsistency or ambiguity between two or more provisions in this Agreement, including the provisions in its Exhibits and Purchase Schedules, the provisions in the documents will govern, supersede and control over one another in the following order of priority: (1st) a Purchase Schedule with regards to the purchase and sale of the specific products identified in that Purchase Schedule for its duration; (2nd) the SOP; (3rd) any Exhibit to this Agreement but only with regards to specific subject matter of the Exhibit; and (4th) the main body of this Agreement prior to the signature page.

5. General Representations, Warranties and Covenants. A Party represents, warrant and covenants on the Effective Date and at all times during the Term that:

- a. The Party is formed, registered, licensed and operating its business in compliance with the laws of the United States of America, its states and territories, and any districts, municipalities and other political subdivisions of the foregoing ("Applicable Laws").
- b. The Party is operating its business in compliance with a commercially reasonable code of ethics adopted by such Party.
- c. The Party may enter into and perform its obligations under this Agreement without being in conflict with, or in breach of, any other agreement of the Party.
- d. The Party is solvent, is capable of paying its debts as and when they become due and is paying its debts as and when due.
- e. The Party is not the subject of a criminal investigation nor a defendant in any criminal indictment, petition, complaint or proceeding that carries a potential sentence involving incarceration in excess of one year for any director or executive officer of the Party involved in the alleged criminal misconduct or a fine in excess of \$100,000 USD.

A Party will promptly notify the other Party of any change in circumstance during the Term in which the Party is no longer in compliance with the foregoing general representations, warranties and covenants. An incident of actual, alleged or suspected non-compliance by a Party with a warranty under this Section being investigated, contested or corrected in good faith by the Party and which, regardless of outcome, will have no material adverse effect on the Party or its performance under this Agreement or on the other Party, will not be considered a breach of this clause. An incident of actual, alleged or suspected non-compliance by a Party of this Section or any other Section of this Agreement will be grounds for the other Party to demand adequate assurances of performance as provided by Section 2-609 of the Illinois Uniform Commercial Code. A Party will have ten (10) days to provide adequate assurances of performance to the other Party in a form acceptable to the other Party in its good faith discretion.

6. Specific Product Warranties. Seller represents and warrants to Buyer that each product sold under this Agreement will at the time of delivery to Buyer:

- a. Be in new, undamaged and unadulterated condition free of any defects in design, materials and manufacture. Seller is not making any representation or warranty under this clause with regards to the design of a product to the extent the design constitutes, incorporates or otherwise embodies intellectual property that Buyer has represented and warranted to Seller is owned by Buyer and which Buyer has licensed to Seller to manufacture the product for Buyer.
- b. Have been manufactured and stored by Seller at a plant (and, if applicable under a Purchase Schedule, a warehouse) of Seller approved in the applicable Purchase Schedule prior to its delivery to Buyer.
- c. Has been manufactured, packaged, labelled, sold and delivered by Seller, and may be sold by Buyer in interstate commerce, in compliance with Applicable Laws, including without limitation with food safety regulations issued by the United States Food and Drug Administration that are applicable to the product. Seller will not be in breach of this warranty because an Applicable Law prohibits, restricts or imposes a charge on a product in a district, municipality or other political subdivision of the United States of America or its states or territories.
- d. Comply with the written specifications for the product identified in the applicable Purchase Schedule.
- e. Be fit for the purpose of packaging, selling or use in consuming food subject to qualifications and instructions on the use of the product in the written specifications for the product identified in the applicable Purchase Schedule.
- f. Be conveyed by Seller to Buyer with good and marketable title free and clear of all liens, encumbrances and claims arising by, through or under Seller.
- g. Not infringe on any patent, trademark, copyright, trade secret or other the intellectual property of any third-party registered or otherwise recognized and enforceable under Applicable Law. Seller is not making any representation or warranty under this clause with regards to the design of a product to the extent the design constitutes, incorporates or otherwise embodies intellectual property that Buyer has represented and warranted to Seller is owned by Buyer and which Buyer has licensed to Seller to manufacture the product for Buyer.
- h. Comply with any additional representations and warranties of Seller regarding the product in the applicable Purchase Schedule.

If a Buyer receives a product that fails to conform to these representations and warranties, the sole remedies of Buyer for the breach of warranty will be to: (1) reject and return the non-conforming product to Seller for a refund or credit, or a replacement conforming product, in the manner and time period provided in the SOP; (2) obtain reimbursement from Seller for actual, reasonable, substantiated out-of-pocket expenses incurred by Buyer in the recovery, return or disposal of a non-conforming product that is the subject of a mandatory product recall required under Applicable Laws or a voluntary withdrawal declared by Seller or approved by Seller (such approval not to be unreasonably withheld, conditioned or delayed); and (3) obtain indemnification from Seller for any Indemnified Claim arising from or related to the non-conforming product as provided in Section 7.

7. Indemnification.

- a. A claim that a Party (referred to at times in this Section as an “Indemnifying Party”) is required to defend and indemnify the other Party (referred to at times in this Section as an “Indemnified Party”) under this Agreement is referred to at times in this Section as an “Indemnified Claim”. Defense and indemnification under this Section will include, without limitation, (1) paying or reimbursing the actual, reasonable, substantiated out-of-pocket expenses incurred in connection with the investigation, defense and settlement of any civil, criminal or administrative action, suit, arbitration, mediation, hearing, audit, investigation or other proceeding threatened or commenced against an Indemnified Party on an Indemnified Claim (e.g., fees and expenses of attorneys, accountants, auditors, investigators, consulting experts, testifying experts and other consultants; fees and expenses of an arbitrator or mediator; filing fees and costs imposed by any court, administrative agency or other tribunal; etc.), and (2) satisfying any judgment, award, order, lien, levy, fine, penalty or other sanction imposed against an Indemnified Party on an Indemnified Claim.
- b. Seller will defend and indemnify Buyer against: (1) any third-party claim for personal injury, damage to tangible property or other loss to the extent caused by any actual or alleged breach of this Agreement by Seller, including, without limitation, any product supplied by Seller which fails to conform to the representations and warranties in this Agreement; (2) any third-party claim for personal injury, damage to tangible property or other loss to the extent caused by any actual or alleged negligence or other legally culpable misconduct of Seller in the design, manufacture, storage, sale or delivery of any product sold by Seller under this Agreement or in the performance of other obligation of Seller under this Agreement; (3) any third-party claim for actual or alleged infringement of a product sold by Seller under this Agreement or its design, manufacture, storage, packaging, sale or delivery by Seller under this Agreement or in the performance of any other obligation of Seller under this Agreement (except to the extent that the infringement is based on intellectual property that that Buyer has represented and warranted to Seller that Buyer owns and that Buyer has licensed to Seller and that Seller has used in compliance with the license terms in supplying the product); (4) the threat or imposition of any fine, penalty or other sanction by a governmental authority on Buyer to the extent caused by any actual or alleged violation by Seller of Applicable Law; or (5) any other matter that Seller has agreed to defend and indemnify Buyer against under a Purchase Schedule.
- c. Buyer will defend and indemnify Seller against: (1) any third-party claim for personal injury, damage to tangible property or other loss to the extent caused by any actual or alleged breach of this Agreement by Buyer; (2) any third-party claim for personal injury, damage to tangible property or other loss to the extent caused by any actual or alleged negligence or other legally culpable misconduct of Buyer in the purchase, storage, repackaging, resale or delivery of any product purchased from Seller under this Agreement or in the performance of other obligation of Buyer under this Agreement; (3) any third-party claim for actual or alleged infringement of a product sold by Seller under this Agreement or its design, manufacture, storage, sale or delivery by Seller under this Agreement or in the performance of any other obligation of Seller under this Agreement to the extent based on intellectual property that that Buyer has represented and warranted to Seller that Buyer owns and that Buyer has licensed to Seller and that Seller has used in compliance with the license term in supplying the product; (4) the threat or imposition of any fine, penalty or other sanction by governmental authority on Seller to the extent caused by any actual or alleged violation by Buyer of Applicable Law; or (5) any other matter that Buyer has agreed to defend and indemnify Seller against under a Purchase Schedule.
- d. As a condition of receiving defense and indemnification under this Section for an Indemnified Claim, the Indemnified Party must:
 - (1) notify and tender the defense of an Indemnified Claim to the Indemnifying Party promptly after the Indemnified Party learns of the Indemnified Claim; and

- (2) provide information and cooperation reasonably requested by the Indemnifying Party in the investigation, defense, settlement and satisfaction of the Indemnified Claim. An Indemnifying Party will reimburse the Indemnified Party of any reasonable, actual, substantiated out-of-pocket expense incurred in providing the requested information or cooperation.
- e. If the Indemnifying Party accepts the tender of defense of an Indemnified Claim, with or without reservation, the Indemnifying Party will:
 - (1) promptly notify the Indemnified Party of the acceptance of the tender of defense of the Indemnified Claim.
 - (2) control the investigation, defense, settlement and satisfaction of the Indemnified Claim, including, without limitation, the selection of licensed, qualified and reputable attorneys and expert witnesses and all decisions over settlement and litigation strategy. The Indemnifying Party must act in good faith in exercising control over the investigation, defense, settlement and satisfaction of the Indemnified Claim.
 - (3) Provide information reasonably requested by the Indemnified Party regarding the investigation, defense, settlement and satisfaction of the Indemnified Claim
- f. An Indemnifying Party, acting in good faith, may settle an Indemnified Claim for which it is responsible under this Agreement involving infringement on the intellectual property of a third-party by: (1) obtaining a license from the third-party allowing the required use of its intellectual property; (2) modifying a product, equipment or process in a manner which avoids infringing on the intellectual property of the third-party; or (3) voluntarily withdrawing the infringing product from the market and either refunding the amount paid by the Indemnified Party for the infringing product or replacing the infringing product with a non-infringing product.
- g. The Parties may disagree on whether a claim is an Indemnified Claim under this Agreement, which Party should be considered the Indemnifying Party and Indemnified Party for an Indemnified Claim or whether each Party is partially liable for an Indemnified Claim and how liability for such an Indemnified Claim should be allocated between them. In these and other circumstances in which an actual or potential conflict of interest exists or arises between the Parties with regards to an alleged or agreed upon Indemnified Claim that would preclude their joint representation by a single defense counsel, the Parties will endeavor in good faith to attempt to resolve the conflict. If the Parties are able to resolve the actual or potential conflict of interest, the Parties will memorialize the agreed upon resolution in a written joint defense agreement signed by officers of each Party and their joint defense counsel. If the Parties are unable to resolve the actual or potential conflict of interest, each Party may independently and separately investigate, defend, settle and satisfy the claim subject to their right to pursue payment or reimbursement for costs incurred in doing so from the other Party as provided in this Agreement.

8. Insurance. During the Term of this Agreement, each Party will maintain the following minimum types and amounts of insurance coverage during the Term of this Agreement:

- a. **Commercial General Liability Insurance.** Occurrence based coverage with a combined single limit of at least \$10,000,000 per occurrence and in the aggregate for premises and operations; products and completed operations; contractual liability coverage for indemnities of a Party contained within this Agreement; broad form property damage (including completed operations); explosion, collapse and underground hazards; and personal injury. *Requires additional insured endorsement and waiver of subrogation endorsement.*

- b. **Automobile Liability Insurance.** Occurrence based coverage with a combined single limit of at least \$10,000,000 per occurrence and in the aggregate for owned, non-owned, and hired automotive equipment of the Party. *Requires additional insured endorsement and waiver of subrogation endorsement.*
- c. **Workers' Compensation Liability Insurance.** Occurrence based coverage providing benefits in the minimal amount required by Applicable Law for workplace and work related injuries and illnesses to the employees of a Party, including, without limitation, Workers Compensation Acts of applicable U.S. States, the U.S. Longshoremen's and Harbor Workers Compensation Act and the U.S. Jones Act. *Requires alternate employer endorsement and waiver of subrogation endorsement.*
- d. **Employers' Liability Insurance.** Occurrence based coverage with a limit of at least \$10,000,000 per occurrence or any greater limits set by Applicable Law workplace and work related injuries and illnesses to the employees of a Party. *Requires waiver of alternate employer endorsement.*
- e. **Property Insurance.** Coverage providing "all risk" property insurance at the replacement value of the machinery, equipment, fixtures, tools, materials and other property of the Party. "All risk" coverage will include, by way of example and not limitation, loss or damage resulting from earthquakes, floods, wind, fire or other natural or weather-related phenomenon. *Requires waiver of subrogation endorsement.*

All insurers of a Party on such policies must have at all times an A.M. Best financial rating of at least "A-Minus VII". An insuring Party may satisfy the required minimum amounts of insurance through a primary policy and one or more excess policies. All insurance of an insuring Party must be "primary and non-contributory" with respect to any insurance that the other Party may maintain, but only with respect to the negligence or other legal liability of the insuring Party.

An insuring Party must deliver the following written evidence of the required insurance coverage to the other Party (Attention: Risk Management), or its designated insurance monitoring service, within ten (10) of written request and at least thirty (30) days in advance of the expiration of a then current policy term (if a declaration or endorsement is not available from an insurer at the time requested or required, an insuring Party will provide them as soon as the declaration or endorsement is available from the insurer):

- i. Certificate of insurance confirming that the required insurance coverage and minimal limits are met for the extended, renewed or replacement policy term.
- ii. Declaration pages of insurance policy (or a copy of the binder until the declaration pages are available) confirming that the required insurance coverage and minimal limits are met for the extended, renewed or replacement policy term.
- iii. Copies of additional insured endorsements required for applicable policies in the name and for the benefit of: "[NAME OF OTHER PARTY], its parent, subsidiaries and affiliates; any lessors of the foregoing and any mortgagees, deed of trust beneficiaries and secured creditors of such lessors; and any successors and assignees of all of the foregoing."
- iv. Copies of alternate employer endorsements and waiver of subrogation endorsements required for applicable policies in the name and for the benefit of: "[NAME OF OTHER PARTY], its parent, subsidiaries and affiliates; any lessors of the foregoing and any mortgagees, deed of trust beneficiaries and secured creditors of such lessors; and any successors and assignees of all of the foregoing."

A Party may maintain any level of deductible on required insurance coverage allowed by Applicable Law. A Party may also self-insure any of the required insurance coverage, in whole or in part, if allowed by Applicable Law during any period that the Party maintains a tangible net worth in excess of \$100 million USD and maintains a professionally managed and adequately reserved for and funded self-insurance program.

9. Limitations on Liability.

- a. **Disclaimer of Representations and Warranties.** Each Party: (1) disclaims all representations and warranties regarding its products, performance, supplied information or business, whether oral or written, express or implied, arising by operation of law or otherwise, including, without limitation, the implied warranty of merchantability and the implied warranty of fitness for a particular purpose, other than those express representations and warranties of the Party in this Agreement; (2) acknowledges that the Party has not relied on, and will not rely on, any representations and warranties of the other Party regarding its products, performance, supplied information or business, whether oral or written, express or implied, arising by operation of law or otherwise, other than those express representations and warranties of the other Party in this Agreement; and (3) waives any claim that the Party may have based, in whole or in part, on any representations and warranties of the other Party regarding its products, performance, supplied information or business, whether oral or written, express or implied, arising by operation of law or otherwise, other than those express representations and warranties of the other Party in this Agreement. Notwithstanding the foregoing, Buyer is entitled to rely on (i) the descriptive information in transaction documents issued by either Party in the ordinary course of business during the Term identifying the ordered Products (e.g., the type and quantity of ordered products and scheduled date and location for delivery) and (ii) FDA guaranty letters and other similar written assurances in Seller's standard forms certifying that a product complies with Applicable Laws issued by Seller to Buyers and other U.S. customers in the ordinary course of business during the Term.
- b. **Exclusion of Indirect Damages; Waiver of Claim for Insured Damage or Loss.** A Party that breaches this Agreement will only be liable to the other Party for direct damages arising from the breach. Each Party waives any right to recover consequential, incidental, indirect, exemplary, punitive or any other types of indirect damages from the other Party for a breach of this Agreement. Notwithstanding the preceding sentences, this Subsection will not limit the liability of a Party for any amount or type of damages for: (1) the defense and indemnification of an Indemnified Claim on which the Party is the Indemnifying Party; (2) infringement by the Party on the intellectual property of the other Party; (3) the unauthorized disclosure or use by the Party of the Confidential Information of the other Party; (4) payment or reimbursement of any amount expressly required to be paid or reimbursed by the Party under a provision of this Agreement; or (5) the intentional misconduct of the Party in violation of Applicable Laws.
- c. **Force Majeure.** A Party will not be considered in breach of this Agreement or liable to the other Party for any interruption or delay in performance under this Agreement to the extent caused by an event outside of the ability of the performing Party to foresee and avoid with the exercise of commercially reasonable efforts (such an event is referred to at times as an event of "**Force Majeure**"). Examples of events of Force Majeure include, without limitation: natural disasters; war; acts of terrorism; government action; accident; strikes, slowdowns and other labor disputes; shortages in or inability to obtain material, equipment, transportation or labor; any breach, negligence, criminal misconduct or other act or omission of any third-party; fire or other insured or uninsured casualty. A Party whose performance is interrupted or delayed by an event of Force Majeure will be excused from the interruption or delay in performance during the event of Force Majeure and for a commercially reasonable period of additional time after the event of Force Majeure that the Party needs to recover from the event of Force Majeure and restore performance. Notwithstanding the foregoing, a Party will only be excused for an interruption or delay in performance under this Subsection for an event of Force Majeure only if the Party (1) promptly notifies the other Party of the event of Force Majeure and provides information reasonably requested by the other Party regarding the event of Force Majeure, the efforts undertaken by the

Party to foresee and avoid interruption or delay in its performance before the occurrence of the event, to mitigate interruption or delay in performance during the event, and to recover from and restore performance following the event; and (2) the Party exercises commercially reasonable efforts to mitigate, recover from and restore performance following the event of Force Majeure. During, and while recovering from and restoring performance following, an event of Force Majeure, Seller will act in good faith in allocating its available manufacturing capacity to supply products to Buyer under this Agreement and any products to other customers of Seller. If an event of Force Majeure interrupts or delays Seller from supplying a product to Buyer under this Agreement in the quantities and timetable required by Buyer, Buyer may cancel any unfilled orders for the product with Seller and procure the required quantities of the product from one or more other sources until Seller has recovered from and restored its ability to perform following the event of Force Majeure. If the interruption or delay in the supply of a product to Buyer under this Agreement caused by an event of Force Majeure has exceeded, or is reasonably likely to exceed, thirty (30) days, Buyer may enter into longer term supply agreements or make other arrangements to procure the required quantities of the product from one or more other sources for a duration and on terms acceptable to Buyer in its good faith discretion. In such a circumstance, Buyer will not have to resume purchasing the product from Seller under this Agreement until Seller has recovered from and restored its ability to perform following the event of Force Majeure and the longer term agreements or other arrangements have expired or Buyer is able to end them without liability. This Subsection will not excuse nor extend a deadline by which a Party must pay an amount owed under this Agreement or Applicable Law or by which a Party must exercise any right or remedy under this Agreement or Applicable Law.

10. Confidential Information and Other Intellectual Property.

- a. The Parties anticipate exchanging Confidential Information (as defined in in the next Subsection) over the Term of this Agreement for the purpose of negotiating and entering into Purchase Schedules and amendments to this Agreement, transacting business with one in accordance with this Agreement and exercising their rights and performing their obligations under this Agreement (collectively referred to as the "Authorized Purpose").
- b. The phrase "Confidential Information" means information meeting all of the following criteria:
 - 1) The information is a trade secret or other non-public, proprietary information owned by a Party or its direct and indirect subsidiaries under Applicable Law (this Party is referred to at times in this Section as the "Disclosing Party"); and
 - 2) The other Party (referred to at times in this Section as the "Receiving Party") requests such information from the Disclosing Party for the Authorized Purpose during the Term (i.e., neither Party wants *unsolicited* Confidential Information from the other Party); and
 - 3) The Disclosing Party discloses such requested information to the Receiving Party during the Term either labelled as "Confidential" or words of similar intent, or describes the disclosed information in reasonable detail in a written notice to the Receiving Party delivered, either at the time of disclosure or within five (5) days of disclosure. If a Disclosing Party neglects to label or deliver timely written notice to the Receiving Party identifying the disclosed information as confidential in nature, the disclosed information will only be treated as Confidential Information under this Agreement if the Disclosing Party is able to demonstrate by clear and convincing evidence that the Receiving Party knew that the disclosed information was a trade secret or other non-public, proprietary information of the Disclosing Party at the time of disclosure.

The criteria in Clause (2) and Clause (3) will not apply to Confidential Information of a Disclosing Party observed or heard by a Receiving Party in a plant, warehouse, facility or system of the Disclosing Party. The existence and terms of this Agreement, and the existence, nature and extent of the business relationship between the Parties, will be considered the Confidential Information of each Party.

- c. The phrase “Confidential Information” also means the Know-How of a Disclosing Party and its direct and indirect subsidiaries that a Receiving Party and its direct and indirect subsidiaries learned of, acquired or otherwise used prior to the Effective Date. The phrase “Know-How” means trade secret and other confidential, proprietary information of a Party or its Affiliate concerning the manufacture, storage, packaging, marketing, sale and delivery of its products. Examples of Know-How may be in the form of drawings, equipment specifications, formulae, formulations, guidelines, manuals, methods, plans, policies, procedures, processes, properties and applications of raw materials and products, tools, dies and molds. A Receiving Party and its direct and indirect subsidiaries may continue to use the Know-How of the Disclosing Party and its direct and indirect subsidiaries in the possession of the Receiving Party and its direct and indirect subsidiaries as of the Effective Date for the Authorized Purpose and in connection with the operation of the business of the Receiving Party and its direct and indirect subsidiaries. Nothing in this Subsection or any other provisions of this Agreement will obligate a Party to disclose or license the use of its Know-How of any kind and in any form arising, discovered, acquired or developed after the Effective Date to the other Party.
- d. The phrase “Confidential Information” does **not** include, and there will not be any duties of confidentiality or other restrictions under this Agreement for, the following types of information:
- (1) Information which is or becomes available as part of the public domain through any means other than as a result of a breach of this Agreement by the Receiving Party; or
 - (2) Information, other than Know-How received prior the Effective Date, which is known to the Receiving Party before the disclosure of the same information by the Disclosing Party; or
 - (3) Information which is or becomes available to the Receiving Party from a third-party who is not under any duty to preserve the confidentiality of such information; or
 - (4) Information which is furnished by the Disclosing Party to a third-party without imposing any duty on the third-party to preserve the confidentiality of such information; or
 - (5) Information which is independently developed by the Receiving Party without the use of or reliance on any trade secret or other non-public, proprietary information provided by the Disclosing Party as Confidential Information under this Agreement or under any prior agreement between the Parties; or
 - (6) Information that ceases to be a trade secret or other non-public, proprietary information of the Disclosing Party under applicable law through any means other than those enumerated above that does not involve nor result from a breach of this Agreement by the Receiving Party.
- e. A Party may request and disclose Confidential Information in any form or medium. Confidential Information may include, without limitation, information concerning the assets, liabilities, financing, financial statements, ownership, goods, services, customers, suppliers, marketing, manufacturing, equipment, software, technology, supply chain, business strategies, plans, models, policies, methods, processes, formulae, specifications, drawings, schematics, software and technical know-how of a Disclosing Party. A Receiving Party will take all commercially reasonable actions required to safeguard the Confidential Information of a Disclosing Party in the possession of such Receiving Party against the unauthorized disclosure or use of the Confidential Information by other persons. A Receiving Party will promptly notify the Disclosing Party if the Receiving Party learns of any unauthorized disclosure or use of the Confidential Information of the Disclosing Party by any

person. A Receiving Party will cooperate in good faith with the Disclosing Party to prevent any unauthorized disclosure or use of the Confidential Information of the Disclosing Party by any person.

- f. A Receiving Party will not disclose nor use the Confidential Information of a Disclosing Party except as follows:
- (1) A Receiving Party may disclose Confidential Information of a Disclosing Party on a “*need to know*” basis to the Representatives of the Receiving Party who require such information for the Authorized Purpose and in order for the Receiving Party and its Affiliates to comply with Applicable Laws, accounting standards and securities exchange requirements. Before making such a disclosure, the Receiving Party will advise the Representatives of the confidential nature of the information being shared and ensure that duties and restrictions are, or have been, imposed on the Representatives receiving the Confidential Information similar to those imposed on the Receiving Party under this Agreement. A Receiving Party will be liable for any breach of this Agreement by its Representatives. An “Affiliate” of a Party means a legal entity that owns and controls, or is owned and controlled by, or is under common ownership and control with, a Party (other than the other Party or any of its direct and indirect subsidiaries), with ownership and control of a legal entity being determined by the ownership of the majority voting interest in the legal entity. A “Representative” means the Affiliates of a Party and the directors, officers, managers, employees, accountants, attorneys, auditors and other agents and consultants of a Party and its Affiliates.
 - (2) A Receiving Party may disclose Confidential Information of a Disclosing Party to a court, governmental entity or any other person in order for the Receiving Party and its Affiliates to comply with Applicable Laws, accounting standards and securities exchange requirements. If legally permissible and reasonably possible, a Receiving Party will notify the Disclosing Party prior to disclosing its Confidential Information pursuant to this Section and cooperate in good faith with any lawful efforts by the Disclosing Party to avoid or limit the disclosure of its Confidential Information. A Receiving Party will not be obligated to incur any liability, expense or risk in extending such cooperation to a Disclosing Party. Based on legal advice of its attorney, a Receiving Party may disclose the Confidential Information of the Disclosing Party by any deadline established under an Applicable Law, accounting standard and securities exchange requirement.
 - (3) A Receiving Party may disclose and use the Confidential Information of a Disclosing Party to enforce or interpret this Agreement or any other agreement with the Disclosing Party in any arbitration, court or other legal proceeding. A Receiving Party may disclose and use this Confidential Information of a Disclosing Party to defend the Receiving Party or its Affiliates or their respective Representatives in any arbitration, court or other legal proceeding. In either circumstance, the Receiving Party will ensure that a protective order, agreement or other mechanism is in place to preserve the confidentiality of the Confidential Information.
 - (4) A Receiving Party and its Representatives may disclose and use the Confidential Information for any other purpose consented to by a Disclosing Party in a written notice signed by an officer of the Disclosing Party delivered to the Receiving Party.
- g. In disclosing its Confidential Information to a Receiving Party, a Disclosing Party represents, warrants and covenants to the Receiving Party that:
- (1) The Disclosing Party owns and has the right to disclose and authorize the use of Confidential Information as provided in this Agreement.

- (2) The Receiving Party and its Representatives may use the Confidential Information of the Disclosing Party for the Authorized Purpose and other limited purposes provided in this Agreement.
- (3) The Disclosing Party will indemnify, defend and hold harmless the Receiving Party and its Representatives against any claim of a third-party that the disclosure and use of the Confidential Information of the Disclosing Party as provided in this Agreement infringes on a patent, trademark, copyright, trade secret or other intellectual property of the third-party registered in or otherwise recognized and enforceable under Applicable Laws.

Except for the limited representations and warranties in this Section, a Disclosing Party disclaims all other representations and warranties of any kind related to its Confidential Information, whether express, implied or arising by operation of law, including the disclaimer, without limitation, of any representation and warranties concerning merchantability, fitness for a particular purpose, truth, accuracy or completeness.

h. The rights and obligations of the Parties under this Section with regards to disclosed Confidential Information will continue:

- (1) Until the earlier of (i) sixty (60) months from the date of disclosure to a Receiving Party or (ii) the date such information ceases to be considered Confidential Information under this Agreement, for Confidential Information that is not a trade secret of a Disclosing Party under Applicable Law; and
- (2) Until Confidential Information that is a trade secret of a Disclosing Party under Applicable Law ceases to be a trade secret of the Disclosing Party under Applicable Law.

i. A Receiving Party will return or destroy all forms of Confidential Information of the Disclosing Party in the custody of the Receiving Party and its Representatives within ten (10) days of receipt of a written request from the Disclosing Party and after the expiration or earlier termination of this Agreement. This will include, without limitation, all copies, records, documents and other information representing, comprising, containing, referencing or created based on Confidential Information of the Disclosing Party. Notwithstanding the foregoing, a Receiving Party and its Representatives may retain copies of Confidential Information of the Disclosing Party which (x) the Receiving Party and its Representatives are required to retain to comply with Applicable Laws, accounting standards and security exchange requirements (but only for the duration and in the manner so required for this limited purpose); or (y) have been archived in electronic form by the Receiving Party and its Representatives and which would be unduly burdensome for the Receiving Party and its Representatives to have to search for and delete the Confidential Information of the Disclosing Party.

j. Except for the limited right to disclose and use Confidential Information of a Disclosing Party for the Authorized Purpose and other purposes provided in the this Section and except for any license of intellectual property granted by a Disclosing Party to the Receiving Party in a Purchase Schedule, this Agreement does not grant a Receiving Party or its Representatives any right, title, interest or ownership in the Confidential Information of the Disclosing Party nor in any patent, trademark, copyright or other intellectual property of the Disclosing Party. As between the Parties during the Term, to be effective, the grant of any right, title, interest and ownership in and to any Confidential Information of Party or in an patents, trademarks, copyrights and other intellectual property of the Party must be in writing and signed by the chief executive officers of the Parties. During the Term, a Party will not develop intellectual property for, on behalf of, or in collaboration with, the other Party unless the Parties have entered into a Purchase Schedule or other separate written agreement signed by an officer of each Party.

11. Dispute Resolution.

- a. **Negotiation.** If a Party believes that the other Party has breached this Agreement or if there is a dispute between the Parties over the interpretation of this Agreement (a “Dispute”), the Parties will endeavor to resolve the Dispute through good faith negotiation for a period of thirty (30) days after a Party notifies the other Party of the Dispute and before either Party requests mediation or files litigation to resolve the Dispute.
- b. **Mediation.** If the Parties have been unable to resolve a Dispute through good faith negotiation as provided in the prior Subsection, a Party may request that the Parties attempt to resolve the Dispute through mediation by notifying the other Party with a copy to JAMS. The Parties will attempt to select a mutually acceptable JAMS mediator within ten (10) days of the notice requesting mediation. The mediation will be held in Lake County or Cook County, Illinois within thirty (30) days of the notice requesting mediation before a JAMS mediator and in compliance with JAMS mediation guidelines. Each party will bear its own costs in preparing for and participating in the mediation and one-half of the fees and expenses charged by JAMS for conducting the mediation.
- c. **Litigation.** If the Parties have been unable to resolve a Dispute through mediation as provided in the prior Subsection, a Party may file litigation against the other Party in a court of competent jurisdiction in the United States of America. With respect to litigation involving only the Parties or their Affiliates, the Parties irrevocably consent to the exclusive personal jurisdiction and venue of the U.S. federal and Illinois state courts of competent subject matter jurisdiction located in Lake County, Illinois or Cook County, Illinois and their respective higher courts of appeal for the limited purpose of resolving a Dispute, and the Parties waive, to the fullest extent permitted by law, any defense of inconvenient forum. The Parties waive any right to trial by jury as to any Disputes resolved through litigation. Notwithstanding the foregoing, a Party may file litigation to resolve a Dispute without undergoing either negotiation or mediation as provided in the prior Subsections for any Dispute involving: (i) infringement on intellectual property; (ii) the unauthorized use or disclosure of Confidential Information; or (iii) a request for a temporary restraining order, a preliminary or permanent injunction or any other type of equitable relief.
- d. **Remedies.** Except as expressly limited in the preceding Subsections and the other provisions in this Agreement, a Party may immediately exercise any rights and remedies available to the Party under Applicable Law upon a breach of this Agreement by the other Party. A Party will not suspend performance under or terminate this Agreement or any accepted purchase order for a product being purchased and sold under this Agreement unless: (1) the other Party is in material breach of this Agreement and has either refused to cure the material breach or has failed to cure the material breach within thirty (30) day of its receipt of written notice of the failure; and (2) the Parties have been unable to resolve the Dispute related to the material breach through negotiation or mediation, or the breaching Party has refused or failed to attempt to resolve the Dispute through negotiation or mediation, as provided in this Section. Notwithstanding the foregoing, a Party may suspend performance or terminate this Agreement or any accepted purchase order for a product being purchase and sold under this Agreement immediately on written notice to the other Party, and without providing the other Party an opportunity to cure the material breach or attempting to resolve a Dispute over the material breach by negotiation or mediation as provided in this Section, for a material breach by the other Party involving substantial harm to the reputation, goodwill and business of the non-breaching Party that cannot reasonably be avoided or fully redressed by providing the other Party an opportunity to cure the material breach.
- e. **Late Fees and Collection Costs.** If Buyer fails to pay Seller an amount owed under this Agreement by the invoice due date, then Buyer will owe Seller: (i) the delinquent amount; and (ii) a late payment fee equal to two percent (2%) of the delinquent amount for each full or partial calendar month past the invoice due date that the delinquent amount remains unpaid. In addition, if Seller has to file

litigation to collect the amount owed and Seller prevails in the litigation, Buyer will reimburse Seller for actual, reasonable, substantiated out-of-pocket expenses incurred by Seller in collecting the delinquent amount and accrued late payment fees on the delinquent amount. Under no circumstance will the late payment fee payable to Seller exceed the amount that a creditor may lawfully impose on a debtor on a delinquent amount under Applicable Law.

12. **Miscellaneous.**

- a. **Entire Agreement.** This Agreement, including its appended Exhibits and Purchase Schedules entered into during the Term, constitutes the entire agreement between the Parties with respect to the sale of products by Seller to Buyer and the purchase of products by Buyer from Seller. This Agreement supersedes all prior and simultaneous representations, discussions, negotiations, letters, proposals, agreements and understandings, whether written or oral, with respect to this subject matter. This Agreement will not be binding on either Party unless and until signed by the chief executive officers of each Party. No handwritten or other addition, deletion or other modification to the printed portions of this Agreement will be binding upon either Party to this Agreement.
- b. **Amendments.** A Party may not amend nor supplement the terms and conditions in this Agreement through the inclusion of additional or different terms and conditions in any quotation, purchase order, invoice, bill of lading, letter, email or other document or communication. This Section does not prevent the reliance on the descriptive information in transaction documents identifying the ordered Products (e.g., the type and quantity of ordered products and scheduled date and location for delivery). No amendment of this Agreement will be valid or effective unless made in writing and signed and exchanged by the chief executive officers of the Parties. A Party may approve or reject a request for an amendment in its sole and absolute discretion.
- c. **Waiver.** The failure of either party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights shall not operate as a continuing waiver of such rights. No right or obligation under this Agreement will be considered to have been waived by a Party unless such waiver is in writing and is signed by an officer of the waiving Party and delivered to the other Party. No consent to or waiver of a breach by either Party will constitute a consent to, waiver of, or excuse for any other, different, or subsequent breach by such Party.
- d. **Governing Law.** This Agreement and all claims or causes of action arising out of or related to this Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the State of Illinois and the United States of America, without giving effect to its principles or rules of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods will not govern or otherwise be applicable to this Agreement.
- e. **Severability.** If any term of provision of this Agreement, or the application thereof shall be found invalid, void or unenforceable by any government or governmental organization having jurisdiction over the subject matter, the remaining provisions, and any application thereof, shall nevertheless continue in full force and effect.
- f. **Assignment.** This Agreement, its rights and obligations, is not assignable or transferable by either Party, in whole or in part, except with the prior written consent of the other Party, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either Party may transfer and assign this Agreement to any of its affiliates or in connection with any merger, consolidation or sale of assets without the other Party's prior consent provided (a) that any such assignment will not result in the assigning Party being released or discharged from any liability under this Agreement, and (b) the purchaser/assignee will expressly assume all obligations of the assigning Party under this Agreement. The assigning Party will provide the other Party with written

notice of such assignment prior to or promptly following the effective date of such assignment. A change of control shall be deemed an assignment requiring consent hereunder provided that any transfer or assignment that results in Seller's and Buyer's current common parent, Reynolds Group Holdings Limited, ceasing to control either party shall not require consent of the other party. The restrictions in this Section will not preclude a Party for authorizing an Affiliate to purchase or sell a product on behalf of a Party under this Agreement. Subject to the foregoing, all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assignees of the respective Parties.

- g. *Third Party Beneficiaries.*** Except as otherwise provided in a Purchase Schedule, there are no intended third-party beneficiaries of this Agreement.
- h. *Good Faith and Cooperation.*** Except where this Agreement states that a Party may expressly exercise a right or render a decision in its "sole and absolute discretion", a Party will exercise its rights under this Agreement in its good faith business judgment. A Party will perform its obligations under this Agreement in a commercially reasonable manner consistent with industry practices and in compliance with Applicable Law. A Party will promptly take such actions, provide such information and sign such documents as the other Party may reasonably request to obtain the benefits and exercise the rights granted, and to perform the obligations imposed, under this Agreement.
- i. *Notices.*** Any notice required or permitted to be provided by a Party under this Agreement will be made to the notice address of the receiving Party set forth below or to an alternate notice address later designated by the receiving Party in accordance with this Subsection. Notices will be effective upon actual receipt by the receiving Party. An emailed notice will be effective against a receiving Party only if the Receiving Party acknowledge receipt of the emailed notice in a return notice to the notifying Party. A receiving Party agrees to acknowledge receipt of an email notice in good faith promptly following receipt. A Party may change its address for notice by giving notice to the other party Pursuant to this Subsection.

Address for notice to Buyer:

Pactiv LLC
1900 West Field Court
Lake Forest, IL 60045
Attn: John McGrath, Chief Executive Officer
Email: jmcgrath@pactiv.com

For any notice concerning default or termination, with a copy to:

Pactiv LLC
1900 West Field Court
Lake Forest, IL 60045
Attn: Steven R. Karl, General Counsel
Email: skarl@pactiv.com

Address for notices to Seller:

Reynolds Consumer Products LLC
1900 W. Field Court
Lake Forest, IL 60045
Attention: Lance Mitchell, Chief Executive Officer
Email: Lance.Mitchell@@ReynoldsBrands.com

For any notice concerning default or termination, with a copy to:

Reynolds Consumer Products LLC
1900 W. Field Court
Lake Forest, IL 60045
Attention: David Watson, General Counsel
Email: David.Watson@ReynoldsBrands.com

- j. *Independent Contractors.*** The relationship of the Parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to: (a) give either Party the power to direct and control the day-to-day activities of the other Party, (b) establish the Parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking, or (c) allow a Party to bind the other Party in any manner or otherwise create or assume any obligation on behalf of the other Party for any purpose whatsoever. A Party will not be considered an agent of the other Party.
- k. *Non-Exclusive Supply Relationship.*** Except as may be provided in a Purchase Schedule, the Agreement is not evidence of, nor does it create, any form of exclusive supply relationship between the Parties concerning the purchase and sale of products. Except as may be provided in a Purchase Schedule and for the types and quantities of products in an accepted purchase order, nothing in the Agreement obligates a Party to sell or purchase any specified volume, market share or other minimum level of products during the Term.
- l. *Construction.*** Unless the context otherwise requires, the following rules of construction will be applied to in the interpretation of the Agreement: (1) Headings are for convenience only and do not affect interpretation; (2) Singular includes the plural and vice-versa; (3) Gender includes all genders; (4) If a word or phrase is defined, its other grammatical forms have a corresponding meaning; (5) The meaning of general words is not limited by specific examples introduced by “includes”, “including” or “for example” or similar expressions; (6) The word “person” includes an individual, corporation, company, trust, partnership, limited partnership, unincorporated body, joint venture, consortium or other legal entity; (7) A reference in any Purchase Schedule or Exhibit to an Article, Section, Subsection or Clause is a reference to an Article, Section, Subsection or Clause in that Purchase Schedule or Exhibit unless otherwise identified; (8) Reference to a Purchase Schedule or Exhibit is a reference to a Schedule, Exhibit described, appended or otherwise identified in this Agreement; (9) A reference to conduct includes, without limitation, an omission, statement or undertaking, whether or not in writing; (10) A reference to a third-party is a reference to a person who is not a Party to this Agreement; (11) Where a period of time is specified for the performance of any act and dates from a given day or the day of an act or event, the period shall be exclusive of that date; and (12) the Parties agree that the Agreement is the product of negotiation between sophisticated parties and individuals, all of whom were or have been given the opportunity to be represented by counsel, and each of whom had an opportunity to participate in, and did participate in, negotiation of the terms hereof. Accordingly, the Parties acknowledge and agree that the Agreement is not a contract of adhesion and that ambiguities in the Agreement, if any, shall not be construed strictly or in favor of or against either Party, but rather shall be given a fair and reasonable construction.
- m. *Execution.*** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against the Party whose signature appears thereon, but all of which taken together shall constitute but one and the same instrument. Acceptance of this Agreement may be made by e-mail, mail or other commercially reasonable means showing the signatures of the chief executive officers of the Parties.

In witness whereof, Seller and Buyer have executed this Master Supply Agreement as of the Effective Date.

REYNOLDS CONSUMER PRODUCTS LLC, as Seller

By: //s// Lance Mitchell
Lance Mitchell
Chief Executive Officer

PACTIV LLC, as Buyer

By: //s// John McGrath
John McGrath
Chief Executive Officer

MASTER SUPPLY AGREEMENT

MASTER SUPPLY AGREEMENT (the “Agreement”) dated November 1, 2019 (the “Effective Date”) between **REYNOLDS CONSUMER PRODUCTS LLC**, a Delaware limited liability company with its headquarters at 1900 West Field Court, Lake Forest, IL 60045 (“Buyer”), and **PACTIV LLC**, a Delaware limited liability company with its headquarters at 1900 West Field Court, Lake Forest, IL 60045 (“Seller”). Seller and Buyer are referred to individually at times as a “Party” and collectively at times as the “Parties”.

BACKGROUND

- A. Seller sells various types of products used in the consumer and food service markets.
- B. Buyer sells various types of products, including certain products of the type made by Seller, to its customers.
- C. The Parties are entering into this Agreement to establish the terms and conditions under which Seller may agree to sell specific products to Buyer, and Buyer may agree to purchase specific products from Seller for later resale by Buyer to its business customers.

AGREEMENT

1. **Term.** The “Term” of this Agreement will commence on the Effective Date and will end on the earlier of: (a) the first anniversary of the expiration date of the last Purchase Schedule (as defined in this next Section); (b) a termination date elected by a Party in a written notice delivered to the other Party any time after the expiration of the last Purchase Schedule; or (c) a termination date elected by a Party in a written notice delivered to the other Party as provided in Subsection 11(d) of this Agreement. The rights and obligations of the Parties under this Agreement will survive the expiration or earlier termination of this Agreement with respect to any (i) products purchased and sold under this Agreement during the Term and products sold after the Term for orders accepted during the Term; (ii) Confidential Information (as defined in Section 10 of this Agreement) disclosed or received by a Party during the Term; (iii) breach of this Agreement by a Party; (iv) any other statement, decision, act or omission of a Party concerning or related to this Agreement; (v) any Dispute (as defined in Section 11 of this Agreement) between the Parties concerning or related to this Agreement; (vi) products and other materials manufactured or maintained by Seller in inventory for sale to Buyer that Buyer is obligated to purchase under a Purchase Schedule; and (vii) any provision that expressly states that it will survive the expiration or earlier termination of this Agreement.

2. **Scope.** This Agreement will apply to all products sold by Seller to Buyer, and all products purchased by Buyer from Seller, during the Term unless the Parties expressly agree that this Agreement will not apply to a particular type of transaction in a separate written document signed by an officer of each Party. This Agreement will not require Seller to sell any type or quantity of a product to Buyer, nor will this Agreement required Buyer to purchase any type or quantity of a product from Seller, except as expressly provided by the Parties in a Purchase Schedule. The phrase “Purchase Schedule” will mean a written supplement to this Agreement signed by an officer of each Party which references this Agreement and which identities, among other terms and conditions, the specific types and quantities of products that will be purchased and sold by the Parties on terms and conditions in the schedule, the specifications for the identified products, the duration of the commitment period during which the Parties will be obligated to purchase and sell the identified products on the terms and conditions in the schedule, the prices of the identified products, any mechanisms for adjusting the prices of the identified products over the commitment period, and the facilities at which the identified products will be manufactured, stored and delivered by Seller. The Parties may add terms and conditions to, and amend the terms and conditions of, this Agreement in a Purchase Schedule, but any additional and amended terms and conditions in a Purchase Schedule supplementing and modifying this Agreement will only apply the specific products identified in that Purchase Schedule for its duration.

3. Standard Operating Procedures. Over approximately the past eight years, the Parties have been supplying select Products to one another for use in the operation of their respective businesses within the United States of America, Canada and Mexico. The Parties developed and been following certain standard operating procedures in connecting with, among other topics, forecasting, production planning, ordering, delivering and resolving claims on the Products supplied to one another (the "Current SOPs"). The Parties will be updating their respective business systems over the next six months, and the updates to these business systems will require the Parties to modify the Current SOPs. Once the Parties have completed the updates to the business systems and agreed on the necessary modifications to the Current SOPs, the Parties will sign a written amendment to this Agreement appending the updated standard operating procedures (the "Updated SOPs"). Until the Parties have signed a written amendment appending the Updated SOPs, the parties will continue to follow the Current SOPs. The Parties will comply with the applicable SOPs in connection with the purchase and sale of products identified in a Purchase Schedule. The Parties may add terms and conditions to, and amend the terms and conditions of, the SOP in a Purchase Schedule, but any additional and amended terms and conditions in a Purchase Schedule supplementing and modifying the SOP will only apply the specific products identified in that Purchase Schedule for its duration.

4. Order and Priority of Interpretation. In the event of any conflict, inconsistency or ambiguity between two or more provisions in this Agreement, including the provisions in its Exhibits and Purchase Schedules, the provisions in the documents will govern, supersede and control over one another in the following order of priority: (1st) a Purchase Schedule with regards to the purchase and sale of the specific products identified in that Purchase Schedule for its duration; (2nd) the SOP; (3rd) any Exhibit to this Agreement but only with regards to specific subject matter of the Exhibit; and (4th) the main body of this Agreement prior to the signature page.

5. General Representations, Warranties and Covenants. A Party represents, warrant and covenants on the Effective Date and at all times during the Term that:

- a. The Party is formed, registered, licensed and operating its business in compliance with the laws of the United States of America, its states and territories, and any districts, municipalities and other political subdivisions of the foregoing ("Applicable Laws").
- b. The Party is operating its business in compliance with a commercially reasonable code of ethics adopted by such Party.
- c. The Party may enter into and perform its obligations under this Agreement without being in conflict with, or in breach of, any other agreement of the Party.
- d. The Party is solvent, is capable of paying its debts as and when they become due and is paying its debts as and when due.
- e. The Party is not the subject of a criminal investigation nor a defendant in any criminal indictment, petition, complaint or proceeding that carries a potential sentence involving incarceration in excess of one year for any director or executive officer of the Party involved in the alleged criminal misconduct or a fine in excess of \$100,000 USD.

A Party will promptly notify the other Party of any change in circumstance during the Term in which the Party is no longer in compliance with the foregoing general representations, warranties and covenants. An incident of actual, alleged or suspected non-compliance by a Party with a warranty under this Section being investigated, contested or corrected in good faith by the Party and which, regardless of outcome, will have no material adverse effect on the Party or its performance under this Agreement or on the other Party, will not be considered a breach of this clause. An incident of actual, alleged or suspected non-compliance by a Party of this Section or any other Section of this Agreement will be grounds for the other Party to demand adequate assurances of performance as provided by Section 2-609 of the Illinois Uniform Commercial Code. A Party will have ten (10) days to provide adequate assurances of performance to the other Party in a form acceptable to the other Party in its good faith discretion.

6. Specific Product Warranties. Seller represents and warrants to Buyer that each product sold under this Agreement will at the time of delivery to Buyer:

- a. Be in new, undamaged and unadulterated condition free of any defects in design, materials and manufacture. Seller is not making any representation or warranty under this clause with regards to the design of a product to the extent the design constitutes, incorporates or otherwise embodies intellectual property that Buyer has represented and warranted to Seller is owned by Buyer and which Buyer has licensed to Seller to manufacture the product for Buyer.
- b. Have been manufactured and stored by Seller at a plant (and, if applicable under a Purchase Schedule, a warehouse) of Seller approved in the applicable Purchase Schedule prior to its delivery to Buyer.
- c. Has been manufactured, packaged, labelled, sold and delivered by Seller, and may be sold by Buyer in interstate commerce, in compliance with Applicable Laws, including without limitation with food safety regulations issued by the United States Food and Drug Administration that are applicable to the product. Seller will not be in breach of this warranty because an Applicable Law prohibits, restricts or imposes a charge on a product in a district, municipality or other political subdivision of the United States of America or its states or territories.
- d. Comply with the written specifications for the product identified in the applicable Purchase Schedule.
- e. Be fit for the purpose of packaging, selling or use in consuming food subject to qualifications and instructions on the use of the product in the written specifications for the product identified in the applicable Purchase Schedule.
- f. Be conveyed by Seller to Buyer with good and marketable title free and clear of all liens, encumbrances and claims arising by, through or under Seller.
- g. Not infringe on any patent, trademark, copyright, trade secret or other the intellectual property of any third-party registered or otherwise recognized and enforceable under Applicable Law. Seller is not making any representation or warranty under this clause with regards to the design of a product to the extent the design constitutes, incorporates or otherwise embodies intellectual property that Buyer has represented and warranted to Seller is owned by Buyer and which Buyer has licensed to Seller to manufacture the product for Buyer.
- h. Comply with any additional representations and warranties of Seller regarding the product in the applicable Purchase Schedule.

If a Buyer receives a product that fails to conform to these representations and warranties, the sole remedies of Buyer for the breach of warranty will be to: (1) reject and return the non-conforming product to Seller for a refund or credit, or a replacement conforming product, in the manner and time period provided in the SOP; (2) obtain reimbursement from Seller for actual, reasonable, substantiated out-of-pocket expenses incurred by Buyer in the recovery, return or disposal of a non-conforming product that is the subject of a mandatory product recall required under Applicable Laws or a voluntary withdrawal declared by Seller or approved by Seller (such approval not to be unreasonably withheld, conditioned or delayed); and (3) obtain indemnification from Seller for any Indemnified Claim arising from or related to the non-conforming product as provided in Section 7.

7. Indemnification.

- a. A claim that a Party (referred to at times in this Section as an “Indemnifying Party”) is required to defend and indemnify the other Party (referred to at times in this Section as an “Indemnified Party”) under this Agreement is referred to at times in this Section as an “Indemnified Claim”. Defense and indemnification under this Section will include, without limitation, (1) paying or reimbursing the actual, reasonable, substantiated out-of-pocket expenses incurred in connection with the investigation, defense and settlement of any civil, criminal or administrative action, suit, arbitration, mediation, hearing, audit, investigation or other proceeding threatened or commenced against an Indemnified Party on an Indemnified Claim (e.g., fees and expenses of attorneys, accountants, auditors, investigators, consulting experts, testifying experts and other consultants; fees and expenses of an arbitrator or mediator; filing fees and costs imposed by any court, administrative agency or other tribunal; etc.), and (2) satisfying any judgment, award, order, lien, levy, fine, penalty or other sanction imposed against an Indemnified Party on an Indemnified Claim.
- b. Seller will defend and indemnify Buyer against: (1) any third-party claim for personal injury, damage to tangible property or other loss to the extent caused by any actual or alleged breach of this Agreement by Seller, including, without limitation, any product supplied by Seller which fails to conform to the representations and warranties in this Agreement; (2) any third-party claim for personal injury, damage to tangible property or other loss to the extent caused by any actual or alleged negligence or other legally culpable misconduct of Seller in the design, manufacture, storage, sale or delivery of any product sold by Seller under this Agreement or in the performance of other obligation of Seller under this Agreement; (3) any third-party claim for actual or alleged infringement of a product sold by Seller under this Agreement or its design, manufacture, storage, packaging, sale or delivery by Seller under this Agreement or in the performance of any other obligation of Seller under this Agreement (except to the extent that the infringement is based on intellectual property that that Buyer has represented and warranted to Seller that Buyer owns and that Buyer has licensed to Seller and that Seller has used in compliance with the license terms in supplying the product); (4) the threat or imposition of any fine, penalty or other sanction by a governmental authority on Buyer to the extent caused by any actual or alleged violation by Seller of Applicable Law; or (5) any other matter that Seller has agreed to defend and indemnify Buyer against under a Purchase Schedule.
- c. Buyer will defend and indemnify Seller against: (1) any third-party claim for personal injury, damage to tangible property or other loss to the extent caused by any actual or alleged breach of this Agreement by Buyer; (2) any third-party claim for personal injury, damage to tangible property or other loss to the extent caused by any actual or alleged negligence or other legally culpable misconduct of Buyer in the purchase, storage, repackaging, resale or delivery of any product purchased from Seller under this Agreement or in the performance of other obligation of Buyer under this Agreement; (3) any third-party claim for actual or alleged infringement of a product sold by Seller under this Agreement or its design, manufacture, storage, sale or delivery by Seller under this Agreement or in the performance of any other obligation of Seller under this Agreement to the extent based on intellectual property that that Buyer has represented and warranted to Seller that Buyer owns and that Buyer has licensed to Seller and that Seller has used in compliance with the license term in supplying the product; (4) the threat or imposition of any fine, penalty or other sanction by governmental authority on Seller to the extent caused by any actual or alleged violation by Buyer of Applicable Law; or (5) any other matter that Buyer has agreed to defend and indemnify Seller against under a Purchase Schedule.
- d. As a condition of receiving defense and indemnification under this Section for an Indemnified Claim, the Indemnified Party must:
 - (1) notify and tender the defense of an Indemnified Claim to the Indemnifying Party promptly after the Indemnified Party learns of the Indemnified Claim; and

- (2) provide information and cooperation reasonably requested by the Indemnifying Party in the investigation, defense, settlement and satisfaction of the Indemnified Claim. An Indemnifying Party will reimburse the Indemnified Party of any reasonable, actual, substantiated out-of-pocket expense incurred in providing the requested information or cooperation.
- e. If the Indemnifying Party accepts the tender of defense of an Indemnified Claim, with or without reservation, the Indemnifying Party will:
 - (1) promptly notify the Indemnified Party of the acceptance of the tender of defense of the Indemnified Claim.
 - (2) control the investigation, defense, settlement and satisfaction of the Indemnified Claim, including, without limitation, the selection of licensed, qualified and reputable attorneys and expert witnesses and all decisions over settlement and litigation strategy. The Indemnifying Party must act in good faith in exercising control over the investigation, defense, settlement and satisfaction of the Indemnified Claim.
 - (3) Provide information reasonably requested by the Indemnified Party regarding the investigation, defense, settlement and satisfaction of the Indemnified Claim
- f. An Indemnifying Party, acting in good faith, may settle an Indemnified Claim for which it is responsible under this Agreement involving infringement on the intellectual property of a third-party by: (1) obtaining a license from the third-party allowing the required use of its intellectual property; (2) modifying a product, equipment or process in a manner which avoids infringing on the intellectual property of the third-party; or (3) voluntarily withdrawing the infringing product from the market and either refunding the amount paid by the Indemnified Party for the infringing product or replacing the infringing product with a non-infringing product.
- g. The Parties may disagree on whether a claim is an Indemnified Claim under this Agreement, which Party should be considered the Indemnifying Party and Indemnified Party for an Indemnified Claim or whether each Party is partially liable for an Indemnified Claim and how liability for such an Indemnified Claim should be allocated between them. In these and other circumstances in which an actual or potential conflict of interest exists or arises between the Parties with regards to an alleged or agreed upon Indemnified Claim that would preclude their joint representation by a single defense counsel, the Parties will endeavor in good faith to attempt to resolve the conflict. If the Parties are able to resolve the actual or potential conflict of interest, the Parties will memorialize the agreed upon resolution in a written joint defense agreement signed by officers of each Party and their joint defense counsel. If the Parties are unable to resolve the actual or potential conflict of interest, each Party may independently and separately investigate, defend, settle and satisfy the claim subject to their right to pursue payment or reimbursement for costs incurred in doing so from the other Party as provided in this Agreement.

8. Insurance. During the Term of this Agreement, each Party will maintain the following minimum types and amounts of insurance coverage during the Term of this Agreement:

- a. **Commercial General Liability Insurance.** Occurrence based coverage with a combined single limit of at least \$10,000,000 per occurrence and in the aggregate for premises and operations; products and completed operations; contractual liability coverage for indemnities of a Party contained within this Agreement; broad form property damage (including completed operations); explosion, collapse and underground hazards; and personal injury. *Requires additional insured endorsement and waiver of subrogation endorsement.*

- b. **Automobile Liability Insurance.** Occurrence based coverage with a combined single limit of at least \$10,000,000 per occurrence and in the aggregate for owned, non-owned, and hired automotive equipment of the Party. *Requires additional insured endorsement and waiver of subrogation endorsement.*
- c. **Workers' Compensation Liability Insurance.** Occurrence based coverage providing benefits in the minimal amount required by Applicable Law for workplace and work related injuries and illnesses to the employees of a Party, including, without limitation, Workers Compensation Acts of applicable U.S. States, the U.S. Longshoremen's and Harbor Workers Compensation Act and the U.S. Jones Act. *Requires alternate employer endorsement and waiver of subrogation endorsement.*
- d. **Employers' Liability Insurance.** Occurrence based coverage with a limit of at least \$10,000,000 per occurrence or any greater limits set by Applicable Law workplace and work related injuries and illnesses to the employees of a Party. *Requires waiver of alternate employer endorsement.*
- e. **Property Insurance.** Coverage providing "all risk" property insurance at the replacement value of the machinery, equipment, fixtures, tools, materials and other property of the Party. "All risk" coverage will include, by way of example and not limitation, loss or damage resulting from earthquakes, floods, wind, fire or other natural or weather-related phenomenon. *Requires waiver of subrogation endorsement.*

All insurers of a Party on such policies must have at all times an A.M. Best financial rating of at least "A-Minus VII". An insuring Party may satisfy the required minimum amounts of insurance through a primary policy and one or more excess policies. All insurance of an insuring Party must be "primary and non-contributory" with respect to any insurance that the other Party may maintain, but only with respect to the negligence or other legal liability of the insuring Party.

An insuring Party must deliver the following written evidence of the required insurance coverage to the other Party (Attention: Risk Management), or its designated insurance monitoring service, within ten (10) of written request and at least thirty (30) days in advance of the expiration of a then current policy term (if a declaration or endorsement is not available from an insurer at the time requested or required, an insuring Party will provide them as soon as the declaration or endorsement is available from the insurer):

- i. Certificate of insurance confirming that the required insurance coverage and minimal limits are met for the extended, renewed or replacement policy term.
- ii. Declaration pages of insurance policy (or a copy of the binder until the declaration pages are available) confirming that the required insurance coverage and minimal limits are met for the extended, renewed or replacement policy term.
- iii. Copies of additional insured endorsements required for applicable policies in the name and for the benefit of: "[NAME OF OTHER PARTY], its parent, subsidiaries and affiliates; any lessors of the foregoing and any mortgagees, deed of trust beneficiaries and secured creditors of such lessors; and any successors and assignees of all of the foregoing."
- iv. Copies of alternate employer endorsements and waiver of subrogation endorsements required for applicable policies in the name and for the benefit of: "[NAME OF OTHER PARTY], its parent, subsidiaries and affiliates; any lessors of the foregoing and any mortgagees, deed of trust beneficiaries and secured creditors of such lessors; and any successors and assignees of all of the foregoing."

A Party may maintain any level of deductible on required insurance coverage allowed by Applicable Law. A Party may also self-insure any of the required insurance coverage, in whole or in part, if allowed by Applicable Law during any period that the Party maintains a tangible net worth in excess of \$100 million USD and maintains a professionally managed and adequately reserved for and funded self-insurance program.

9. Limitations on Liability.

- a. **Disclaimer of Representations and Warranties.** Each Party: (1) disclaims all representations and warranties regarding its products, performance, supplied information or business, whether oral or written, express or implied, arising by operation of law or otherwise, including, without limitation, the implied warranty of merchantability and the implied warranty of fitness for a particular purpose, other than those express representations and warranties of the Party in this Agreement; (2) acknowledges that the Party has not relied on, and will not rely on, any representations and warranties of the other Party regarding its products, performance, supplied information or business, whether oral or written, express or implied, arising by operation of law or otherwise, other than those express representations and warranties of the other Party in this Agreement; and (3) waives any claim that the Party may have based, in whole or in part, on any representations and warranties of the other Party regarding its products, performance, supplied information or business, whether oral or written, express or implied, arising by operation of law or otherwise, other than those express representations and warranties of the other Party in this Agreement. Notwithstanding the foregoing, Buyer is entitled to rely on (i) the descriptive information in transaction documents issued by either Party in the ordinary course of business during the Term identifying the ordered Products (e.g., the type and quantity of ordered products and scheduled date and location for delivery) and (ii) FDA guaranty letters and other similar written assurances in Seller's standard forms certifying that a product complies with Applicable Laws issued by Seller to Buyers and other U.S. customers in the ordinary course of business during the Term.
- b. **Exclusion of Indirect Damages; Waiver of Claim for Insured Damage or Loss.** A Party that breaches this Agreement will only be liable to the other Party for direct damages arising from the breach. Each Party waives any right to recover consequential, incidental, indirect, exemplary, punitive or any other types of indirect damages from the other Party for a breach of this Agreement. Notwithstanding the preceding sentences, this Subsection will not limit the liability of a Party for any amount or type of damages for: (1) the defense and indemnification of an Indemnified Claim on which the Party is the Indemnifying Party; (2) infringement by the Party on the intellectual property of the other Party; (3) the unauthorized disclosure or use by the Party of the Confidential Information of the other Party; (4) payment or reimbursement of any amount expressly required to be paid or reimbursed by the Party under a provision of this Agreement; or (5) the intentional misconduct of the Party in violation of Applicable Laws.
- c. **Force Majeure.** A Party will not be considered in breach of this Agreement or liable to the other Party for any interruption or delay in performance under this Agreement to the extent caused by an event outside of the ability of the performing Party to foresee and avoid with the exercise of commercially reasonable efforts (such an event is referred to at times as an event of "**Force Majeure**"). Examples of events of Force Majeure include, without limitation: natural disasters; war; acts of terrorism; government action; accident; strikes, slowdowns and other labor disputes; shortages in or inability to obtain material, equipment, transportation or labor; any breach, negligence, criminal misconduct or other act or omission of any third-party; fire or other insured or uninsured casualty. A Party whose performance is interrupted or delayed by an event of Force Majeure will be excused from the interruption or delay in performance during the event of Force Majeure and for a commercially reasonable period of additional time after the event of Force Majeure that the Party needs to recover from the event of Force Majeure and restore performance. Notwithstanding the foregoing, a Party will only be excused for an interruption or delay in performance under this Subsection for an event of Force Majeure only if the Party (1) promptly notifies the other Party of the event of Force Majeure and provides information reasonably requested by the other Party regarding the event of Force Majeure, the efforts undertaken by the

Party to foresee and avoid interruption or delay in its performance before the occurrence of the event, to mitigate interruption or delay in performance during the event, and to recover from and restore performance following the event; and (2) the Party exercises commercially reasonable efforts to mitigate, recover from and restore performance following the event of Force Majeure. During, and while recovering from and restoring performance following, an event of Force Majeure, Seller will act in good faith in allocating its available manufacturing capacity to supply products to Buyer under this Agreement and any products to other customers of Seller. If an event of Force Majeure interrupts or delays Seller from supplying a product to Buyer under this Agreement in the quantities and timetable required by Buyer, Buyer may cancel any unfilled orders for the product with Seller and procure the required quantities of the product from one or more other sources until Seller has recovered from and restored its ability to perform following the event of Force Majeure. If the interruption or delay in the supply of a product to Buyer under this Agreement caused by an event of Force Majeure has exceeded, or is reasonably likely to exceed, thirty (30) days, Buyer may enter into longer term supply agreements or make other arrangements to procure the required quantities of the product from one or more other sources for a duration and on terms acceptable to Buyer in its good faith discretion. In such a circumstance, Buyer will not have to resume purchasing the product from Seller under this Agreement until Seller has recovered from and restored its ability to perform following the event of Force Majeure and the longer term agreements or other arrangements have expired or Buyer is able to end them without liability. This Subsection will not excuse nor extend a deadline by which a Party must pay an amount owed under this Agreement or Applicable Law or by which a Party must exercise any right or remedy under this Agreement or Applicable Law.

10. Confidential Information and Other Intellectual Property.

- a. The Parties anticipate exchanging Confidential Information (as defined in in the next Subsection) over the Term of this Agreement for the purpose of negotiating and entering into Purchase Schedules and amendments to this Agreement, transacting business with one in accordance with this Agreement and exercising their rights and performing their obligations under this Agreement (collectively referred to as the "Authorized Purpose").
- b. The phrase "Confidential Information" means information meeting all of the following criteria:
 - 1) The information is a trade secret or other non-public, proprietary information owned by a Party or its direct and indirect subsidiaries under Applicable Law (this Party is referred to at times in this Section as the "Disclosing Party"); and
 - 2) The other Party (referred to at times in this Section as the "Receiving Party") requests such information from the Disclosing Party for the Authorized Purpose during the Term (i.e., neither Party wants *unsolicited* Confidential Information from the other Party); and
 - 3) The Disclosing Party discloses such requested information to the Receiving Party during the Term either labelled as "Confidential" or words of similar intent, or describes the disclosed information in reasonable detail in a written notice to the Receiving Party delivered, either at the time of disclosure or within five (5) days of disclosure. If a Disclosing Party neglects to label or deliver timely written notice to the Receiving Party identifying the disclosed information as confidential in nature, the disclosed information will only be treated as Confidential Information under this Agreement if the Disclosing Party is able to demonstrate by clear and convincing evidence that the Receiving Party knew that the disclosed information was a trade secret or other non-public, proprietary information of the Disclosing Party at the time of disclosure.

The criteria in Clause (2) and Clause (3) will not apply to Confidential Information of a Disclosing Party observed or heard by a Receiving Party in a plant, warehouse, facility or system of the Disclosing Party. The existence and terms of this Agreement, and the existence, nature and extent of the business relationship between the Parties, will be considered the Confidential Information of each Party.

- c. The phrase “Confidential Information” also means the Know-How of a Disclosing Party and its direct and indirect subsidiaries that a Receiving Party and its direct and indirect subsidiaries learned of, acquired or otherwise used prior to the Effective Date. The phrase “Know-How” means trade secret and other confidential, proprietary information of a Party or its Affiliate concerning the manufacture, storage, packaging, marketing, sale and delivery of its products. Examples of Know-How may be in the form of drawings, equipment specifications, formulae, formulations, guidelines, manuals, methods, plans, policies, procedures, processes, properties and applications of raw materials and products, tools, dies and molds. A Receiving Party and its direct and indirect subsidiaries may continue to use the Know-How of the Disclosing Party and its direct and indirect subsidiaries in the possession of the Receiving Party and its direct and indirect subsidiaries as of the Effective Date for the Authorized Purpose and in connection with the operation of the business of the Receiving Party and its direct and indirect subsidiaries. Nothing in this Subsection or any other provisions of this Agreement will obligate a Party to disclose or license the use of its Know-How of any kind and in any form arising, discovered, acquired or developed after the Effective Date to the other Party.
- d. The phrase “Confidential Information” does **not** include, and there will not be any duties of confidentiality or other restrictions under this Agreement for, the following types of information:
- (1) Information which is or becomes available as part of the public domain through any means other than as a result of a breach of this Agreement by the Receiving Party; or
 - (2) Information, other than Know-How received prior the Effective Date, which is known to the Receiving Party before the disclosure of the same information by the Disclosing Party; or
 - (3) Information which is or becomes available to the Receiving Party from a third-party who is not under any duty to preserve the confidentiality of such information; or
 - (4) Information which is furnished by the Disclosing Party to a third-party without imposing any duty on the third-party to preserve the confidentiality of such information; or
 - (5) Information which is independently developed by the Receiving Party without the use of or reliance on any trade secret or other non-public, proprietary information provided by the Disclosing Party as Confidential Information under this Agreement or under any prior agreement between the Parties; or
 - (6) Information that ceases to be a trade secret or other non-public, proprietary information of the Disclosing Party under applicable law through any means other than those enumerated above that does not involve nor result from a breach of this Agreement by the Receiving Party.
- e. A Party may request and disclose Confidential Information in any form or medium. Confidential Information may include, without limitation, information concerning the assets, liabilities, financing, financial statements, ownership, goods, services, customers, suppliers, marketing, manufacturing, equipment, software, technology, supply chain, business strategies, plans, models, policies, methods, processes, formulae, specifications, drawings, schematics, software and technical know-how of a Disclosing Party. A Receiving Party will take all commercially reasonable actions required to safeguard the Confidential Information of a Disclosing Party in the possession of such Receiving Party against the unauthorized disclosure or use of the Confidential Information by other persons. A Receiving Party will promptly notify the Disclosing Party if the Receiving Party learns of any unauthorized disclosure or use of the Confidential Information of the Disclosing Party by any

person. A Receiving Party will cooperate in good faith with the Disclosing Party to prevent any unauthorized disclosure or use of the Confidential Information of the Disclosing Party by any person.

- f. A Receiving Party will not disclose nor use the Confidential Information of a Disclosing Party except as follows:
- (1) A Receiving Party may disclose Confidential Information of a Disclosing Party on a “*need to know*” basis to the Representatives of the Receiving Party who require such information for the Authorized Purpose and in order for the Receiving Party and its Affiliates to comply with Applicable Laws, accounting standards and securities exchange requirements. Before making such a disclosure, the Receiving Party will advise the Representatives of the confidential nature of the information being shared and ensure that duties and restrictions are, or have been, imposed on the Representatives receiving the Confidential Information similar to those imposed on the Receiving Party under this Agreement. A Receiving Party will be liable for any breach of this Agreement by its Representatives. An “Affiliate” of a Party means a legal entity that owns and controls, or is owned and controlled by, or is under common ownership and control with, a Party (other than the other Party or any of its direct and indirect subsidiaries), with ownership and control of a legal entity being determined by the ownership of the majority voting interest in the legal entity. A “Representative” means the Affiliates of a Party and the directors, officers, managers, employees, accountants, attorneys, auditors and other agents and consultants of a Party and its Affiliates.
 - (2) A Receiving Party may disclose Confidential Information of a Disclosing Party to a court, governmental entity or any other person in order for the Receiving Party and its Affiliates to comply with Applicable Laws, accounting standards and securities exchange requirements. If legally permissible and reasonably possible, a Receiving Party will notify the Disclosing Party prior to disclosing its Confidential Information pursuant to this Section and cooperate in good faith with any lawful efforts by the Disclosing Party to avoid or limit the disclosure of its Confidential Information. A Receiving Party will not be obligated to incur any liability, expense or risk in extending such cooperation to a Disclosing Party. Based on legal advice of its attorney, a Receiving Party may disclose the Confidential Information of the Disclosing Party by any deadline established under an Applicable Law, accounting standard and securities exchange requirement.
 - (3) A Receiving Party may disclose and use the Confidential Information of a Disclosing Party to enforce or interpret this Agreement or any other agreement with the Disclosing Party in any arbitration, court or other legal proceeding. A Receiving Party may disclose and use this Confidential Information of a Disclosing Party to defend the Receiving Party or its Affiliates or their respective Representatives in any arbitration, court or other legal proceeding. In either circumstance, the Receiving Party will ensure that a protective order, agreement or other mechanism is in place to preserve the confidentiality of the Confidential Information.
 - (4) A Receiving Party and its Representatives may disclose and use the Confidential Information for any other purpose consented to by a Disclosing Party in a written notice signed by an officer of the Disclosing Party delivered to the Receiving Party.
- g. In disclosing its Confidential Information to a Receiving Party, a Disclosing Party represents, warrants and covenants to the Receiving Party that:
- (1) The Disclosing Party owns and has the right to disclose and authorize the use of Confidential Information as provided in this Agreement.

- (2) The Receiving Party and its Representatives may use the Confidential Information of the Disclosing Party for the Authorized Purpose and other limited purposes provided in this Agreement.
- (3) The Disclosing Party will indemnify, defend and hold harmless the Receiving Party and its Representatives against any claim of a third-party that the disclosure and use of the Confidential Information of the Disclosing Party as provided in this Agreement infringes on a patent, trademark, copyright, trade secret or other intellectual property of the third-party registered in or otherwise recognized and enforceable under Applicable Laws.

Except for the limited representations and warranties in this Section, a Disclosing Party disclaims all other representations and warranties of any kind related to its Confidential Information, whether express, implied or arising by operation of law, including the disclaimer, without limitation, of any representation and warranties concerning merchantability, fitness for a particular purpose, truth, accuracy or completeness.

- h. The rights and obligations of the Parties under this Section with regards to disclosed Confidential Information will continue:
 - (1) Until the earlier of (i) sixty (60) months from the date of disclosure to a Receiving Party or (ii) the date such information ceases to be considered Confidential Information under this Agreement, for Confidential Information that is not a trade secret of a Disclosing Party under Applicable Law; and
 - (2) Until Confidential Information that is a trade secret of a Disclosing Party under Applicable Law ceases to be a trade secret of the Disclosing Party under Applicable Law.
- i. A Receiving Party will return or destroy all forms of Confidential Information of the Disclosing Party in the custody of the Receiving Party and its Representatives within ten (10) days of receipt of a written request from the Disclosing Party and after the expiration or earlier termination of this Agreement. This will include, without limitation, all copies, records, documents and other information representing, comprising, containing, referencing or created based on Confidential Information of the Disclosing Party. Notwithstanding the foregoing, a Receiving Party and its Representatives may retain copies of Confidential Information of the Disclosing Party which (x) the Receiving Party and its Representatives are required to retain to comply with Applicable Laws, accounting standards and security exchange requirements (but only for the duration and in the manner so required for this limited purpose); or (y) have been archived in electronic form by the Receiving Party and its Representatives and which would be unduly burdensome for the Receiving Party and its Representatives to have to search for and delete the Confidential Information of the Disclosing Party.
- j. Except for the limited right to disclose and use Confidential Information of a Disclosing Party for the Authorized Purpose and other purposes provided in the this Section and except for any license of intellectual property granted by a Disclosing Party to the Receiving Party in a Purchase Schedule, this Agreement does not grant a Receiving Party or its Representatives any right, title, interest or ownership in the Confidential Information of the Disclosing Party nor in any patent, trademark, copyright or other intellectual property of the Disclosing Party. As between the Parties during the Term, to be effective, the grant of any right, title, interest and ownership in and to any Confidential Information of Party or in an patents, trademarks, copyrights and other intellectual property of the Party must be in writing and signed by the chief executive officers of the Parties. During the Term, a Party will not develop intellectual property for, on behalf of, or in collaboration with, the other Party unless the Parties have entered into a Purchase Schedule or other separate written agreement signed by an officer of each Party.

11. Dispute Resolution.

- a. **Negotiation.** If a Party believes that the other Party has breached this Agreement or if there is a dispute between the Parties over the interpretation of this Agreement (a “Dispute”), the Parties will endeavor to resolve the Dispute through good faith negotiation for a period of thirty (30) days after a Party notifies the other Party of the Dispute and before either Party requests mediation or files litigation to resolve the Dispute.
- b. **Mediation.** If the Parties have been unable to resolve a Dispute through good faith negotiation as provided in the prior Subsection, a Party may request that the Parties attempt to resolve the Dispute through mediation by notifying the other Party with a copy to JAMS. The Parties will attempt to select a mutually acceptable JAMS mediator within ten (10) days of the notice requesting mediation. The mediation will be held in Lake County or Cook County, Illinois within thirty (30) days of the notice requesting mediation before a JAMS mediator and in compliance with JAMS mediation guidelines. Each party will bear its own costs in preparing for and participating in the mediation and one-half of the fees and expenses charged by JAMS for conducting the mediation.
- c. **Litigation.** If the Parties have been unable to resolve a Dispute through mediation as provided in the prior Subsection, a Party may file litigation against the other Party in a court of competent jurisdiction in the United States of America. With respect to litigation involving only the Parties or their Affiliates, the Parties irrevocably consent to the exclusive personal jurisdiction and venue of the U.S. federal and Illinois state courts of competent subject matter jurisdiction located in Lake County, Illinois or Cook County, Illinois and their respective higher courts of appeal for the limited purpose of resolving a Dispute, and the Parties waive, to the fullest extent permitted by law, any defense of inconvenient forum. The Parties waive any right to trial by jury as to any Disputes resolved through litigation. Notwithstanding the foregoing, a Party may file litigation to resolve a Dispute without undergoing either negotiation or mediation as provided in the prior Subsections for any Dispute involving: (i) infringement on intellectual property; (ii) the unauthorized use or disclosure of Confidential Information; or (iii) a request for a temporary restraining order, a preliminary or permanent injunction or any other type of equitable relief.
- d. **Remedies.** Except as expressly limited in the preceding Subsections and the other provisions in this Agreement, a Party may immediately exercise any rights and remedies available to the Party under Applicable Law upon a breach of this Agreement by the other Party. A Party will not suspend performance under or terminate this Agreement or any accepted purchase order for a product being purchased and sold under this Agreement unless: (1) the other Party is in material breach of this Agreement and has either refused to cure the material breach or has failed to cure the material breach within thirty (30) day of its receipt of written notice of the failure; and (2) the Parties have been unable to resolve the Dispute related to the material breach through negotiation or mediation, or the breaching Party has refused or failed to attempt to resolve the Dispute through negotiation or mediation, as provided in this Section. Notwithstanding the foregoing, a Party may suspend performance or terminate this Agreement or any accepted purchase order for a product being purchase and sold under this Agreement immediately on written notice to the other Party, and without providing the other Party an opportunity to cure the material breach or attempting to resolve a Dispute over the material breach by negotiation or mediation as provided in this Section, for a material breach by the other Party involving substantial harm to the reputation, goodwill and business of the non-breaching Party that cannot reasonably be avoided or fully redressed by providing the other Party an opportunity to cure the material breach.
- e. **Late Fees and Collection Costs.** If Buyer fails to pay Seller an amount owed under this Agreement by the invoice due date, then Buyer will owe Seller: (i) the delinquent amount; and (ii) a late payment fee equal to two percent (2%) of the delinquent amount for each full or partial calendar month past the invoice due date that the delinquent amount remains unpaid. In addition, if Seller has to file

litigation to collect the amount owed and Seller prevails in the litigation, Buyer will reimburse Seller for actual, reasonable, substantiated out-of-pocket expenses incurred by Seller in collecting the delinquent amount and accrued late payment fees on the delinquent amount. Under no circumstance will the late payment fee payable to Seller exceed the amount that a creditor may lawfully impose on a debtor on a delinquent amount under Applicable Law.

12. **Miscellaneous.**

- a. **Entire Agreement.** This Agreement, including its appended Exhibits and Purchase Schedules entered into during the Term, constitutes the entire agreement between the Parties with respect to the sale of products by Seller to Buyer and the purchase of products by Buyer from Seller. This Agreement supersedes all prior and simultaneous representations, discussions, negotiations, letters, proposals, agreements and understandings, whether written or oral, with respect to this subject matter. This Agreement will not be binding on either Party unless and until signed by the chief executive officers of each Party. No handwritten or other addition, deletion or other modification to the printed portions of this Agreement will be binding upon either Party to this Agreement.
- b. **Amendments.** A Party may not amend nor supplement the terms and conditions in this Agreement through the inclusion of additional or different terms and conditions in any quotation, purchase order, invoice, bill of lading, letter, email or other document or communication. This Section does not prevent the reliance on the descriptive information in transaction documents identifying the ordered Products (e.g., the type and quantity of ordered products and scheduled date and location for delivery). No amendment of this Agreement will be valid or effective unless made in writing and signed and exchanged by the chief executive officers of the Parties. A Party may approve or reject a request for an amendment in its sole and absolute discretion.
- c. **Waiver.** The failure of either party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights shall not operate as a continuing waiver of such rights. No right or obligation under this Agreement will be considered to have been waived by a Party unless such waiver is in writing and is signed by an officer of the waiving Party and delivered to the other Party. No consent to or waiver of a breach by either Party will constitute a consent to, waiver of, or excuse for any other, different, or subsequent breach by such Party.
- d. **Governing Law.** This Agreement and all claims or causes of action arising out of or related to this Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the State of Illinois and the United States of America, without giving effect to its principles or rules of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods will not govern or otherwise be applicable to this Agreement.
- e. **Severability.** If any term of provision of this Agreement, or the application thereof shall be found invalid, void or unenforceable by any government or governmental organization having jurisdiction over the subject matter, the remaining provisions, and any application thereof, shall nevertheless continue in full force and effect.
- f. **Assignment.** This Agreement, its rights and obligations, is not assignable or transferable by either Party, in whole or in part, except with the prior written consent of the other Party, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either Party may transfer and assign this Agreement to any of its affiliates or in connection with any merger, consolidation or sale of assets without the other Party's prior consent provided (a) that any such assignment will not result in the assigning Party being released or discharged from any liability under this Agreement, and (b) the purchaser/assignee will expressly assume all obligations of the assigning Party under this Agreement. The assigning Party will provide the other Party with written

notice of such assignment prior to or promptly following the effective date of such assignment. A change of control shall be deemed an assignment requiring consent hereunder provided that any transfer or assignment that results in Seller's and Buyer's current common parent, Reynolds Group Holdings Limited, ceasing to control either party shall not require consent of the other party. The restrictions in this Section will not preclude a Party for authorizing an Affiliate to purchase or sell a product on behalf of a Party under this Agreement. Subject to the foregoing, all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assignees of the respective Parties.

- g. *Third Party Beneficiaries.*** Except as otherwise provided in a Purchase Schedule, there are no intended third-party beneficiaries of this Agreement.
- h. *Good Faith and Cooperation.*** Except where this Agreement states that a Party may expressly exercise a right or render a decision in its "sole and absolute discretion", a Party will exercise its rights under this Agreement in its good faith business judgment. A Party will perform its obligations under this Agreement in a commercially reasonable manner consistent with industry practices and in compliance with Applicable Law. A Party will promptly take such actions, provide such information and sign such documents as the other Party may reasonably request to obtain the benefits and exercise the rights granted, and to perform the obligations imposed, under this Agreement.
- i. *Notices.*** Any notice required or permitted to be provided by a Party under this Agreement will be made to the notice address of the receiving Party set forth below or to an alternate notice address later designated by the receiving Party in accordance with this Subsection. Notices will be effective upon actual receipt by the receiving Party. An emailed notice will be effective against a receiving Party only if the Receiving Party acknowledge receipt of the emailed notice in a return notice to the notifying Party. A receiving Party agrees to acknowledge receipt of an email notice in good faith promptly following receipt. A Party may change its address for notice by giving notice to the other Party Pursuant to this Subsection.

Address for notice to Seller:

Pactiv LLC
1900 West Field Court
Lake Forest, IL 60045
Attn: John McGrath, Chief Executive Officer
Email: jmcgrath@pactiv.com

For any notice concerning default or termination, with a copy to:

Pactiv LLC
1900 West Field Court
Lake Forest, IL 60045
Attn: Steven R. Karl, General Counsel
Email: skarl@pactiv.com

Address for notices to Buyer:

Reynolds Consumer Products LLC
1900 W. Field Court
Lake Forest, IL 60045
Attention: Lance Mitchell, Chief Executive Officer
Email: Lance.Mitchell@@ReynoldsBrands.com

For any notice concerning default or termination, with a copy to:

Reynolds Consumer Products LLC
1900 W. Field Court
Lake Forest, IL 60045
Attention: David Watson, General Counsel
Email: David.Watson@ReynoldsBrands.com

- j. *Independent Contractors.*** The relationship of the Parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to: (a) give either Party the power to direct and control the day-to-day activities of the other Party, (b) establish the Parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking, or (c) allow a Party to bind the other Party in any manner or otherwise create or assume any obligation on behalf of the other Party for any purpose whatsoever. A Party will not be considered an agent of the other Party.
- k. *Non-Exclusive Supply Relationship.*** Except as may be provided in a Purchase Schedule, the Agreement is not evidence of, nor does it create, any form of exclusive supply relationship between the Parties concerning the purchase and sale of products. Except as may be provided in a Purchase Schedule and for the types and quantities of products in an accepted purchase order, nothing in the Agreement obligates a Party to sell or purchase any specified volume, market share or other minimum level of products during the Term.
- l. *Construction.*** Unless the context otherwise requires, the following rules of construction will be applied to in the interpretation of the Agreement: (1) Headings are for convenience only and do not affect interpretation; (2) Singular includes the plural and vice-versa; (3) Gender includes all genders; (4) If a word or phrase is defined, its other grammatical forms have a corresponding meaning; (5) The meaning of general words is not limited by specific examples introduced by “includes”, “including” or “for example” or similar expressions; (6) The word “person” includes an individual, corporation, company, trust, partnership, limited partnership, unincorporated body, joint venture, consortium or other legal entity; (7) A reference in any Purchase Schedule or Exhibit to an Article, Section, Subsection or Clause is a reference to an Article, Section, Subsection or Clause in that Purchase Schedule or Exhibit unless otherwise identified; (8) Reference to a Purchase Schedule or Exhibit is a reference to a Schedule, Exhibit described, appended or otherwise identified in this Agreement; (9) A reference to conduct includes, without limitation, an omission, statement or undertaking, whether or not in writing; (10) A reference to a third-party is a reference to a person who is not a Party to this Agreement; (11) Where a period of time is specified for the performance of any act and dates from a given day or the day of an act or event, the period shall be exclusive of that date; and (12) the Parties agree that the Agreement is the product of negotiation between sophisticated parties and individuals, all of whom were or have been given the opportunity to be represented by counsel, and each of whom had an opportunity to participate in, and did participate in, negotiation of the terms hereof. Accordingly, the Parties acknowledge and agree that the Agreement is not a contract of adhesion and that ambiguities in the Agreement, if any, shall not be construed strictly or in favor of or against either Party, but rather shall be given a fair and reasonable construction.
- m. *Execution.*** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against the Party whose signature appears thereon, but all of which taken together shall constitute but one and the same instrument. Acceptance of this Agreement may be made by e-mail, mail or other commercially reasonable means showing the signatures of the chief executive officers of the Parties.

In witness whereof, Seller and Buyer have executed this Master Supply Agreement as of the Effective Date.

REYNOLDS CONSUMER PRODUCTS LLC, as Buyer

By: //s// Lance Mitchell
Lance Mitchell
Chief Executive Officer

PACTIV LLC, as Seller

By: //s// John McGrath
John McGrath
Chief Executive Officer

WAREHOUSING AND FREIGHT SERVICES AGREEMENT

This Warehousing and Freight Services Agreement (referred to herein as the “Agreement”) is made as of November 1, 2019 (“Effective Date”) by and between Reynolds Consumer Products LLC, a Delaware limited liability company with its principal place of business at 1900 West Field Court, Lake Forest, IL 60045 (referred to at times as “Reynolds”) and Pactiv LLC, a Delaware limited liability company with offices at 1900 West Field Court, Lake Forest, IL 60045 (referred to at times as “Pactiv”). Reynolds and Pactiv are each referred to at times in this Agreement individually as a “Party” and collectively as the “Parties”.

RECITALS:

1. The Parties have entered into a Master Supply Agreement dated November 1, 2019 (the “MSA”) under which Pactiv has agreed to manufacture and sell to Reynolds, and Reynolds has agreed to purchase from Pactiv, certain food packaging and foodservice products (the “Pactiv Products”).
2. Reynolds desires that Pactiv receive, store and handle food packaging and foodservice goods manufactured by Reynolds and its Affiliates (the “Reynolds Products”), and (after mixing them with Pactiv Products purchased by Reynolds under the MSA, if applicable) load them for delivery to Reynolds’ third party customers, or directly to Reynolds; on common carrier trucks or hold them for pick up by Reynolds or its third-party customers on the business campuses in the cities, states and provinces listed in attached Schedule 1-A of this Agreement that are owned or leased by Pactiv or its Affiliates (such campuses are referred to herein as the “Warehouses”) and to obtain these storage and related warehouse services from Pactiv as more fully described in the attached Schedule 1-B of this Agreement (the “Warehouse Services”) on the terms and conditions in this Agreement. Pactiv desires to perform such Services for Reynolds on the terms and conditions in this Agreement. By way of clarification, Pactiv Canada, Inc. will perform the Warehouse Services on behalf of Pactiv at the Warehouse located in Bolton, Ontario, Canada.
3. Reynolds further desires Pactiv to arrange on behalf of Reynolds and its Affiliates for third-party common carriers to pick-up orders of Pactiv Products, Reynolds Products or both from the Warehouses and certain other manufacturing and warehouse facilities of Reynolds and its Affiliates located in the United States, Canada and Mexico and to transport and deliver them to third-party customers of Reynolds all as more fully described in Schedule 2 of this Agreement (the “Freight Services”) on the terms and conditions in this Agreement. Pactiv desires to perform the Freight Services for Reynolds on the terms and conditions of this Agreement. The Warehouse Services and the Freight Services will be collectively referred to as the “Services” in this Agreement.
4. Pactiv has been providing the Services to Reynolds for a number of years prior to the Effective Date. In connection with Pactiv providing such Services to Reynolds, the Parties have developed and follow certain standard operating procedures (the “SOPs”). The Parties will be updating their respective business systems over the next six months, and, since the updates to these business systems will require the Parties to modify the SOPs, the Parties intend to negotiate and agree in writing to a document containing the updated SOPs. Until the business systems have been updated and the updated SOPs have been agreed upon, the current SOPs will apply. The SOPs supplement and may amend the provisions in this Agreement and the MSA. In the event of any conflict or inconsistency between this Agreement and the SOPs, the SOPs will govern and control but only with respect to the provision in the SOPs that specifically apply to the performance or delivery of the Services under this Agreement.
5. It is the intention of the Parties to continue operate in substantially the same manner with respect to the practices, procedures, volumes and cost allocations used by the Parties prior to the Effective Date in Pactiv’s providing and Reynolds’ purchasing and using the Services. Therefore, the phrase “commercially reasonable” when used herein means in accordance with the methodology or practices that the Parties used with respect to such action or issue, substantially the same volume with respect to the amount of Services, the same turnaround time with respect to orders and acceptances, or the same protocol for communication that was used by the Parties during the trailing twelve (12) month period immediately prior to the Effective Date.

NOW, THEREFORE, the Parties agree as follows:

**Execution Copy 10-24-2019
Warehouse and Freight Services Agreement Dated November 1, 2019
Between Reynolds Consumer Products LLC and Pactiv LLC
Page 1 of 17**

I. Term and Warehouse and Freight Service Periods

1. The “**Term**” of this Agreement will commence on the Effective Date and will end on the earlier of: (i) May 31, 2024 (the “**Termination Date**”); (ii) a termination date elected by a Party in a written notice delivered to the other Party in the event Pactiv has ceased performing Warehouse and Freight Services for Reynolds at all Pactiv and Reynolds facilities prior to the Termination Date; or (iii) an earlier termination date that occurs in accordance with the Dispute Resolution Section of this Agreement. The rights and obligations of the Parties under this Agreement will survive the expiration or earlier termination of this Agreement with respect to any: (1) Reynolds Products being stored in a Warehouse at the end of the Term; (2) Confidential Information (as defined later in this Agreement) disclosed or received by a Party during the Term; (3) consequences of a breach of this Agreement by a Party; (4) any other statement, decision, act or omission of a Party during the Term concerning or related to this Agreement; (5) reconciliation of any third-party carrier freight charges that were not available for billing prior to the end of the Term; (6) any Dispute (as defined later in this Agreement) between the Parties concerning or related to this Agreement; and (7) any provision that expressly states that it will survive the expiration or earlier termination of this Agreement.
2. Pactiv will only be required to store Reynolds Products in a Warehouse and perform the other Warehouse Services at each Warehouse from the Effective Date through the Service Expiration Date of the Warehouse listed in Schedule 1-A (the “**Warehouse Service Period**”). Reynolds must remove all Reynolds Products in a Warehouse on or before its Service Expiration Date or any earlier termination of services at any Warehouse in accordance with other provisions of this Agreement. A Warehouse will be deemed excluded from the scope of this Agreement after its Service Expiration Date.
3. Reynolds is not obligated to store any quantity of Reynolds Products in a Warehouse under this Agreement. The Parties acknowledge and agree that Reynolds will be executing a regional exit strategy from the Warehouses which will include exiting certain Warehouses prior to the scheduled Service Expiration Dates, and Pactiv will cooperate with Reynolds in executing the strategy to the extent that Pactiv has reasonable advance notice of Reynolds desired exit plan. Therefore, if Reynolds at any time wishes to terminate its right to use Pactiv’s Services at any Warehouse under this Agreement prior to the applicable Warehouse Service Expiration Date, Reynolds may request such early termination to Pactiv in writing identifying a new proposed service expiration date (the “**Early Service Expiration Date**”) on not less than one hundred and eighty (180) days advance written notice. Unless there are extenuating circumstances that would impair Pactiv’s ability to release Reynolds from the applicable Warehouse on the proposed Early Service Expiration Date, including, without limitation, that Pactiv has no use for the Base Storage Capacity and does not wish to have to solely absorb the cost for such space, Pactiv will promptly consent to the Early Service Expiration Date proposed by Reynolds. If Pactiv reasonably believes there are extenuating circumstances that would impair Pactiv’s ability to release Reynolds from the applicable Warehouse on the proposed Early Service Expiration Date, Pactiv will promptly respond to Reynolds’ request for an Early Service Expiration Date in writing with an explanation of the extenuating circumstances and the Parties will cooperate in seeking a solution to the extenuating circumstances and try to identify a new Early Service Termination Date that is acceptable to both Parties. On or before the agreed Early Service Termination Date, Reynolds must remove all Reynolds Products from the applicable Warehouse and, from and after any Early Service Termination Date, Pactiv will be released of any obligation under this Agreement to perform any Services for Reynolds at the identified Warehouse and Reynolds will be released from its obligation to pay the Base Storage Fee (as defined in Section II.1. and Schedule 1-A of this Agreement) for the Warehouse under this Agreement.
4. Reynolds is not obligated under this Agreement to purchase any Freight Services from Pactiv; provided, however, that all outbound shipments from the Warehouses during the Term will be arranged by Pactiv and will be provided to Reynolds as part of the Freight Services. Unless the Parties otherwise agree in a signed writing, Reynolds will not be able to order nor will Pactiv be obligated to provide Freight Services after the Termination Date.

5. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement will require Pactiv to operate its warehousing and transportation functions in a materially different manner than it did in the trailing twelve (12) month period prior to the Effective Date. To the extent that Reynolds anticipates any significant change in its sales or supply chain operations (“Operations Change”), such as (i) commencing sales of a materially different new Reynolds Product that will require different handling procedures, (ii) adding new manufacturing or sourcing locations for production of Reynolds Products to be shipped to the Warehouses or transported using the Freight Services, or (iii) commencing sales to a new customer that has different or unique requirements that will cause a material change in the order fulfillment process or timeframes; then, Reynolds will provide Pactiv as much prior notice of such Operations Change as possible but in no case less than thirty (30) days prior notice. Upon notification of an Operations Change, Pactiv will have not less than ten (10) days to assess whether the Operations Change is likely to cause a material change in its performance of the Warehousing and/or Freight Services hereunder and will have an impact on Pactiv’s ability to provide the Warehousing and/or Freight Services to Reynolds (“Material Impact”). If Pactiv determines that there will be a Material Impact, it will notify Reynolds and the Parties will meet to adjust the Services, pricing or any related matter under this Agreement in a fair and equitable manner given the Operations Change; provided, however, that Pactiv will not be penalized or absorb any additional liabilities, costs or expenses due any Operations Change of Reynolds and an Operations Change will not be implemented unless and until the Parties reach a mutually acceptable signed written agreement on the Operations Change.

II. Warehouse Services

Pactiv will provide Reynolds with the Warehouse Services at the Warehouses listed on Schedule 1-A. The amount of Warehouse storage in cubic feet available to Reynolds at each Warehouse on the terms and conditions of this Agreement and the Service Expiration Date for each Warehouse are listed on Schedule 1-A. The terms and conditions of providing, using and paying for the Warehouse Services are set forth in Schedule 1-B. Notwithstanding anything in this Agreement to the contrary, Pactiv may, but will not be required to, perform Services at a Warehouse that would require, involve or result in Pactiv having to perform Services at a Warehouse or otherwise operate its business in a materially different manner than how Pactiv performed Services at the Warehouses for Reynolds, and Pactiv operated its business, during the trailing twelve (12) month period immediately preceding the Effective Date. By way of example, Pactiv will not be required to perform Services at a Warehouse or otherwise operate its business in compliance with a new standard or other requirement adopted by Reynolds or any of its customers unless Pactiv has expressly agreed to do so in the SOPs or in a signed written amendment to this Agreement

1. **Pricing, Invoice and Payment Terms**. During the Term, Reynolds will pay Pactiv fees for each Warehouse that is included in the Agreement as set forth on Schedule 1-A. The “Base Storage Fee,” which is the fee for the fixed cubic feet of warehouse space made available by Pactiv to Reynolds for each Warehouse under this Agreement, and “Additional Storage Fee,” which is the fee per cubic foot of space above the Base Storage Space that Reynolds may access at the Warehouses on the terms and conditions in this Agreement, will increase by one and one-half percent (1.5%) on January 1st of each calendar year of the Term starting on January 1, 2021. Reynolds will pay Pactiv the Base Storage Fee of a Warehouse on or before the first day of each calendar month during its Warehouse Service Period without notice by Pactiv and regardless of the quantity of Reynolds Products actually stored in a Warehouse. If Pactiv has used Additional Storage Capacity of a Warehouse to store Reynolds Products in a calendar month of its Warehouse Service Period, Pactiv will invoice Reynolds for the amount and duration of Additional Storage Capacity used to store Reynolds Products in the calendar month. Reynolds will pay Pactiv the amount owed for the Additional Storage Capacity used to store Reynolds Products in a calendar month within thirty (30) days of invoice. Further details on pricing, invoicing and payment terms may be provided in the SOPs.
4. **Title and Risk of Loss**. Title to, and risk of loss of, all Reynolds Products delivered to and accepted by Pactiv at a Warehouse will be and remain with Reynolds at all times. Notwithstanding the foregoing, Pactiv will be liable to Reynolds for any damage to or loss of Reynolds Goods caused by the breach, negligence or intentional misconduct of Pactiv or its employees, agents or suppliers except for Excluded Loss and Damage. The phrase “Excluded Loss or Damage” means loss or damage of Reynolds Products occurring in the Warehouses or

otherwise while in the custody of Pactiv: (a) required to be covered by the insurance of Reynolds under Schedule 3 or actually covered by the insurance of Reynolds, or (b) in a calendar year of the Term, an amount of Reynolds Products that represents less than three-tenths of one percent (0.30%) of the total quantity of cases of Reynolds Products stored in the Warehouses in the calendar year.

5. **Protection of Reynolds' Ownership of the Reynolds Products.** Pactiv will identify Reynolds Products received, stored and delivered at the Warehouses as being owned by Reynolds in Pactiv's records. Reynolds may file a UCC-1 financing statement or other public or private notices required or permitted under Applicable Laws to inform third-parties of the ownership interest of Reynolds in Reynolds Products received, stored and delivered at the Warehouses and to otherwise protect such ownership interest. For the purposes of this Agreement, "Applicable Laws" means the laws of the United States of America, its states and territories, their respective districts, municipalities and other political subdivisions, and the branches, departments, administrative agencies, commissions, courts and other tribunals of the foregoing. For Reynolds Products received, stored and delivered at the Warehouse in Bolton, Ontario, the phrase "Applicable Laws" will also mean the laws of the Canada, its provinces and territories, their respective districts, municipalities and other political subdivisions, and the branches, departments, administrative agencies, commissions, courts and other tribunals of the foregoing. Reynolds will promptly provide Pactiv with copies of any financing statements or other public or private notices filed or sent by Reynolds to protect its ownership interest in Reynolds Products stored in a Warehouse. After all Reynolds Products have been removed from a Warehouse and the Warehouse Services Period of a Warehouse has ended or the Warehouse has otherwise been excluded from this Agreement, Reynolds will promptly cancel any financing statement and other public or private notice previously filed or sent by Reynolds to protect its ownership interest in Reynolds Products stored in a Warehouses. Pactiv will cooperate in good faith with the lawful actions of Reynolds to protect its ownership rights in Reynolds Products received, stored and delivered at the Warehouses, but Pactiv will not have to incur any expense, risk or liability in extending its cooperation unless the action is required as a result of a breach of this Agreement by Pactiv. Pactiv will not: (a) permit, or cause to be created, any interest, pledge, mortgage, encumbrance or other lien or restriction of any kind or nature arising by, through or under Pactiv in Reynolds Products received, stored or delivered at the Warehouse; (b) permit the removal of Reynolds Products from the Warehouse other than as expressly authorized by Reynolds under this Agreement or as required by an order of a court or other governmental entity that Pactiv believes in good faith has been issued in accordance with Applicable Laws; (c) knowingly and intentionally do anything to impair the value of any of Reynolds Products received, stored or delivered at the Warehouse or ownership interest of Reynolds in such goods; or (d) endeavor in good faith to avoid commingling Reynolds Products and Pactiv Products except in connection with filling an outbound delivery. Pactiv irrevocably waives any right it may now have or which it may acquire to claim or file any liens against Reynolds Products while in Pactiv's possession at a Warehouse. Pactiv agrees to furnish Reynolds promptly with written notice of the seizure by any third party, under Applicable Laws or otherwise, of any of Reynolds Products stored at any Warehouse.
6. **Warehouse Records.** Pactiv will create and keep for not less than three (3) years after the date of creation records (whether in printed, electronic or other reproducible format) of: (i) the quantity and type of Reynolds Products received at, stored in and delivered from each Warehouse, (ii) damage to or loss of a Reynolds Products prior to or while in the custody of Pactiv at a Warehouse and (iii) amounts invoiced to and paid by Reynolds under this Agreement. Pactiv will provide Reynolds with copies of these Warehouse records within five (5) business days after Reynolds' written request made during and for a period of three (3) years after the Term.

III. Freight Services

1. **General Description of Freight Services.** From the Effective Date until the Freight Services Expiration Date, Reynolds may order shipping of Reynolds' goods (Reynolds' goods for which Pactiv arranges shipping on behalf of Reynolds may be referred to herein as "Freight") from Pactiv. Pactiv will arrange for, manage and pay the third-party carriers ("Carriers"), brokers, freight payment agent and other third parties involved in the transportation of Reynolds Freight. Reynolds will be the designated shipper of record on all shipments of Freight managed by Pactiv on Reynolds behalf. Pactiv will also manage all cargo loss claims against carriers and brokers. A more detailed description of the Freight Services is set forth in Schedule 2 of this Agreement.
2. **Disclaimer of Cargo Liability.** Pactiv is not a carrier and Pactiv's sole obligation under this Agreement is the management of certain of Reynolds' transportation requirements for the efficient shipment of Reynolds's Freight. Reynolds therefore releases and agrees to hold harmless and defend Pactiv from any and all liability for cargo loss, damage or destruction claims arising out of the shipment of Reynolds's Freight.
3. **Pricing and Payment Terms for Freight Services.** Pactiv will invoice Reynolds for the actual shipping costs and its service fees for Freight Services as set forth in Schedule 2. All invoices issued for Freight Services hereunder shall be payable within thirty (30) days of receipt.

IV. Taxes

1. **Reynolds Taxes.** Reynolds will bear all government taxes, levies, fees and other impositions on the Reynolds Products, their storage in the Warehouses and otherwise required to be paid by recipients of the Services under Applicable Laws (collectively "Reynolds Taxes"). If required or permitted under Applicable Laws, Reynolds will prepare and file any required reports or returns for such Reynolds Taxes directly with, and pay the Reynolds Taxes owed directly to, the appropriate governmental authorities. If Pactiv is required under Applicable Laws to prepare and file any required reports or returns for such Reynolds Taxes directly with, and to collect and remit the Reynolds Taxes owed directly to, the appropriate governmental authorities, Pactiv will do so and invoice and collect the amount of such Reynolds Taxes from Reynolds.
2. **Pactiv Taxes.** Pactiv will bear all government taxes, levies, fees and other impositions on the ownership, lease and operation of the Warehouses and otherwise required to be paid by providers of the Services under Applicable Laws (collectively "Pactiv Taxes"). Pactiv will prepare and file any required reports or returns for such Pactiv Taxes directly with, and pay the Pactiv Taxes owed directly to, the appropriate governmental authorities.

V. Representations and Warranties

1. **General Representations, Warranties and Covenants.** Each Party represents, warrants and covenants on the Effective Date and at all times during the Term that:
 - a. The Party is formed, registered, licensed and operating its business in compliance with Applicable Laws.
 - b. The Party is operating its business in compliance with a commercially reasonable code of ethics adopted by such Party.
 - c. The Party may enter into and perform its obligations under this Agreement without being in conflict with, or in breach of, any other agreement of the Party.
 - d. The Party is solvent, is capable of paying its debts as and when they become due and is paying its debts as and when due.
 - e. The Party is not the subject of a criminal investigation nor a defendant in any criminal indictment, petition, complaint or proceeding that carries a potential sentence involving incarceration in excess of one year for any director or executive officer of the Party involved in the alleged criminal misconduct or a fine in excess of \$100,000 USD.

A Party will promptly notify the other Party of any change in circumstance during the Term in which the Party is no longer in compliance with the foregoing general representations, warranties and covenants. An incident of actual, alleged or suspected non-compliance by a Party with a warranty under this Section being investigated, contested or corrected in good faith by the Party *and* which, regardless of outcome, will have no material adverse effect on the Party or its performance under this Agreement or on the other Party, will not be considered a breach of this clause. An incident of actual, alleged or suspected non-compliance by a Party of this Section or any other Section of this Agreement will be grounds for the other Party to demand adequate assurances of performance as provided by Section 2-609 of the Illinois Uniform Commercial Code. A Party will have ten (10) days to provide adequate assurances of performance to the other Party in a form acceptable to the other Party in its good faith discretion.

2. **Reynolds Specific Representations, Warranties and Covenants.** Reynolds represents, warrants and covenants to Pactiv that each Reynolds Product delivered to and stored with Pactiv or delivered to a Carrier under this Agreement:
- a. Is delivered to the Carrier or to the Warehouse in new and undamaged condition.
 - b. Has been delivered to Pactiv or the Carrier in compliance with Applicable Laws, including without limitation with food safety regulations issued by the United States Food and Drug Administration that are applicable to the Reynolds Product.
 - c. Is inbound delivered in a properly blocked and braced condition to prevent shifting or toppling of the Reynolds Products upon opening and unloading of a truck trailer at the loading dock of the Warehouse.
 - d. Is packaged and delivered on appropriate pallets for storage in the Warehouses in accordance with the customary and usual practices of the Parties. Reynolds may use non-standard pallets for customer requests for promotions, shippers and so forth but Reynolds must notify Pactiv of any non-standard pallets prior to delivering the Reynolds Products to any Warehouse and the amount of any non-standard pallets must be commercially reasonable. Reynolds acknowledges and agrees that the use of any special pallets may require an adjustment in the cube allocation resulting in fewer pallets fitting into the Base or Additional Storage Capacity. Any Reynolds Product delivered to a Warehouse that is not capable of being stacked four pallets high will be allotted cubic feet of storage as if it were occupying four pallets high of storage space. Calculation of cubic feet for storage will be set out in the SOP's.
 - e. Is, and will remain at all times while in the custody of Pactiv, owned solely Reynolds free and clear of all liens, encumbrances and claims (other than those arising by, under or through Pactiv for which Pactiv will be responsible under this Agreement).
 - f. Does not infringe on any patent, trademark, copyright, trade secret or other the intellectual property of any third-party registered or otherwise recognized and enforceable under Applicable Laws.
 - g. Does not represent nor create a material risk of injury, damage or other harm to Pactiv or any third-party being received, storage and delivered at the Warehouses.

If Pactiv receives a Reynolds Product that fails to conform to these representations, warranties and covenants, the sole remedy of Pactiv for the breach will be to: (1) notify Reynolds within seven (7) business days of receipt that the Reynolds Product is non-conforming and handle or dispose of the non-conforming Reynolds Product at Reynolds' expense as instructed in writing by Reynolds or, if not so instructed, in accordance with commercially reasonable business practices at Reynolds' expense; and (2) obtain indemnification from Reynolds for any Indemnified Claim arising from or related to the breach as provided in Section VI.

3. **Pactiv Specific Representations, Warranties and Covenants.** Pactiv represents, warrants and covenants to Reynolds that:
- a. Reynolds Products will be received, stored and delivered at the Warehouse using the same or a greater standard of care that Pactiv uses in receiving, storing and delivering Pactiv Products at the Warehouse.
 - b. Reynolds Products will be delivered at the Warehouse in the same condition and packaging as received at the Warehouse except for ordinary wear and tear, damage or loss caused by an event of Force Majeure and Excluded Loss and Damage.
 - c. Warehouses will be operated and maintained, and Services will otherwise be performed, in a commercially reasonable condition and manner in compliance with Applicable Laws, including without limitation with food safety regulations issued by the United States Food and Drug Administration that are applicable to the storage of Reynolds Products.
 - d. Reynolds Products will remain at all times free and clear of all liens, encumbrances and claims arising by, through or under Pactiv.
 - e. Services will be performed in a manner which do not infringe on any patent, trademark, copyright, trade secret or other the intellectual property of any third-party registered or otherwise recognized and enforceable under Applicable Laws.

If Pactiv receives without rejecting a Reynolds Product but fails to deliver it to Reynolds or a party shipping products for Reynolds, a Reynolds customer, or a Carrier in conformance with these representations, warranties and covenants, the sole remedy of Reynolds for the breach of this Agreement will be to: (1) obtain reimbursement from Pactiv for the actual out of pocket cost to Reynolds of the non-conforming Reynolds Product, except for Excluded Loss or Damage, by notifying Pactiv within thirty (30) days from when Reynolds had or reasonably should have had actual knowledge of the loss, but in no event more than one year after the loss; and (2) obtain indemnification from Pactiv for any Indemnified Claim arising from or related to the breach as provided in the next Section.

VI. Indemnification

1. A claim that a Party (referred to at times in this Section as an "Indemnifying Party") is required to defend and indemnify the other Party (referred to at times in this Section as an "Indemnified Party") under this Agreement is referred to at times in this Section as an "Indemnified Claim". Defense and indemnification under this Section will include, without limitation, (1) paying or reimbursing the actual, reasonable, substantiated out-of-pocket expenses incurred in connection with the investigation, defense and settlement of any civil, criminal or administrative action, suit, arbitration, mediation, hearing, audit, investigation or other proceeding threatened or commenced against an Indemnified Party on an Indemnified Claim (e.g., fees and expenses of attorneys, accountants, auditors, investigators, consulting experts, testifying experts and other consultants; fees and expenses of an arbitrator or mediator; filing fees and costs imposed by any court, administrative agency or other tribunal; etc.), and (2) satisfying any judgment, award, order, lien, levy, fine, penalty or other sanction imposed against an Indemnified Party on an Indemnified Claim.
2. Pactiv will defend and indemnify Reynolds against: (1) any third-party claim for personal injury, damage to tangible property or other loss to the extent caused by any actual or alleged breach of this Agreement by Pactiv in receiving, storing or delivering Reynolds Products at a Warehouse under this Agreement or in the performance of any other obligation of Pactiv under this Agreement; (2) any third-party claim for personal injury, damage to tangible property or other loss to the extent caused by any actual or alleged negligence or other legally culpable misconduct of Pactiv in receiving, storing or delivering Reynolds Products at a Warehouse or in the performance of any other obligation of Pactiv under this Agreement; (3) any third-party claim for actual or alleged infringement by Pactiv in performing the Services under this Agreement (except to

- the extent that the infringement relates to a Reynolds Product or its packaging or is based on intellectual property that that Reynolds has represented and warranted to Pactiv that Reynolds owns and that Reynolds has licensed to Pactiv and that Pactiv has used in compliance with the license terms in performing the Services under this Agreement); (4) the threat or imposition of any fine, penalty or other sanction by a governmental authority on Reynolds to the extent caused by any actual or alleged violation by Pactiv of Applicable Laws; or (5) any actual or alleged claim for compensation or other payment of a Pactiv employee, agent or vendor for goods and services furnished in connection with Pactiv receiving, storing or delivering Reynolds Products at a Warehouse under this Agreement.
3. Reynolds will defend and indemnify Pactiv against: (1) any third-party claim for personal injury, damage to tangible property or other loss to the extent caused by any actual or alleged breach of this Agreement by Reynolds in receiving, storing or delivering Reynolds Products at a Warehouse under this Agreement or in the performance of any other obligation of Reynolds under this Agreement; (2) any third-party claim for personal injury, damage to tangible property or other loss to the extent caused by any actual or alleged negligence or other legally culpable misconduct of Reynolds in receiving, storing or delivering Reynolds Products at a Warehouse under this Agreement or in the performance of any other obligation of Reynolds under this Agreement; (3) any third-party claim for personal injury, damage to tangible property, or other loss to the extent related the design, manufacture, storage, sale, delivery or use of a Reynolds Product by any person; (4) any third-party claim for actual or alleged infringement by Pactiv in performing the Services under this Agreement (except to the extent that the infringement relates to a Reynolds Product or its packaging or is based on intellectual property that that Reynolds has represented and warranted to Pactiv that Reynolds owns and that Reynolds has licensed to Pactiv and that Pactiv has used in compliance with the license terms in performing the Services under this Agreement); or delivery by Pactiv under this Agreement or in the performance of any other obligation of Pactiv under this Agreement to the extent based on intellectual property that Reynolds has represented and warranted to Pactiv that Reynolds owns and that Reynolds has licensed to Pactiv and that Pactiv has used in compliance with the license term in supplying the product; (4) the threat or imposition of any fine, penalty or other sanction by governmental authority on Pactiv to the extent caused by any actual or alleged violation by Reynolds of Applicable Laws; or (5) any actual or alleged claim or ownership, custody or compensation or other payment by a Reynolds employee, agent, customer, supplier or creditor or any unrelated third-party for Reynolds Products received, stored and delivered at a Warehouse under this Agreement.
4. As a condition of receiving defense and indemnification under this Section for an Indemnified Claim, the Indemnified Party must:
- (1) notify and tender the defense of an Indemnified Claim to the Indemnifying Party promptly after the Indemnified Party learns of the Indemnified Claim; and
 - (2) provide information and cooperation reasonably requested by the Indemnifying Party in the investigation, defense, settlement and satisfaction of the Indemnified Claim. An Indemnifying Party will reimburse the Indemnified Party of any reasonable, actual, substantiated out-of-pocket expense incurred in providing the requested information or cooperation.
5. If the Indemnifying Party accepts the tender of defense of an Indemnified Claim, with or without reservation, the Indemnifying Party will:
- (1) promptly notify the Indemnified Party of the acceptance of the tender of defense of the Indemnified Claim.
 - (2) control the investigation, defense, settlement and satisfaction of the Indemnified Claim, including, without limitation, the selection of licensed, qualified and reputable attorneys, expert witnesses and other consultants and all decisions over settlement and litigation strategy. The Indemnifying Party must act in good faith in exercising control over the investigation, defense, settlement and satisfaction of the Indemnified Claim.

- (3) Provide information reasonably requested by the Indemnified Party regarding the investigation, defense, settlement and satisfaction of the Indemnified Claim
6. An Indemnifying Party, acting in good faith, may elect to settle an Indemnified Claim for which it is responsible under this Agreement involving infringement on the intellectual property of a third-party by: (1) obtaining a license from the third-party allowing the required use of its intellectual property; (2) modifying a product, equipment or process in a manner which avoids infringing on the intellectual property of the third-party; or (3) voluntarily withdrawing the infringing product from the market and either refunding the amount paid by the Indemnified Party for the infringing product or replacing the infringing product with a non-infringing product.
7. The Parties may disagree on whether a claim is an Indemnified Claim under this Agreement, which Party should be considered the Indemnifying Party and Indemnified Party for an Indemnified Claim or whether each Party is solely or partially liable for an Indemnified Claim and whether and how liability for an Indemnified Claim should be allocated between them. In these and other circumstances in which an actual or potential conflict of interest exists or arises between the Parties with regards to an alleged or agreed upon Indemnified Claim that would preclude their joint representation by a single defense counsel, the Parties will endeavor in good faith to attempt to resolve the conflict. If the Parties are able to resolve the actual or potential conflict of interest, the Parties will memorialize the agreed upon resolution in a written joint defense agreement signed by officers of each Party and their joint defense counsel. If the Parties are unable to resolve the actual or potential conflict of interest, each Party will independently and separately investigate, defend, settle and satisfy the claim subject to their right to pursue payment or reimbursement for costs incurred in doing so from the other Party as provided in this Agreement.

VII. Insurance

During the Term of this Agreement, each Party will maintain the minimum types and amounts of insurance set forth in the schedule appended as Schedule 3 of this Agreement. By way of confirmation, Reynolds, at its expense, will maintain the "all risk" property insurance required under Schedule 3 on all Reynolds Products received, stored and delivered at the Warehouses,

VIII. Limitations on Liability

1. ***Disclaimer of Representations and Warranties.*** Each Party: (1) disclaims all representations and warranties regarding its products, performance, supplied information or business, whether oral or written, express or implied, arising by operation of law or otherwise, including, without limitation, the implied warranty of merchantability and the implied warranty of fitness for a particular purpose, other than those express representations and warranties of the Party in this Agreement; (2) acknowledges that the Party has not relied on, and will not rely on, any representations and warranties of the other Party regarding its products, performance, supplied information or business, whether oral or written, express or implied, arising by operation of law or otherwise, other than those express representations and warranties of the other Party in this Agreement; and (3) waives any claim that the Party may have based, in whole or in part, on any representations and warranties of the other Party regarding its products, performance, supplied information or business, whether oral or written, express or implied, arising by operation of law or otherwise, other than those express representations and warranties of the other Party in this Agreement. Notwithstanding the foregoing, a Party is entitled to rely on (i) the descriptive information in transaction documents issued by either Party in the ordinary course of business during the Term identifying the Reynolds Products (e.g., the type and quantity of Reynolds Products being received, stored or delivered at a Warehouse under this Agreement and the scheduled delivery date and location) and (ii) FDA guaranty letters, material safety data sheets and other similar written assurances issued by Reynolds on its standard forms to Pactiv and other U.S. customers in the ordinance course of business during the Term certifying that a Reynolds Product complies with Applicable Laws and providing any information on the Reynolds Product required under Applicable Laws.

2. **Exclusion of Indirect Damages.** A Party that breaches this Agreement will only be liable to the other Party for direct damages arising from the breach. Each Party waives any right to recover consequential, incidental, indirect, exemplary, punitive or any other types of indirect damages from the other Party for a breach of this Agreement. Each Party waives any right to recover damages or loss from the other Party arising from or related to this Agreement to the extent the damage or loss incurred by the Party is required to be covered by the insurance of such Party under Schedule 3 or to the extent the damage or loss is actually covered by the insurance of such Party. Notwithstanding the preceding sentence, this Subsection will not limit the liability of a Party for any amount or type of damages for: (1) the defense and indemnification of an Indemnified Claim on which the Party is the Indemnifying Party; (2) infringement by the Party on the intellectual property of the other Party; (3) the unauthorized disclosure or use by the Party of the Confidential Information of the other Party; (4) payment or reimbursement of any amount expressly required to be paid or reimbursed by the Party under a provision of this Agreement; or (5) the intentional misconduct of the Party in violation of Applicable Laws.
3. **Force Majeure.** A Party will not be considered in breach of this Agreement or liable to the other Party for any interruption or delay in performance under this Agreement to the extent caused by an event outside of the ability of the performing Party to foresee and avoid with the exercise of commercially reasonable efforts (such an event is referred to at times as an event of “Force Majeure”). Examples of events of Force Majeure include, without limitation: natural disasters; war; acts of terrorism; government action; accident; strikes, slowdowns and other labor disputes; shortages in, or inability to obtain, transportation in required quantities or at commercially reasonable prices or rates; any breach, negligence, criminal misconduct or other act or omission of any third-party; or fire or other insured or uninsured casualty. A Party whose performance is interrupted or delayed by an event of Force Majeure will be excused from the interruption or delay in performance during the event of Force Majeure and for a commercially reasonable period of additional time after the event of Force Majeure that the Party needs to recover from the event of Force Majeure and restore performance. Notwithstanding the foregoing, a Party will only be excused for an interruption or delay in performance under this Subsection for an event of Force Majeure only if the Party: (1) promptly notifies the other Party of the event of Force Majeure and provides information regarding the event of Force Majeure, including its extent and likely duration, and the efforts undertaken by the Party to foresee and avoid interruption or delay in its performance before the occurrence of the event, to mitigate interruption or delay in performance during the event, and to recover from and restore performance following the event; and (2) the Party exercises commercially reasonable efforts to mitigate, recover from and restore performance following the event of Force Majeure. During, and while recovering from and restoring performance following, an event of Force Majeure, Pactiv will act in good faith in allocating its available storage capacity at a Warehouse to store Reynolds Products under this Agreement and any products of Pactiv and its other customers. If an event of Force Majeure interrupts or delays Pactiv from receiving, storing and delivering a Reynolds Product to Reynolds under this Agreement in the quantities and timetable required by Reynolds, Reynolds may cancel any unfilled service orders for the Reynolds Products and procure the required storage capacity for Reynolds Products from one or more other sources until Pactiv has recovered from and restored its ability to perform following the event of Force Majeure. If Pactiv is not able to provide the Base Storage Capacity or Additional Storage Capacity or other Services at a Warehouse because of an event of Force Majeure, Reynolds may enter into warehouse services agreements or make other arrangements to procure the required quantities of storage capacity for the Reynolds Products from one or more other sources for a duration and on terms acceptable to Reynolds in its good faith discretion. In such a circumstance, Reynolds may, but will not be obligated to, resume storing Reynolds Products at Warehouses under this Agreement after Pactiv has recovered from and restored its ability to perform following the event of Force Majeure. If the interruption or delay in the storage of a Reynolds Product at a Warehouse under this Agreement because of an event of Force Majeure has exceeded, or is reasonably likely to exceed, one hundred eighty (180) days, either Party may exclude the Warehouse from this Agreement by delivering written notice to the other Party in which event the Service Expiration Date of the Warehouse will be the date specified in the written notice. The temporary interruption in Service at a Warehouse, or the exclusion of a Warehouse from this Agreement, as a result of an event of Force Majeure will not reduce nor release Reynolds of its obligation to pay the Base Storage Fee on the Warehouse through the date of the Force Majeure event. For example, if a leased Warehouse is destroyed by fire or other casualty and the lessor elects to exercise a right to terminate the lease before its Service Expiration Date and releases Pactiv of its rights and obligations to operate the Warehouse and pay rent and expenses on the Warehouse, Reynolds will be released from its obligation to pay the Base Storage Fee on the Warehouse from and after the Force Majeure date. This Subsection will not excuse nor extend a deadline by which a Party must pay an amount owed under this Agreement or Applicable Laws or by which a Party must exercise any right or remedy under this Agreement or Applicable Laws.

IX. Confidential Information and Other Intellectual Property

1. The Parties anticipate exchanging Confidential Information (as defined in in the next Subsection) over the Term of this Agreement for the purpose of negotiating and entering into Purchase Schedules and amendments to this Agreement, transacting business with one another in accordance with this Agreement and exercising their rights and performing their obligations under this Agreement and Applicable Laws, accounting standards and securities exchange requirements (collectively referred to as the “Authorized Purposes”).
2. The phrase “Confidential Information” means information meeting all of the following criteria:
 - (1) The information is a trade secret or other non-public, proprietary information owned by a Party or its direct and indirect subsidiaries under Applicable Laws (this Party is referred to at times in this Section as the “Disclosing Party”); and
 - (2) The other Party (referred to at times in this Section as the “Receiving Party”) requests such information from the Disclosing Party for the Authorized Purposes during the Term (i.e., neither Party wants *unsolicited* Confidential Information from the other Party); and
 - (3) The Disclosing Party discloses such requested information to the Receiving Party during the Term either labelled as “Confidential” or words of similar intent, or describes the disclosed information in reasonable detail in a written notice to the Receiving Party delivered, either at the time of disclosure or within five (5) days of disclosure. If a Disclosing Party neglects to label or deliver timely written notice to the Receiving Party identifying the disclosed information as confidential in nature, the disclosed information will only be treated as Confidential Information under this Agreement if the Disclosing Party is able to demonstrate by clear and convincing evidence that the Receiving Party knew that the disclosed information was a trade secret or other non-public, proprietary information of the Disclosing Party at the time of disclosure.

The criteria in Clause (2) and Clause (3) will not apply to Confidential Information of a Disclosing Party observed or heard by a Receiving Party in a plant, warehouse, facility or system of the Disclosing Party. The existence and terms of this Agreement, and the existence, nature and extent of the business relationship between the Parties, will be considered the Confidential Information of each Party.
3. The phrase “Confidential Information” also means the Know-How of a Disclosing Party and its direct and indirect subsidiaries that a Receiving Party and its direct and indirect subsidiaries learned of, acquired or otherwise used prior to the Effective Date. The phrase “Know-How” means trade secret and other confidential, proprietary information of a Party or its Affiliate concerning the manufacture, storage, packaging, marketing, sale and delivery of its products. Examples of Know-How may be in the form of drawings, equipment specifications, formulae, formulations, guidelines, manuals, methods, plans, policies, procedures, processes, properties and applications of raw materials and products, tools, dies and molds. A Receiving Party and its direct and indirect subsidiaries may continue to use the Know-How of the Disclosing Party and its direct and indirect subsidiaries in the possession of the Receiving Party and its direct and indirect subsidiaries as of the Effective Date for the Authorized Purposes and in connection with the operation of the business of the Receiving Party and its direct and indirect subsidiaries. Nothing in this Subsection or any other provisions of this Agreement will obligate a Party to disclose or license the use of its Know-How of any kind and in any form arising, discovered, acquired or developed after the Effective Date to the other Party.
4. The phrase “Confidential Information” does *not* include, and there will not be any duties of confidentiality or other restrictions under this Agreement for, the following types of information:
 - (4) Information which is or becomes available as part of the public domain through any means other than as a result of a breach of this Agreement by the Receiving Party; or

- (5) Information, other than Know-How received prior the Effective Date, which is known to the Receiving Party before the disclosure of the same information by the Disclosing Party; or
 - (6) Information which is or becomes available to the Receiving Party from a third-party who is not under any duty to preserve the confidentiality of such information; or
 - (7) Information which is furnished by the Disclosing Party to a third-party without imposing any duty on the third-party to preserve the confidentiality of such information; or
 - (8) Information which is independently developed by the Receiving Party without the use of or reliance on any trade secret or other non-public, proprietary information provided by the Disclosing Party as Confidential Information under this Agreement or under any prior agreement between the Parties; or
 - (9) Information that ceases to be a trade secret or other non-public, proprietary information of the Disclosing Party under Applicable Laws through any means other than those enumerated above and that does not involve nor result from a breach of this Agreement by the Receiving Party.
5. A Party may request and disclose Confidential Information in any form or medium. Confidential Information may include, without limitation, information concerning the assets, liabilities, financing, financial statements, ownership, goods, services, customers, suppliers, marketing, manufacturing, equipment, software, technology, supply chain, business strategies, plans, models, policies, methods, processes, formulae, specifications, drawings, schematics, software and technical know-how of a Disclosing Party. A Receiving Party will take all commercially reasonable actions required to safeguard the Confidential Information of a Disclosing Party in the possession of such Receiving Party against the unauthorized disclosure or use of the Confidential Information by other persons. A Receiving Party will promptly notify the Disclosing Party if the Receiving Party learns of any unauthorized disclosure or use of the Confidential Information of the Disclosing Party by any person. A Receiving Party will cooperate in good faith with the Disclosing Party to prevent any unauthorized disclosure or use of the Confidential Information of the Disclosing Party by any person. A Receiving Party will not be obligated to incur any liability, expense or risk in extending such cooperation to a Disclosing Party, however.
6. A Receiving Party will not disclose nor use the Confidential Information of a Disclosing Party except as follows:
- (1) A Receiving Party and its Representatives may use the Confidential Information of a Disclosing Party for the Authorized Purposes. A “Representative” means the Affiliates of a Party and the directors, officers, managers, employees, accountants, attorneys, auditors and other agents and consultants of a Party and its Affiliates. An “Affiliate” of a Party means a legal entity that owns and controls, or is owned and controlled by, or is under common ownership and control with, a Party (other than the other Party or any of its direct and indirect subsidiaries), with ownership and control of a legal entity being determined by the ownership of the majority voting interest in the legal entity. A Receiving Party may disclose Confidential Information of a Disclosing Party on a “*need to know*” basis to only those Representatives of the Receiving Party who require such information for the Authorized Purposes. Before making such a disclosure, the Receiving Party will advise the Representatives of the confidential nature of the information being shared and ensure that duties and restrictions are, or have been, imposed on the Representatives receiving the Confidential Information similar to those imposed on the Receiving Party under this Agreement. A Receiving Party will be liable for any breach of this Agreement by its Representatives.
 - (2) A Receiving Party may disclose Confidential Information of a Disclosing Party to a court, governmental entity or any other person in order for the Receiving Party and its Affiliates to comply with Applicable Laws, accounting standards and securities exchange requirements. If legally permissible and reasonably possible, a Receiving Party will notify the Disclosing Party prior to disclosing its Confidential Information pursuant to this Section and cooperate in good faith with any lawful efforts by the Disclosing Party to avoid or limit the disclosure of its Confidential Information. A Receiving Party will not be obligated to incur any liability, expense or risk in extending such cooperation to a Disclosing Party. Based on legal advice of its attorney, a Receiving Party may disclose the Confidential Information of the Disclosing Party by any deadline established under an Applicable Laws, accounting standard and securities exchange requirement.

- (3) A Receiving Party may disclose and use the Confidential Information of a Disclosing Party to enforce or interpret this Agreement or any other agreement with the Disclosing Party in any arbitration, court or other legal proceeding. A Receiving Party may disclose and use this Confidential Information of a Disclosing Party to defend the Receiving Party or its Affiliates or their respective Representatives in any arbitration, court or other legal proceeding. In either circumstance, the Receiving Party will ensure that a protective order, agreement or other mechanism is in place to preserve the confidentiality of the Confidential Information.
- (4) A Receiving Party and its Representatives may disclose and use the Confidential Information for any other purpose consented to by a Disclosing Party in a written notice signed by an officer of the Disclosing Party delivered to the Receiving Party. The other purpose described in the written notice will become one of the "Authorized Purposes" from and after the date of such written notice.
7. In disclosing its Confidential Information to a Receiving Party, a Disclosing Party represents, warrants and covenants to the Receiving Party that:
- (1) The Disclosing Party owns and has the right to disclose and authorize the use of Confidential Information as provided in this Agreement.
- (2) The Receiving Party and its Representatives may use the Confidential Information of the Disclosing Party for the Authorized Purposes provided in this Agreement.
- (3) The Disclosing Party will indemnify, defend and hold harmless the Receiving Party and its Representatives against any claim of a third-party that the disclosure and use of the Confidential Information of the Disclosing Party as provided in this Agreement infringes on a patent, trademark, copyright, trade secret or other intellectual property of the third-party registered in or otherwise recognized and enforceable under Applicable Laws.
- Except for the limited representations and warranties in this Section, a Disclosing Party disclaims all other representations and warranties of any kind related to its Confidential Information, whether express, implied or arising by operation of law, including the disclaimer, without limitation, of any representation and warranties concerning merchantability, fitness for a particular purpose, truth, accuracy or completeness.
8. For Confidential Information that is *not* a trade secret of a Disclosing Party under Applicable Laws, the rights and obligations of the Parties under this Section will continue until the earlier of (i) sixty (60) months from the date of disclosure to a Receiving Party or (ii) the date such information ceases to be considered Confidential Information under this Agreement. For Confidential Information that is a trade secret of a Disclosing Party under Applicable Laws, the rights and obligations of the Parties under this Section will continue until such information ceases to be a trade secret of the Disclosing Party under Applicable Laws.
9. A Receiving Party will return or destroy all forms of Confidential Information of the Disclosing Party in the custody of the Receiving Party and its Representatives within ten (10) days of receipt of a written request from the Disclosing Party and after the expiration or earlier termination of this Agreement. This will include, without limitation, all copies, records, documents and other information representing, comprising, containing, referencing or created based on Confidential Information of the Disclosing Party. Notwithstanding the foregoing, a Receiving Party and its Representatives may retain copies of Confidential Information of the Disclosing Party which (x) the Receiving Party and its Representatives are required to retain to comply with Applicable Laws, accounting standards and securities exchange requirements (but only for the duration and in the manner so required for these limited purposes); or (y) have been archived in electronic form by the Receiving Party and its Representatives and which would be unduly burdensome for the Receiving Party and its Representatives to have to search for and delete the Confidential Information of the Disclosing Party.

10. Except for the limited right to disclose and use Confidential Information of a Disclosing Party for the Authorized Purposes provided in the this Section and except for any license of intellectual property granted by a Disclosing Party to the Receiving Party in a Purchase Schedule, this Agreement does not grant a Receiving Party or its Representatives any right, title, interest or ownership in the Confidential Information of the Disclosing Party nor in any patent, trademark, copyright or other intellectual property of the Disclosing Party. As between the Parties during the Term, to be effective, the grant of any right, title, interest and ownership in and to any Confidential Information of Party or in an patents, trademarks, copyrights and other intellectual property of the Party must be in writing and signed by the chief executive officers of the Parties. During the Term, a Party will not develop intellectual property for, on behalf of, or in collaboration with, the other Party unless the Parties have entered into a Purchase Schedule or other separate written agreement signed by an officer of each Party.

X. Dispute Resolution

1. **Negotiation.** If a Party believes that the other Party has breached this Agreement or if there is a dispute between the Parties over the interpretation of this Agreement (a "Dispute"), the Parties will endeavor to resolve the Dispute through good faith negotiation for a period of thirty (30) days after a Party notifies the other Party of the Dispute and before either Party requests mediation or files litigation to resolve the Dispute.
2. **Mediation.** If the Parties have been unable to resolve a Dispute through good faith negotiation as provided in the prior Subsection, a Party may request that the Parties attempt to resolve the Dispute through mediation by notifying the other Party with a copy to JAMS. The Parties will attempt to select a mutually acceptable JAMS mediator, and a mediation location in Lake County, Illinois or Cook County, Illinois, within ten (10) days of the notice requesting mediation. If the Parties are unable to agree on a JAMS mediator or mediation location, JAMS will appoint the mediator and a mediation location in Lake County, Illinois or Cook County, Illinois. The mediation will be held at the selected mediation location within thirty (30) days of the notice requesting mediation before a JAMS mediator and in compliance with JAMS mediation guidelines. Each party will bear its own costs in preparing for and participating in the mediation and one-half of the fees and expenses charged by JAMS for conducting the mediation.
3. **Litigation.** If the Parties are unable to resolve a Dispute through negotiation or mediation as provided in the prior Subsections, a Party may file litigation against the other Party in a court of competent jurisdiction in the United States of America. With respect to litigation involving only the Parties or their Affiliates, the Parties irrevocably consent to the exclusive personal jurisdiction and venue of the U.S. federal and Illinois state courts of competent subject matter jurisdiction located in Lake County, Illinois or Cook County, Illinois and their respective higher courts of appeal for the limited purpose of resolving a Dispute, and the Parties waive, to the fullest extent permitted by Applicable Laws, any defense of inconvenient forum. The Parties waive any right to trial by jury as to any Disputes resolved through litigation. Notwithstanding the foregoing, a Party may file litigation to resolve a Dispute without undergoing either negotiation or mediation as provided in the prior Subsections for any Dispute involving: (i) infringement on intellectual property; (ii) the unauthorized use or disclosure of Confidential Information; or (iii) a request for a temporary restraining order, a preliminary or permanent injunction or any similar types of equitable relief.
4. **Remedies.** Except as expressly limited in the preceding Subsections and the other provisions in this Agreement, a Party may immediately exercise any rights and remedies available to the Party under Applicable Laws upon a breach of this Agreement by the other Party. A Party will *not* suspend performance under nor terminate this Agreement or any accepted purchase order for a product being purchased and sold under this Agreement unless: (1) the other Party is in material breach of this Agreement and has either refused to cure the material breach or has failed to cure the material breach within thirty (30) day of its receipt of written notice of the failure; and (2) the Parties have been unable to resolve the Dispute related to the material breach through negotiation or mediation, or the breaching Party has refused or failed to attempt to resolve the Dispute through negotiation or mediation, as provided in this Section. Notwithstanding the foregoing, a Party may suspend performance or terminate this Agreement or any accepted purchase order for Services being purchased and sold under this Agreement immediately on written notice to the other Party, and without providing the other

Party an opportunity to cure the material breach or attempting to resolve a Dispute over the material breach by negotiation or mediation as provided in this Section, for a material breach by the other Party involving substantial harm to the reputation, goodwill and business of the non-breaching Party that cannot reasonably be avoided or fully redressed by providing the other Party an opportunity to cure the material breach.

5. **Late Fees and Collection Costs.** If a Party (the "Payor") fails to pay the other Party (the "Payee") an amount owed under this Agreement by the payment due date, then the Payor will owe the Payee: (i) the delinquent amount; and (ii) a late payment fee equal to two percent (2%) of the delinquent amount for each full or partial calendar month past the due date that the delinquent amount remains unpaid. In addition, if the Payee has to file litigation to collect the amount owed and the Payee prevails in the litigation, Payor will reimburse Payee for actual, reasonable, substantiated out-of-pocket expenses incurred by Payee in collecting the delinquent amount and accrued late payment fees on the delinquent amount. Under no circumstance will the late payment fee payable to Payee exceed the amount that a creditor may lawfully impose on a debtor on a delinquent amount under Applicable Law.

XI. Miscellaneous

1. **Entire Agreement.** This Agreement, including its appended Exhibits and Purchase Schedules entered into during the Term, constitutes the entire agreement between the Parties with respect to the receipt, storage and delivery of Reynolds Products at the Warehouses. This Agreement supersedes all prior and simultaneous representations, discussions, negotiations, letters, proposals, agreements and understandings, whether written or oral, with respect to this subject matter. This Agreement will not be binding on either Party unless and until signed by the chief executive officers of each Party. No handwritten or other addition, deletion or other modification to the printed portions of this Agreement will be binding upon either Party to this Agreement.
2. **Amendments.** A Party may not amend this Agreement nor supplement the terms and conditions in this Agreement through the inclusion of additional or different terms and conditions in any quotation, purchase order, invoice, bill of lading, letter, email or other document or communication. This Section does not prevent the reliance on the descriptive information in transaction documents identifying the ordered Products (e.g., the type and quantity of ordered products and scheduled date and location for delivery). No amendment of this Agreement will be valid or effective unless made in writing and signed and exchanged by officers of the Parties. A Party may approve or reject a request for an amendment in its sole and absolute discretion.
3. **Waiver.** The failure of either party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights shall not operate as a continuing waiver of such rights. No right or obligation under this Agreement will be considered to have been waived by a Party unless such waiver is in writing and is signed by an officer of the waiving Party and delivered to the other Party. No consent to or waiver of a breach by either Party will constitute a consent to, waiver of, or excuse for any other, different, or subsequent breach by such Party.
4. **Governing Law.** This Agreement and all claims or causes of action arising out of or related to this Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the State of Illinois and the United States of America, without giving effect to its principles or rules of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods will not govern nor otherwise be applicable to this Agreement.
5. **Severability.** If any term of provision of this Agreement, or the application thereof shall be found invalid, void or unenforceable by any government or governmental organization having jurisdiction over the subject matter, the remaining provisions, and any application thereof, shall nevertheless continue in full force and effect.
6. **Assignment.** This Agreement, its rights and obligations, is not assignable nor otherwise transferable by either Party, in whole or in part, except with the prior written consent of the other Party, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either Party may assign this Agreement in its entirety to any of its Affiliates or to a successor-in-interest in connection with any merger,

consolidation, sale of assets or equity interests or other forms of strategic transaction written notice to, but without the prior written of, the other Party provided that: (i) the assignee assumes all rights, obligations and liabilities of the assignor under this Agreement; and (ii) the assignee is not a competitor of the other Party. An assignment of this Agreement, in whole or in part, will not release the assigning Party of its obligations and liabilities under this Agreement, whether arising before or after the effective date of the assignment, unless the other Party approves the release in a written notice to the assigning Party. The assigning Party will provide the other Party with written notice of such assignment prior to or promptly following the effective date of such assignment. A change of majority ownership of a Party will be deemed an assignment of this Agreement unless the assignment is the result of Reynolds Group Holdings Limited ceasing to control the majority ownership of a Party. The restrictions in this Section will not preclude a Party for authorizing one or more of its Affiliates to manufacture, store, purchase, sell or deliver a product, or exercise any other right or perform any other obligation, on behalf of the Party under this Agreement. Subject to the foregoing, all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assignees of the respective Parties.

7. **Third Party Beneficiaries.** There are no intended third-party beneficiaries of this Agreement.
8. **Good Faith and Cooperation.** Except where this Agreement states that a Party may expressly exercise a right or render a decision in its “sole and absolute discretion”, a Party will exercise its rights under this Agreement in its good faith business judgment. A Party will perform its obligations under this Agreement in a commercially reasonable manner consistent with industry practices and in compliance with Applicable Laws. A Party will promptly take such actions, provide such information and sign such documents as the other Party may reasonably request to obtain the benefits and exercise the rights granted, and to perform the obligations imposed, under this Agreement.
9. **Notices.** Any notice required or permitted to be provided by a Party under this Agreement will be made to the notice address of the receiving Party set forth below or to an alternate notice address later designated by the receiving Party in accordance with this Subsection. Notices will be effective upon actual receipt by the receiving Party. An emailed notice will be effective against a receiving Party only if the Receiving Party acknowledge receipt of the emailed notice in a return notice to the notifying Party. A receiving Party agrees to acknowledge receipt of an email notice in good faith promptly following receipt. A Party may change its address for notice by giving notice to the other party Pursuant to this Subsection.

Address for notice to Pactiv:

Pactiv LLC
1900 West Field Court
Lake Forest, IL 60045
Attn: John McGrath, Chief Executive Officer
Email: jmcgrath@pactiv.com

For any notice concerning an Operations Change, breach or termination, with a copy to:

Pactiv LLC
1900 West Field Court
Lake Forest, IL 60045
Attn: Steven R. Karl, General Counsel
Email: skarl@pactiv.com

Address for notices to RCP:

Reynolds Consumer Products LLC
1900 W. Field Court
Lake Forest, IL 60045
Attention: Lance Mitchell, Chief Executive Officer
Email: Lance.Mitchell@ReynoldsBrands.com

For any notice concerning a breach or termination, with a copy to:

Reynolds Consumer Products LLC
1900 W. Field Court
Lake Forest, IL 60045
Attention: David Watson, General Counsel
Email: David.Watson@ReynoldsBrands.com

10. **Independent Contractors.** The relationship of the Parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to: (a) give either Party the power to direct and control the day-to-day activities of the other Party, (b) establish the Parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking, or (c) allow a Party to bind the other Party in any manner or otherwise create or assume any obligation on behalf of the other Party for any purpose whatsoever. A Party will not be considered an agent of the other Party.
11. **Non-Exclusive Supply Relationship.** This Agreement is not evidence of, nor does it create, any form of exclusive supply relationship between the Parties concerning the receipt, storage or delivery of Reynolds Products at any Warehouse. Nothing in the Agreement obligates Reynolds to store any Reynolds Products at a Warehouse during the Term.
12. **Construction.** Unless the context otherwise requires, the following rules of construction will be applied to in the interpretation of the agreement: (1) headings are for convenience only and do not affect interpretation; (2) singular includes the plural and vice-versa; (3) gender includes all genders; (4) if a word or phrase is defined, its other grammatical forms have a corresponding meaning; (5) the meaning of general words is not limited by specific examples introduced by “includes”, “including” or “for example” or similar expressions; (6) the word “person” includes an individual, corporation, company, trust, partnership, limited partnership, unincorporated body, joint venture, consortium or other legal entity; (7) a reference in any Purchase Schedule or Exhibit to an section, subsection or clause is a reference to a section, subsection or clause in that Purchase Schedule or Exhibit unless otherwise identified; (8) reference to an Exhibit is a reference to an Exhibit described, appended or otherwise identified in this Agreement; (9) a reference to conduct includes, without limitation, an omission, statement or undertaking, whether or not in writing; (10) a reference to a third-party is a reference to a person who is not a Party to this agreement; (11) where a period of time is specified for the performance of any act and dates from a given day or the day of an act or event, the period shall be exclusive of that date; and (12) the Parties agree that this Agreement is the product of negotiation between sophisticated parties and individuals, all of whom were or have been given the opportunity to be represented by counsel, and each of whom had an opportunity to participate in, and did participate in, negotiation of the terms hereof; accordingly, the Parties acknowledge and agree that the Agreement is not a contract of adhesion and that ambiguities in the Agreement, if any, shall not be construed strictly or in favor of or against either Party, but rather shall be given a fair and reasonable construction.
13. **Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against the Party whose signature appears thereon, but all of which taken together shall constitute but one and the same instrument. Acceptance of this Agreement may be made by e-mail, mail or other commercially reasonable means showing the signatures of the chief executive officers of the Parties.

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SIGNATURE PAGE AND EXHIBITS FOLLOW

**Execution Copy 10-24-2019
Warehouse and Freight Services Agreement Dated November 1, 2019
Between Reynolds Consumer Products LLC and Pactiv LLC
Page 17 of 17**

IN WITNESS WHEREOF, the Parties have executed this Warehouse and Freight Services Supply Agreement effective as of the Effective Date.

PACTIV LLC

By: /s/ John McGrath
John McGrath
Chief Executive Officer

REYNOLDS CONSUMER PRODUCTS LLC

By: /s/ Lance Mitchell
Lance Mitchell
Chief Executive Officer

**Execution Copy 10-24-2019
Warehouse and Freight Services Agreement Dated November 1, 2019
Between Pactiv LLC
And Reynolds Consumer Products LLC**

TRANSITION SERVICES AGREEMENT

TRANSITION SERVICES AGREEMENT (the “Agreement”) dated as of November 1, 2019, between **Pactiv LLC**, a Delaware limited liability company (“PACTIV”), and **Reynolds Consumer Products LLC**, a Delaware limited liability company, (the “Company” or “RCP”). Each Party or any of its Affiliates providing services hereunder shall be a “Provider,” and each Party or any of its Affiliates receiving services hereunder shall be a “Recipient.”

PRELIMINARY STATEMENT

A. PACTIV and Company are subsidiaries of Reynolds Group Holdings Limited, a company organized under the laws of New Zealand (“RGHL”). In order to align business operations related to warehousing and manufacturing, certain PACTIV facilities are transferring to RCP effective November 1, 2019 (the “Commencement Date”).

B. In order to facilitate the transfer of the PACTIV facilities to the Company, (i) PACTIV will provide, or cause its Affiliates to provide, certain services to the Company and its Affiliates, and (ii) the Company will provide, or cause its Affiliates to provide, certain services to PACTIV and its Affiliates, all on the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. The following terms shall have the respective meanings set forth below throughout this Agreement:

“Affiliate” means, with respect to any person, any other person who directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such person. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise, and the terms “controlled” and “controlling” have meanings correlative thereto. For the avoidance of doubt, for the purposes of this Agreement and all exhibits thereto, the term Affiliate shall not apply to the relationship between PACTIV or RGHL or either of their respective Affiliates on the one hand and RCP and its direct and indirect subsidiaries on the other hand.

“Applicable Rate” means the average of the daily “prime rate” (expressed rate per annum) published in *The Wall Street Journal* for each of the days in the applicable period, plus two percent (2%).

“Business” means the manufacture and sale of consumer products including cooking products, waste & storage products, and tableware by the Company and activities ancillary thereto.

“Business Day” means any day that is not (a) a Saturday, (b) a Sunday, or (c) any other day on which commercial banks are authorized or required by law to be closed in the City of New York.

“Change” has the meaning set forth in Section 3.1(c).

“Commencement Date” has the meaning set forth in the preamble.

“Confidential Information” means any information of a Party, its Affiliates, members, licensors, consultants, service providers, advisors or agents that is confidential or proprietary, however recorded or preserved, whether written or oral. Confidential Information includes trade secrets, pricing data, employee information, customer information, cost information, supplier information, financial and tax matters, third-party contract terms, inventions, know-how, processes, methods, models, technical information, schedules, code, ideas, concepts, data, software and business plans (regardless of whether such information is identified as confidential).

“Dispute Negotiations” has the meaning set forth in Section 3.3(b).

“Fees” has the meaning set forth in Section 5.1.

“Force Majeure Event” has the meaning set forth in Section 10.1.

“Governmental Authority” means governmental or quasi-governmental entity of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal) or (iii) body exercising, or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature, including any arbitral tribunal.

“Indemnified Parties” has the meaning set forth in Section 9.1.

“Indemnifying Party” has the meaning set forth in Section 9.1.

“Law” means a law, statute, order, ordinance, rule, regulation, judgment, injunction, order, or decree.

“Litigation” means any action, cease and desist letter, demand, suit, arbitration proceeding, administrative or regulatory proceeding, citation, summons or subpoena of any nature, civil, criminal, regulatory or otherwise, in law or in equity.

“Losses” means any and all damages, liabilities, losses, obligations, claims of any kind, interest and expenses (including reasonable fees and expenses of attorneys).

“Party” means PACTIV or Company, as applicable (collectively, the “Parties”).

“Personnel” means, with respect to any Party, (i) the employees, officers and directors of such Party or its Affiliates or (ii) agents, accountants, attorneys, independent contractors and other third parties engaged by such Party or its Affiliates.

“Provider” has the meaning set forth in the preamble.

“Recipient” has the meaning set forth in the preamble

“Reverse Transition Services” has the meaning set forth in Section 2.1(b).

“Sale and Services Taxes” has the meaning set forth in Section 5.5.

“Security Incident” has the meaning set forth in Section 4.1.

“Security Regulations” means a Party’s and its Affiliates’ system security policies, procedures and requirements, as amended from time to time.

“Service Coordinator” has the meaning set forth in Section 3.3(a).

“Service Standard” has the meaning set forth in Section 3.1(a).

“Services” means the Transition Services and the Reverse Transition Services, unless the context requires otherwise.

“Systems” has the meaning set forth in Section 3.5.

“Tax” means any federal, state, local or foreign income, alternative, minimum, accumulated earnings, personal holding company, franchise, capital stock, profits, windfall profits, gross receipts, sales, use, value added, transfer, registration, stamp, premium, excise, customs duties, severance, environmental (including taxes under section 59A of the Code), real property, personal property, ad valorem, occupancy, license, occupation, employment, payroll, social security, disability, unemployment, workers’ compensation, withholding, estimated or other similar tax, duty, fee, assessment or other governmental charge or deficiencies thereof (including all interest and penalties thereon and additions thereto).

“Terminating Party” has the meaning set forth in Section 6.3.

“Term” has the meaning set forth in Section 6.1.

“Termination Date” has the meaning set forth in Section 6.1.

“Transition Services” has the meaning set forth in Section 2.1(a).

“TSA Records” has the meaning set forth in Section 7.1(a).

ARTICLE II
SERVICES

Section 2.1 Services.

(a) During the applicable Term of any Service, and in accordance with the terms and conditions of this Agreement, PACTIV shall provide, or shall cause its Affiliates or, subject to Section 2.2, third parties to provide, to the Company or one or more of its Affiliates (in connection with the conduct of the Business) the services described on Exhibit A hereto (the "Transition Services"). Notwithstanding the content of Exhibit A, PACTIV agrees to consider in good faith to any reasonable request by the Company for access to any additional service that is necessary for the operation of the Business, at fees to be agreed upon after good faith negotiation between the parties. PACTIV will not be in breach of this Agreement if PACTIV declines to provide a requested additional service for any good faith reason, including the failure of the Parties to agree to the scope, term, and fee for the additional service. Any such additional services so provided by PACTIV shall constitute Services hereunder and be subject in all respects to the provisions of this Agreement as if fully set forth on Exhibit A as of the date hereof.

(b) During the applicable Term of any Service, and in accordance with the terms and conditions of this Agreement, Company shall provide, or shall cause its Affiliates or, subject to Section 2.2, third parties to provide, to PACTIV or one or more of its Affiliates, the services described on Exhibit B hereto (the "Reverse Transition Services").

Section 2.2 Performance by Affiliates or Subcontractors. Either Party may, in its sole discretion, engage, or cause one of their Affiliates to engage, one or more parties (including other third parties or Affiliates) to provide some or all of the Services; provided, (i) such Party is using such Affiliate or third party to perform the same Services for itself and its Affiliates (to the extent applicable), (ii) such arrangement would not increase the cost to Recipient for such Services, and (iii) if such third party is not already engaged with respect to such Service as of the date hereof, Provider shall obtain the prior written consent of Recipient (not to be unreasonably withheld). Provider shall (x) be responsible for the performance or non-performance of any such parties and (y) in all cases remain responsible for ensuring that obligations with respect to the standards of Services set forth in Article III of this Agreement are satisfied with respect to any Services provided by such Affiliate or third party.

Section 2.3 Scope of Services. Other than as expressly set forth on Exhibit A, Section 2.1, Exhibit B, or as agreed by the Parties in writing, in no event shall Provider be obligated to provide any Service to the Recipient for any purpose other than to facilitate, on a transitional basis, the Recipient's ability to conduct business as conducted immediately preceding the date hereof.

ARTICLE III
SERVICE LEVELS; SERVICE COORDINATORS; TSA COMMITTEE

Section 3.1 Quality of Services.

(a) Provider shall perform the Services (i) at a level of quality substantially similar in all material respects to that at which such Services were performed or enjoyed during the twelve (12) month period prior to the date hereof and (ii) in accordance with applicable Law (collectively, (i) and (ii), the "Service Standard"). Subject to Section 3.1(c), internal controls of Provider and its Affiliates with respect to the Service Standard shall remain materially the same in effect throughout the term of this Agreement. Each Party acknowledges that the other Party and their Affiliates are not professional service providers of the Services.

(b) In the event of any material failure of a Provider to perform the Services, as applicable, in accordance with the Service Standards, Recipient shall provide Provider with written notice of such material failure, and Provider will use commercially reasonable efforts to remedy such failure as soon as reasonably possible and in the same manner that Provider would remedy such a failure for their other businesses undergoing such a material failure.

(c) A Provider may, from time to time: (i) reasonably supplement, modify, upgrade, substitute or otherwise alter ("Change") any Service in a manner consistent with Changes made with respect to similar services provided by Provider on their own behalf or to their Affiliates, including taking any physical or information security measures with respect to such Service, in a manner that does not (x) adversely affect in any material respect the quality or availability of such Service or (y) materially increase the fees payable in connection with such Changed Service; provided that to the extent that any such Change is reasonably likely to modify, substitute or otherwise alter the receipt or use of such Service, Provider shall provide Recipient with reasonable advance written notice of the implementation of the Change to the extent practicable under the circumstances; provided, further, that the Service Standard shall continue to apply to such Service following any Change. If a Change is required by applicable Law or is in response to a threatened Security Incident, Provider may make any and all changes to the Service necessary to comply with applicable Law and any changes thereto or to respond to such threatened Security Incident in a manner consistent with responses made by Provider on its own behalf or in respect of their Affiliates; provided that Provider shall provide Recipient such reasonable advance written notice of the implementation of any such Change as may be practicable under the circumstances; and (ii) with reasonable advance written notice to Recipient, temporarily suspend the provision of a Service as necessary to conduct Systems maintenance or patching without such suspension constituting a breach of the Service Standard.

(d) A Provider need not provide any Service if it is not permitted to do so by applicable Law. To the extent that any Service is not permitted pursuant to applicable Law, the Parties will cooperate in good faith to enter into arrangements reasonably acceptable to each of the Parties under which the Recipient would obtain the benefit of such Service to the same extent (or as nearly as practicable) as if such Service were permitted by applicable Law.

Section 3.2 Policies. Each Party shall, and shall cause any of its Affiliates or third parties providing or receiving Services (as the case may be) to, follow the reasonable policies, procedures and practices of the other Party and its Affiliates applicable to the Services that are known or made known to such Party. A failure of a Recipient to act in accordance with this Section 3.2 that prevents a Provider from providing a Service hereunder shall, upon reasonable advance written notice to the Recipient (where practicable), relieve Provider of its obligations under the Service until such time as the failure has been cured.

Section 3.3 Service Coordinators and Dispute Resolution.

(a) PACTIV and Company shall each nominate a representative to act as the primary contact person with respect to the performance of the Services (each, a “Service Coordinator”). Unless otherwise agreed upon by the Parties, the Parties shall direct all initial communications relating to this Agreement and the Services to the Service Coordinators. The initial Service Coordinators for PACTIV and Company, including their contact information, are set forth on Exhibit C. Either Party may replace its Service Coordinator at any time by providing notice and contact information for the newly designated Service Coordinator in accordance with Section 10.5. The Service Coordinators shall oversee the implementation and ongoing operation of this Agreement. The Parties shall ensure that their respective Service Coordinators shall meet in person or telephonically at such times as are reasonably requested by PACTIV or Company to review and discuss the status of, and any issues arising in connection with, the Services or this Agreement.

(b) In the event a dispute arises between the Parties under this Agreement, telephonic negotiations shall be conducted between the Parties’ respective Service Coordinators within ten (10) days following a written request from any Party (“Dispute Negotiations”). If the Service Coordinators are unable to resolve the dispute within ten (10) days after the Parties have commenced Dispute Negotiations, then either PACTIV or the Company, by written request to the other Party, may request that such dispute be referred for resolution to the respective presidents (or similar position) of the divisions implicated by the matter for the Parties, or more senior executive of a Party if such Party so designates, which presidents (or other executives) will have fifteen (15) days to resolve such dispute. If the presidents of the relevant divisions (or other executives) for each Party do not agree to a resolution of such dispute within fifteen (15) days after the reference of the matter to them, or if the dispute is not otherwise resolved in a friendly manner as set forth in this Section 3.3, then any unresolved dispute may be resolved pursuant to Section 10.8.

Section 3.4 Limitation of Services Provided. Except to the extent required to meet the Service Standards, in providing the Services, the Parties are not obligated to: (i) hire any additional employees; (ii) maintain the employment of any specific employee; (iii) purchase, lease or license any additional equipment or software; or (iv) make any capital investment to provide or continue providing the Services. The Parties have no responsibility to verify the correctness of any information given to them on behalf of the other Party for the purposes of providing the Services.

Section 3.5 Third Party Licenses and Consents. The Parties will cooperate and assist each other, and use commercially reasonable efforts, to obtain, or direct its Affiliates to obtain, any third party consents required under the terms of any agreement between a Party or any of its Affiliates, on the one hand, and a third party, on the other hand, in order for a Party or its Affiliates to provide the Services during the Term. Notwithstanding the foregoing, if the provision of any Service as contemplated by this Agreement requires the consent, license or approval of any third party not previously obtained, the Parties shall use commercially reasonable efforts, to obtain as promptly as possible after the Commencement Date, any third party consents, permits, licenses and approvals required under the terms of any third party agreement in order for Provider to

provide the Services hereunder. The cost of obtaining any consent, permit, license or approval with respect to any Service shall be borne by the Recipient of the relevant Services. If any such consent, permit, license or approval is not obtained, the Parties will cooperate in good faith to enter into reasonably acceptable arrangements under which Recipient would obtain the benefit of such Service to the same extent (or as nearly as practicable) as if such consent were obtained (at Recipient's cost), and each Party will continue to use commercially reasonable efforts to obtain any such required consent or amendment. The Parties acknowledge that it may not be practical to try to anticipate and identify every possible legal, regulatory, and logistical impediment to the provision of Services hereunder. Accordingly, each Party will promptly notify the other Party if it reasonably determines that there is a legal, regulatory, or logistical impediment to the provision of any Service, and the Parties shall each use commercially reasonable efforts to overcome such impediments so that the Services may be provided otherwise in accordance with the terms of this Agreement. All computer systems or software ("Systems"), data, facilities and other resources owned by a Party, its Affiliates or third parties used in connection with the provision or receipt of the Services, as applicable, shall remain the property of such Party, its Affiliates or third parties.

ARTICLE IV SECURITY; SYSTEMS

Section 4.1 Security Breaches. If any Party discovers (a) any material breach of the Security Regulations or of the systems used to provide the Services or (b) any breach or threatened breach of the Security Regulations that involves or may reasonably be expected to involve unauthorized access, disclosure or use of the other Party's or its Affiliates' Confidential Information (each of (a) and (b), a "Security Incident"), such Party shall, at the cost of the Party responsible for the Security Incident, (i) promptly (both orally, if practicable, and in any event in writing) notify the other Party of the Security Incident and (ii) reasonably cooperate with the other Party (1) to take commercially reasonable measures necessary to control and contain the security of such Confidential Information, (2) to remedy any such Security Incident, including using commercially reasonable efforts to identify and address any root causes for such Security Incident, (3) to furnish full details of the Security Incident to the other Party and keep such other Party advised of all material measures taken and other developments with respect to such Security Incident, (4) in any litigation or formal action with third parties or in connection with any regulatory, investigatory or other action of any Governmental Authority and (5) in notifying the other Party's or its Affiliates' customers and Personnel and other persons of the Security Incident to the extent reasonably requested by the other Party.

Section 4.2 Systems Security.

(a) If PACTIV, Company, their Affiliates or their respective Personnel receive access to any of PACTIV's, Company's, or their respective Affiliates', as applicable, Systems in connection with the Services, the accessing Party or its Personnel, as the case may be, shall comply with all of such other Party's and its Affiliates' reasonable Security Regulations known to such accessing Party or its Personnel or made known to such accessing Party or its Personnel in writing, and will not tamper with, compromise or circumvent any security, Security Regulations or audit measures employed by such other Party or its relevant Affiliate.

(b) Each Party shall, and shall cause its Affiliates to, as required by applicable Law, (i) ensure that only those of its Personnel who are specifically authorized to have access to the Systems of the other Party or its Affiliates gain such access and (ii) prevent unauthorized access, use, destruction, alteration or loss of information contained therein, including by notifying its Personnel regarding the restrictions set forth in this Agreement and establishing appropriate policies designed to effectively enforce such restrictions.

(c) Each Party shall, and shall cause their respective Affiliates to, access and use only those Systems of the other Party and its Affiliates, and only such data and information within such Systems, to which they have been granted the right to access and use. Any Party and its Affiliates shall have the right to deny the Personnel of the other Party or its Affiliates access to such first Party's or its Affiliates' Systems, after prior written notice and consultation with the other Party, in the event the Party reasonably believes that such Personnel pose a security concern.

Section 4.3 Viruses. Provider and Recipient shall each use its commercially reasonable efforts consistent with its past practices to prevent the introduction or coding of viruses or similar items into the Systems of the other Party. Without limiting the rights and remedies of any party hereunder, in the event a virus or similar item is introduced into the Systems of a Party, whether or not such introduction is attributable to the other Party (including such other Party's failure to perform its obligations under this Agreement), the other Party shall, as soon as practicable, use its commercially reasonable efforts to assist such Party in reducing the effects of the virus or similar item, and if the virus or similar item causes a loss of operational efficiency or loss of data, upon such Party's request, work as soon as practicable to contain and remedy the problem and to restore lost data resulting from such introduction.

Section 4.4 Providers' Software. Except as authorized by this Agreement or by Provider's express written consent, Recipient shall not, and shall cause its Affiliates not to, copy, modify, reverse engineer, decompile or in any way alter any software of Provider or any of its Affiliates.

Section 4.5 System Upgrades. No Provider shall be required to purchase, upgrade, enhance or otherwise modify any Systems used by any Recipient as of the date hereof in connection with the business of any Party, or to provide any support or maintenance services for any Systems that have been upgraded, enhanced or otherwise modified from the Systems that are used in connection with the business of any Party as of the date hereof.

ARTICLE V FEES

Section 5.1 Fees. Recipient shall pay Provider (i) the fee for each Service set forth on Exhibit A or Exhibit B, (ii) Providers' and their Affiliates' reasonable and documented out-of-pocket expenses incurred in providing the Services, including the third-party fees and expenses that are charged to Recipient or their Affiliates in connection with provision of the Services (including any fees and expenses charged by subcontractors permitted to provide the Services under Section 2.2) but excluding payments made to employees of Provider or any of their Affiliates pursuant to Section 5.2, and (iii) any other fees as agreed to by the Parties in writing (collectively, the "Fees").

Section 5.2 Responsibility for Wages and Fees. Any employees of Provider or any of their Affiliates providing Services to Recipient under this Agreement will remain employees of Provider or such Affiliate and shall not be deemed to be employees of Recipient for any purpose. Provider or such Affiliate shall be solely responsible for the payment and provision of all wages, bonuses and commissions, employee benefits, including severance and worker's compensation, and the withholding and payment of applicable Taxes relating to such employment.

Section 5.3 Invoices. Provider shall submit or cause to be submitted to Recipient in writing, within 15 days after the end of each month, an invoice setting forth the Fees for the Services provided to Recipient during such month in reasonable detail, as applicable, due under such invoice.

Section 5.4 Payment. Recipient shall pay, or cause to be paid, the Fees shown on an invoice no later than of the last business day of the month Recipient received such invoice unless disputed in accordance with Section 5.7. Any amount not received from the invoiced Party within such period shall bear interest at the Applicable Rate, from and including the last date of such period to, but excluding, the date of payment.

Section 5.5 Sales Tax, Etc. Provider shall be entitled to invoice and collect from Recipient any additional amounts required for state, local and foreign sales Tax, value added Tax, goods and services Tax or similar Tax with respect to the provision of the Services hereunder, as applicable ("Sale and Services Taxes"). Notwithstanding the previous sentence, if the Recipient is exempt from liability for such Sale and Services Taxes, it shall provide Provider with a certificate (or other proof) evidencing an exemption from liability for such Sale and Services Taxes. Provider shall be responsible for any losses (including any deficiency, interest and penalties) imposed as a result of a failure to timely remit such Sale and Services Taxes to the applicable tax authority to the extent the Recipient timely remits such Sale and Services Taxes to Provider or Provider's failure to do so results from Provider's failure to timely charge or invoice such Sale and Services Taxes. The Recipient shall be entitled to any refund of any such Sale and Services Taxes paid in excess of liability as determined at a later date. Provider shall promptly notify the Recipient of any deficiency claim or similar notice by a tax authority with respect to Sale and Services Taxes payable hereunder, and of any pending audit or other proceeding that could lead to the imposition of Sales and Services Taxes payable hereunder.

Section 5.6 No Offset. Recipient shall not withhold any payments due under this Agreement in order to offset payments due (or to become due) to Recipient pursuant to this Agreement unless such withholding is mutually agreed to by the Parties in writing or is provided for in the final ruling of a court. Any required adjustment to payments due hereunder will be made as a subsequent invoice.

Section 5.7 Invoice Disputes. In the event of an invoice dispute, the disputing Party shall deliver a written statement to the other Party no later than the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed shall be deemed accepted and shall be paid, notwithstanding disputes on other items, within the period set forth in Section 5.4. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Provider shall continue performing the Services in accordance with this Agreement pending resolution of any dispute.

Section 5.8 Audit. At the request of Recipient, Provider shall provide to Recipient and its Affiliates reasonable access to Provider's applicable Personnel and records with respect to the amount charged in connection with any Service so that Recipient may confirm that the pass through costs incurred by Provider or, to the extent such Service is provided on an hourly basis, information related to hours worked in connection with such Service, are commensurate with the amount charged to Recipient for such Service. In the event that Recipient believes that the amount charged to Recipient materially exceeds the pass through costs actually incurred by Provider or hours charged in connection with such Service, the Parties shall review such matter in good faith.

ARTICLE VI
TERM AND TERMINATION

Section 6.1 Term of Services. With respect to each of the Services, the term thereof will be for a period commencing as of the date hereof, unless a different date is specified as the commencement date for any applicable Service on Exhibit A or Exhibit B (either, a "Commencement Date"), and shall continue until 12 months following the Commencement Date unless (i) such other date as is specified as the termination date for any applicable Service in this Agreement or on Exhibit A or Exhibit B, as applicable (the "Term") or (ii) earlier terminated pursuant to this Agreement (a "Termination Date").

Section 6.2 Termination of Services. Except as agreed by the Parties in writing or as otherwise stated in the Exhibits, Company may terminate for convenience any Transition Service, and PACTIV may terminate for convenience any Reverse Transition Service, upon 30 days' prior written notice of such termination; provided, that any unamortized costs associated with Provider's purchase of any license or other costs incurred specifically for the purpose of providing the Services hereunder will be passed through to the Terminating Party. Upon termination of any Service pursuant to this Section 6.2, the Terminating Party's obligation to pay for such Service will cease except any sums accrued or due as of the date of such early termination for Services rendered (which shall include (i) any amounts contemplated by 6.2(b), plus (ii) a pro rata portion of any fees applicable to the current period in which such Services are being performed if the applicable fee is determined on a period by period basis as set forth on Exhibit A or Exhibit B, as applicable). The provisions of this Section 6.2 shall apply *mutatis mutandis* with respect to any assignment of this Agreement subject to Section 10.10(b) and the Parties will negotiate in good faith regarding fee allocations and, if necessary, early termination or partial termination of any Services.

Section 6.3 Termination of Agreement. This Agreement shall terminate when the Termination Date has occurred for all Services. In addition, this Agreement may be terminated by either Party (the "Terminating Party") upon written notice to the other Party (which notice, in case of material breach, shall specify the basis for such claim for breach), if:

(a) the other Party or its Affiliates materially breaches this Agreement and such breach is not cured, to the reasonable satisfaction of the Terminating Party, within thirty (30) days of written notice thereof, it being understood that a good-faith dispute over an invoice or Service shall not constitute a material breach of this Agreement; or

(b) the other Party files for bankruptcy or similar proceeding, is the subject of an involuntary filing for bankruptcy or similar proceeding (not dismissed within sixty (60) days), makes a general assignment of all or substantially all of its assets for the benefit of creditors, becomes or is declared insolvent, becomes the subject of any proceedings (not dismissed within sixty (60) days) related to its liquidation, insolvency, bankruptcy or the appointment of a trustee or a receiver, takes any corporate action for its winding up or dissolution, or a court approves reorganization proceedings on such Party.

Section 6.4 Effect of Termination. Upon any termination or expiration of this Agreement or any Service provided hereunder:

(a) each Party shall, and shall cause its Affiliates to, as soon as practicable, return to the other Party any equipment, books, records, files and other property, not including current or archived copies of computer files, of the other Party, its Affiliates and their respective third-party service providers, that is in the Party's or its Affiliates' possession or control (and, in case of termination of one or more specific Services, only the equipment, books, records, files and other property, not including current or archived copies of computer files, that are used in connection with the provision or receipt solely of such Services and of no other Services); and

(b) the intellectual property license granted by Section 8.2 shall terminate; provided, however, that in the case of termination of a specific Service, such license shall terminate only to the extent such license was necessary for the provision or receipt of such Service and is not necessary for any other Service that has not yet terminated.

Section 6.5 Survival. The following Articles and Sections shall survive the termination or expiration of this Agreement, including the rights and obligations of each Party thereunder: Article I; Article V; this Article VI; Article VII; Article IX; and Article X.

ARTICLE VII BOOKS AND RECORDS

Section 7.1 TSA Books and Records.

(a) The Parties shall, and shall cause each of their respective Affiliates to, take reasonable steps to maintain books and records of all material transactions pertaining to, and all data used by it, in the performance of the Services (the "TSA Records"). The TSA Records shall be maintained (a) in a format substantially similar to the format such books and records are maintained as of the date hereof, (b) in accordance with any and all applicable Laws and (c) in accordance with the maintaining Party's business record retention policies.

(b) Each Party shall make the TSA Records it maintains available to the other Party and its Affiliates and their respective auditors or other representatives, and in any event to any Governmental Authority, during normal business hours on reasonable prior notice (it being understood that TSA Records that are not stored on a Party's regular business premises will require additional time to retrieve), for review, inspection, examination and, at the reviewing Party's reasonable expense, reproduction. Access to such TSA Records shall be exercised by a Party and its Affiliates and their authorized representatives in a manner that shall not interfere unreasonably with the normal operations of the Party maintaining the TSA Records. In connection with such review of TSA Records, and upon reasonable prior notice, a reviewing Party and its Affiliates shall have the right to discuss matters relating to the TSA Records with the employees of the Party or its Affiliates who are maintaining the relevant TSA Records and providing the Services, as applicable, during regular business hours and without undue disruption of the normal operations of such maintaining and providing Party or its Affiliates. Neither Party shall have access to any TSA Records, and neither Party shall be required to provide access or disclose information, when such access or disclosure would jeopardize any attorney-client privilege or violate any applicable Law (provided that such party shall use commercially reasonable efforts to provide such access or share such information in a manner that would not jeopardize any such privilege or violate any such Law). Each Party's rights under this Section 7.1(b) shall continue for so long as TSA Records are required to be maintained by the other Party under Section 7.1(a).

Section 7.2 Access to Information; Books and Records.

(a) On and after the Commencement Date, PACTIV shall, and shall cause its Affiliates to, until the 7th anniversary of the Commencement Date, afford to RCP and its employees and authorized representatives during normal business hours reasonable access to their books of account, financial and other records (including accountant's work papers), information, employees and auditors at the Company's expense to the extent necessary or useful for the Company in connection with any audit, investigation, or dispute or Litigation (other than any Litigation involving a dispute between the Parties) or any other reasonable business purpose relating to the Business; provided that any such access by RCP shall not unreasonably interfere with the conduct of the business of PACTIV and its Affiliates.

(b) After the Commencement Date, RCP shall, and shall cause its Affiliates to, until the 7th anniversary of the Commencement Date, afford to PACTIV and its employees and authorized representatives reasonable access to RCP's employees and auditors, retain all books, records (including accountant's work papers), and other information and documents pertaining to the Business in existence on the Commencement Date and make available for inspection and copying by PACTIV (at PACTIV's expense) during normal business hours, in each case so as not to unreasonably interfere with the conduct of the business of RCP and its Affiliates, such information (A) as may be required by any Governmental Authority, including pursuant to any applicable Law or regulatory request or to prepare or file any Tax related documentation, (B) as may be necessary for PACTIV or its Affiliates in connection with their ongoing financial reporting, accounting or other purpose related to PACTIV and Company's affiliation immediately prior to the Commencement date, or (C) as may be necessary for PACTIV or its Affiliates to perform their respective obligations pursuant to this Agreement or in connection with any Litigation (other than any Litigation involving a dispute between the parties), in each case subject to compliance with all applicable privacy Laws.

(c) Notwithstanding anything to the contrary in this Section 7.2, the Party granting access under Section 7.2(a) or Section 7.2(b) may withhold any document (or portions thereof) or information (i) that is subject to the terms of a non-disclosure agreement with a third party (provided that such party shall use commercially reasonable efforts to share such information in a manner that would not violate any such obligation), (ii) that may constitute privileged attorney-client communications or attorney work product and the transfer of which, or the provision of access to which, as reasonably determined by such Party's counsel, constitutes a waiver of any such privilege (provided that such party shall use commercially reasonable efforts to share such information in a manner that would not jeopardize any such privilege), or (iii) if the provision of access to such document (or portion thereof) or information, as determined by such Party's counsel, would reasonably be expected to conflict with applicable Laws.

Section 7.3 Non-Disclosure Agreements. To the extent that any third-party proprietor of information or software to be disclosed or made available to a Recipient in connection with performance of the Services requires a specific form of non-disclosure agreement as a condition of such third party's consent to use the same for the benefit of Recipient or to permit the Recipient access to such information or software, each Party shall, or shall cause its relevant Affiliate to, as a condition to the receipt of such portion of the Services, execute (and shall cause its Personnel to execute, if reasonably required) any such form.

Section 7.4 Confidential Information.

(a) Each Party agrees to take the necessary steps to protect any Confidential Information of the other Party with at least the same degree of care that the receiving Party uses to protect its own confidential or proprietary information of like kind, but not less than reasonable care. Neither Party shall use the other Party's Confidential Information other than to perform Services pursuant to this Agreement or pursuant to Section 7.2 herein. The obligation of confidentiality hereunder shall not apply to information that (i) was already in the possession of the receiving Party without restriction on its use or disclosure prior to the receipt of the information from the disclosing Party, (ii) is or becomes available to the general public through no act or fault of the receiving Party, (iii) is rightfully disclosed to the receiving Party by a third party without restriction on its use or disclosure, (iv) is independently developed by employees and/or consultants of the receiving Party who have not had access to the disclosing Party's Confidential Information, (v) is disclosed to the receiving Party after the receiving Party properly gave notice to the disclosing Party that the receiving Party no longer desired to receive any additional Confidential Information from the disclosing Party, or (vi) is required to be disclosed pursuant to judicial or governmental decree or order, provided that the disclosing Party is, where permitted, given prompt written notice of and the opportunity to defend against disclosure pursuant to such decree or order.

(b) Upon any termination or expiration of this Agreement, at the written request of the other Party, each Party shall, and shall cause any of its Affiliates or third-party vendors used in connection with the provision or receipt of the Services to, deliver to the other Party (i) all records and data (including backup tapes, records and related information) received, computed, developed, processed and stored by it hereunder in a readable format reasonably acceptable to the other Party, and (ii) all other Confidential Information of such other Party, but excluding, in each case, (1) any information stored electronically in a back-up file pursuant to the receiving Party's customary electronic back-up practices which may be retained by such Party solely for archival purposes and subject to the continuing confidentiality obligations set forth in herein, and (2) any information obtained pursuant to Section 7.2 herein; provided that, in lieu of delivering all of the foregoing to the other Party, the relevant delivering Party may confirm in writing that it has destroyed, or has caused PACTIV or Company, as the case may be, to destroy, all of the foregoing.

ARTICLE VIII INTELLECTUAL PROPERTY

Section 8.1 Ownership of Intellectual Property. Subject to Section 8.3 herein, any intellectual property owned by a Party, its Affiliates or third-party vendors and used in connection with the provision or receipt of the Services, as applicable, shall remain the property of such Party, its Affiliates, or third-party vendors.

Section 8.2 License. Subject to Section 8.3 herein, each Party grants, and shall cause its Affiliates to grant, to the other Party and its Affiliates, a royalty-free, non-exclusive, non-transferable, worldwide license, during the Term, to use the intellectual property owned by such Party or its Affiliates (but excluding any trademarks) only to the extent necessary for the other Party and its Affiliates to provide or receive the Services, as applicable. Other than the license granted to a Party and its Affiliates pursuant to the preceding sentence, neither Party nor its Affiliates shall have any right, title or interest in the intellectual property owned by the other Party or its Affiliates.

Section 8.3 Design and Development Services. On RCP's request, PACTIV may provide certain tooling and product design and development Services (as described in Section G2.1 of Exhibit A). Ownership of the intellectual property relating to or resulting from such design and development Services must be agreed to by the Parties in writing on a case by case basis and such intellectual property is not subject to the provisions of Section 8.1 or Section 8.2 herein. In the event the Parties do not come to an agreement on ownership of the intellectual property, PACTIV can refuse to provide the Service and will not be in breach of this Agreement.

ARTICLE IX REMEDIES

Section 9.1 Indemnification. Subject to the limitations set forth in this Article IX, each Party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other Party and its Affiliates and its and their respective directors, officers, employees, agents, representatives, successors and permitted assigns (collectively, the "Indemnified Parties") from and against all Losses imposed upon or incurred by an Indemnified Party to the extent arising out of or resulting from the Indemnifying Party's or its Affiliates' material breach of this Agreement, except to the extent that such Losses are primarily caused by the Indemnified Party.

Section 9.2 Exclusive Remedy. The indemnities provided for in Section 9.1 shall be the sole and exclusive monetary remedy of the Parties hereto and their Affiliates and their respective officers, directors, employees, agents, representatives, successors and permitted assigns for any breach of or inaccuracy in any representation or warranty or any breach, nonfulfillment or default in the performance of any of the covenants or agreements contained in this Agreement, and the Parties shall not be entitled to a rescission of this Agreement or to any further indemnification rights or claims of any nature whatsoever in respect thereof (including any common law rights of contribution), all of which the Parties hereto hereby waive.

Section 9.3 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, (A) NO PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE MATERIALS AND SERVICES, AS APPLICABLE, PROVIDED HEREUNDER, AND ALL SUCH MATERIALS AND SERVICES, AS APPLICABLE, ARE PROVIDED ON AN "AS IS" BASIS AND (B) EACH PARTY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

Section 9.4 Limitations.

(a) IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS OR LOST REVENUES THAT THE OTHER PARTY MAY INCUR BY REASON OF ITS HAVING ENTERED INTO OR RELIED UPON THIS AGREEMENT, OR IN CONNECTION WITH ANY OF THE SERVICES PROVIDED HEREUNDER OR THE FAILURE THEREOF, REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES ARE ASSERTED, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME OTHER THAN TO THE EXTENT AWARDED IN A THIRD PARTY CLAIM.

(b) EXCEPT WITH RESPECT TO A MATERIAL BREACH CONSTITUTING WILLFUL MISCONDUCT BY A PROVIDER, REPEAT PERFORMANCE OF A SERVICE BY THE PROVIDER OR REFUND OF THE FEES PAID FOR A SERVICE SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE SERVICES STANDARD FOR SUCH SERVICE.

(c) IN NO EVENT SHALL A PARTY'S LIABILITY IN RELATION TO SERVICES PROVIDED UNDER THIS AGREEMENT EXCEED THE FEES PAID TO IT UNDER THIS AGREEMENT FOR THE SPECIFIC SERVICE THAT RESULTED IN THE LOSS.

Section 9.5 Insurance. Each Party shall obtain and maintain, for the Term (i) commercial general liability insurance with a single combined liability limit of at least \$5,000,000 per occurrence, (ii) workers compensation/employer's liability insurance with a liability limit of at least \$1,000,000 per occurrence or, if greater, the statutory minimum, and (iii) "all risk" property insurance on a replacement cost basis adequate to cover all assets and business interruption Losses that a Party may suffer in connection with or arising out of this Agreement, subject to policy limits, and in the case of the policies described in clause (i) above, naming the other Party as an additional insured thereunder. Upon request, each Party shall provide the other Party a certificate of insurance as proof of insurance coverage.

ARTICLE X MISCELLANEOUS

Section 10.1 Force Majeure. In the event that a Party is wholly or partially prevented from, or delayed in, providing one or more Services, or one or more Services are interrupted or suspended, by reason of events beyond their reasonable control, which by their nature were not foreseen, or, if it was foreseen, was not reasonably avoidable, including acts of God, act of Governmental Authority, act of the public enemy or due to fire, explosion, accident, floods, embargoes, epidemics, war, acts of terrorism, nuclear disaster, civil unrest or riots, civil commotion, insurrection, severe or adverse weather conditions, lack of or shortage of adequate electrical power, malfunctions of equipment or software (each, a "Force Majeure Event"), such Party shall promptly give notice of any such Force Majeure Event to Company and shall indicate in such notice the effect of such event on their ability to perform hereunder and the anticipated duration of such event. The Party whose performance is affected by the Force Majeure Event shall not be obligated to deliver or cause to be delivered the affected Services during such period, and the applicable Party shall not be obligated to pay during such period for any affected Services not delivered. During the duration of a Force Majeure Event, the Party whose performance is affected by the Force Majeure Event shall, and shall cause their relevant Affiliates to, minimize to the extent practicable the effect of the Force Majeure Event on their obligations hereunder and use commercially reasonable efforts to avoid or remove such Force Majeure Event and to resume delivery of the affected Services with the least delay practicable.

Section 10.2 Authority. A Provider shall not be permitted to bind a Recipient or any of its Affiliates or enter into any agreements (oral or written), contracts, leases, licenses or other documents (including the signing of checks, notes, bills of exchange or any other document, or accessing any funds from any bank accounts of Recipient or any of its Affiliates) on behalf of Recipient or any of its Affiliates except with the express prior written consent of Recipient, which consent may be given from time to time as the need arises and for such limited purposes as expressed therein.

Section 10.3 Specific Performance. The Parties shall be entitled to seek an injunction to prevent actual or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, this being in addition to any other remedy to which they are entitled at law or in equity. For the avoidance of doubt, nothing contained herein shall prevent a Party from seeking damages (to the extent permitted herein) in the event that specific performance is not available.

Section 10.4 Status of Parties. This Agreement is not intended to create, nor will it be deemed or construed to create, any relationship between PACTIV and its Affiliates, on the one hand, and Company and its respective Affiliates, on the other hand, other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither PACTIV and its Affiliates, on the one hand, nor Company and its Affiliates, on the other hand, shall be construed to be the agent of the other.

Section 10.5 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given by delivery in person, by facsimile (followed by overnight courier), Email (followed by overnight courier), or by registered or certified mail (postage prepaid, return receipt requested) to the other Party hereto as follows:

if to Company,

Reynolds Consumer Products Inc.
1900 W. Field Court
Lake Forest, IL 60045
Attention: David Watson
Email: David.Watson@reynoldsbrands.com

if to PACTIV,

Pactiv LLC
1900 W. Field Court
Lake Forest, IL 60045
Attention: Steve Karl
Email: skarl@pactiv.com

with a copy (which shall not constitute notice) to:

Reynolds Group Holdings Inc.
1900 W. Field Court
Lake Forest, IL 60045
Attention: Joseph Doyle
Email: Joseph.Doyle@RankNA.com

Reynolds Group Holdings Limited
Level Nine
148 Quay Street
P.O. Box 3515
Auckland, New Zealand
Attention: Helen Golding
Email: helen.golding@rankgroup.co.nz

or such other address, Email or facsimile number as such party may hereafter specify for the purpose by notice to the other Party hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. on a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt. Notwithstanding the forgoing, normal business communications with respect to the Services may be given by the Parties by whatever means are usual and appropriate for such types of communications.

Section 10.6 Entire Agreement. This Agreement, including all Exhibits, constitute the sole and entire agreement and supersede all prior agreements, understandings and representations, both written and oral, between the Parties with respect to the subject matter hereof.

Section 10.7 Waivers and Amendments; Non-Contractual Remedies; Preservation of Remedies. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of the amendment, modification, discharge or waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Neither the waiver by any of the Parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure by any of the Parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any Party may otherwise have at law or in equity.

Section 10.8 Governing Law, etc.

(a) This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the Laws of the State of Illinois, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the Laws of another jurisdiction. Each of the Parties hereto submits to the jurisdiction of any state or federal court sitting in Lake County, Illinois, in any action or proceeding arising out of or relating to this Agreement, agrees to bring all claims under any theory of liability in respect of such action or proceeding exclusively in any such court and agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the Parties hereto waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto. Each Party hereto agrees that service of summons and complaint or any other process that might be served in any action or proceeding may be made on such Party by sending or delivering a copy of the process to the Party to be served at the address of the Party and in the manner provided for the giving of notices in Section 10.5. Nothing in this Section 10.8, however, shall affect the right of any Party to serve legal process in any other manner permitted by Law. Each Party hereto agrees that a final, non-appealable judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by Law.

(b) (b) The Parties each hereby waive, to the fullest extent permitted by Law, any right to trial by jury of any claim, demand, action, or cause of action (i) arising under this Agreement or (ii) in any way connected with or related or incidental to the dealings of the Parties hereto in respect of this Agreement or any of the transactions related hereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity, or otherwise. The Parties to this Agreement each hereby agree and consent that any such claim, demand, action, or cause of action shall be decided by court trial without a jury and that the parties to this Agreement may file an original counterpart of a copy of this Agreement with any court as written evidence of the consent of the Parties hereto to the waiver of their right to trial by jury.

Section 10.9 Further Assurances. Each Party covenants and agrees that, without any additional consideration, it shall execute and deliver, or shall cause its Affiliates to execute and deliver, such documents and other papers and shall take, or shall cause its Affiliates to take, such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated by this Agreement.

Section 10.10 Assignment. No Party may assign this Agreement, or any of its rights or obligations under this Agreement (whether by operation of Law or otherwise), without the prior written consent of the other Party; provided, that notwithstanding the foregoing, any Party may assign any or all of its rights or obligations under this Agreement without the consent of the other Party to: (a) its Affiliates, (b) a purchaser of: (i) one or more of its Affiliates that is a Provider or Recipient under this Agreement; (ii) all or substantially all of the business or assets of one or more of its Affiliates that is a Provider or Recipient under this Agreement; or (iii) all or substantially all of such Party's business or assets, or (c) its financing sources solely for collateral purposes, in each case so long as the assignee agrees to be bound by the terms of this Agreement. Any permitted assignment shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and permitted assigns. Any attempted assignment of this Agreement, or the rights or obligations herein, not in accordance with the terms of this Section 10.10 shall be void.

Section 10.11 Severability. If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, all other provisions of this Agreement shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon any such determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 10.12 Interpretation.

(a) The Parties acknowledge and agree that, except as specifically provided herein, they may pursue judicial remedies at law or equity in the event of a dispute with respect to the interpretation or construction of this Agreement.

(b) This Agreement shall be interpreted and enforced in accordance with the provisions hereof without the aid of any canon, custom or rule of law requiring or suggesting constitution against the Party causing the drafting of the provision in question.

Section 10.13 No Third-Party Beneficiaries. Other than the rights granted to the Indemnified Parties under Section 9.1, nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted novates, transferees and assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

Section 10.14 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or scanned pages shall be effective as delivery of a manually executed counterpart to this Agreement.

Section 10.15 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 10.16 Order of Precedence. In the event of any conflict between the provisions of any Exhibit and the other provisions of this Agreement, the other provisions of this Agreement shall govern, except to the extent that the relevant provision of the Exhibit expressly identifies the provision of this Agreement it supersedes and expressly indicates that such provision is being superseded or this Agreement expressly indicates that the Exhibit governs.

[Signature page follows]

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

Reynolds Consumer Products LLC

By: /s/ Lance Mitchell
Name: Lance Mitchell
Title: CEO

Pactiv LLC

By: /s/ John McGrath
Name: John McGrath
Title: CEO

EXHIBIT A

Transition Services

Section G1: Tooling and Spare Parts Services

	<u>Service Name</u>	<u>Description of Service</u>	<u>Term</u>	<u>Fee (USD)</u>
G1.1	Tooling Services – Repair & Replacement Support	<p>Provision of support for cups, injection molding, and molded fiber tooling and screens, including:</p> <ul style="list-style-type: none">• Repair or replacement of tooling existing at the Commencement Date and new tooling• Transition of relationships with third party suppliers. <p>Requests for services pursuant to this G1.1 shall be made in accordance with the RCP Purchases Tooling/Repairs SOP effective November 1, 2019 (as may be amended from time to time).</p>	12 months from the Commencement Date	Actual cost plus 5% for engineering design costs, labor, materials, external tooling and freight/customs/tariffs (as applicable)
G1.2	Spare Parts Services – Maintenance Parts Access	<p>Access to spare maintenance parts for certain machinery located at:</p> <ul style="list-style-type: none">• Huntersville (injection molding, cups, straws)• Red Bluff (molded fiber) <p>Requests for services pursuant to this G1.1 shall be made in accordance with the Spare Parts Sell/Buy Process SOP effective November 1, 2019 (as may be amended from time to time).</p>	12 months from the Commencement Date	Last purchase price paid for the requested part plus 5%, plus the difference between last purchase price and replacement cost if greater than \$200

Section G2: Engineering Services

	<u>Service Name</u>	<u>Description of Service</u>	<u>Term</u>	<u>Fee (USD)</u>
G2.1	Engineering Services – General Support Services	Provision of engineering support for: <ul style="list-style-type: none"> • Capital projects • Tooling design • Process support • Automation support • New products development support for products to be produced at RCP locations • Materials development • Product testing (for products to be produced at RCP locations) Provision of training of new RCP employees upon request. Requests for services pursuant to this G2.1 shall be made in accordance with the PTV Engineering Support to RCP SOP effective November 1, 2019 (as may be amended from time to time).	12 months from the Commencement Date	Actual cost incurred for labor, materials, and expenses Plus the pass-through of actual third-party costs incurred in providing the service

Section G3: Financial Services

	<u>Service Name</u>	<u>Description of Service</u>	<u>Term</u>	<u>Fee (USD)</u>
G3.1	Financial Services – Accounting	Provision of month-end close services (consistent with past practices) and handover support for accounting including: <ul style="list-style-type: none"> • Month-end close journal entries and related support activities (consistent with past practices) • Training on current practices and procedures • Analytics assistance and support • Accounting handover Services pursuant to this G3.1 shall be performed in accordance with the standard operating procedures as agreed between the Parties in writing (as may be amended from time to time).	12 months from the Commencement Date	\$325 per month for Red Bluff \$650 per month for Huntersville Plus the pass-through of actual third-party costs incurred in providing the service

Section G4: Procurement Services

	<u>Service Name</u>	<u>Description of Service</u>	<u>Term</u>	<u>Fee (USD)</u>
G4.1	Procurement Services – Planning	Provision of procurement support, training, and handover services in relation to long-term master and capacity planning, including but not limited to: <ul style="list-style-type: none"> • Processing requisitions related to MRO and other services into purchase orders (transactional support only) • Handover of information related to strategic RFPs (i.e. corrugate) • Support and training for pricing management • Transition and training for commodity and raw material procurement • Transition support for transfer of existing supplier/vendor contracts and relationships 	12 months from the Commencement Date	Transactional Support – \$40 per person / per hour Strategic Support – \$100 per person / per hour Plus the pass-through of actual third-party costs incurred in providing the service

Section G5: Environmental, Health & Safety Support Services

	Service Name	Description of Service	Term	Fee (USD)
G5.1	General Services – EH&S	<p>Provision of handover and support services related to workers' compensation, environmental, health and safety matters for the following facilities, including but not limited to:</p> <ul style="list-style-type: none"> • Huntersville <ul style="list-style-type: none"> • Oversight of annual air emissions inventory due April 2020 (consistent with past practice), including transition of relationship with third party consultants and handover of historical data • General handover support for miscellaneous matters • McDonalds sustainability initiative support and handover services • Red Bluff <ul style="list-style-type: none"> • Oversight and coordination of boiler testing and greenhouse gas reporting (consistent with past practice), including transition of relationship with third party consultants and handover of historical data • Handover services and training for routine NPDES and landfill reporting requirements • General support and handover services for regulatory matters <p>Provision of support and handover services for any other workers' compensation, environmental, health and safety related matters.</p>	12 months from the Commencement Date	<p>\$85 per person / per hour</p> <p>Plus the pass-through of actual third-party costs incurred in providing the service</p>

EXHIBIT B

Reverse Transition Services

Section GR1: Spare Parts Services

	<u>Service Name</u>	<u>Description of Service</u>	<u>Term</u>	<u>Fee (USD)</u>
GR1.1	Spare Parts Services – Maintenance Parts Access	<p>Access to spare maintenance parts for certain machinery located at:</p> <ul style="list-style-type: none"> • Bedford Park I (injection molding) • Bridgeview (cups) • Mooresville (cups) • Plattsburg (molded fiber) <p>Requests for services pursuant to this GR1.1 shall be made in accordance with the Spare Parts Sell/Buy Process SOP effective November 1, 2019 (as may be amended from time to time).</p>	12 months from the Commencement Date	Last purchase price paid for the requested part plus 5%, plus the difference between last purchase price and replacement cost if greater than \$200

EXHIBIT C

Service Coordinators

To be designated in writing from time to time by each party.

C-1

TRANSITION SERVICES AGREEMENT

TRANSITION SERVICES AGREEMENT (the “Agreement”) dated as of [•], 2019, between **Reynolds Group Holdings Inc.**, a Delaware corporation (“RGHI”), and **Reynolds Consumer Products Inc.**, a Delaware corporation, (the “Company” or “RCP”). Each Party or any of its Affiliates providing services hereunder shall be a “Provider,” and each Party or any of its Affiliates receiving services hereunder shall be a “Recipient.”

PRELIMINARY STATEMENT

A. Prior to the Commencement Date, RGHI and the Company were wholly owned subsidiaries of Reynolds Group Holdings Limited, a company organized under the laws of New Zealand (“RGHL”). Effective [•] (the “Commencement Date”), RCP is undertaking an initial public offering of shares of common stock and thereafter the Company will no longer be a subsidiary of RGHL.

B. In order to facilitate the separation of the Company and its Affiliates from RGHI and its Affiliates, (i) RGHI will provide, or cause its Affiliates to provide, certain services to the Company and its Affiliates, and (ii) the Company will provide, or cause its Affiliates to provide, certain services to RGHI and its Affiliates, all on the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. The following terms shall have the respective meanings set forth below throughout this Agreement:

“Affiliate” means, with respect to any person, any other person who directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such person. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise, and the terms “controlled” and “controlling” have meanings correlative thereto. For the avoidance of doubt, for the purposes of this Agreement and all exhibits thereto, the term Affiliate shall not apply to the relationship between RGHI or RGHL or either of their respective Affiliates on the one hand and RCP and its direct and indirect subsidiaries on the other hand.

“Applicable Rate” means the average of the daily “prime rate” (expressed rate per annum) published in *The Wall Street Journal* for each of the days in the applicable period, plus two percent (2%).

“Business” means the manufacture and sale of consumer products including cooking products, waste & storage products, and tableware by the Company and activities ancillary thereto.

“Business Day” means any day that is not (a) a Saturday, (b) a Sunday, or (c) any other day on which commercial banks are authorized or required by law to be closed in the City of New York.

“Change” has the meaning set forth in Section 3.1(c).

“Commencement Date” has the meaning set forth in the preamble.

“Confidential Information” means any information of a Party, its Affiliates, members, licensors, consultants, service providers, advisors or agents that is confidential or proprietary, however recorded or preserved, whether written or oral. Confidential Information includes trade secrets, pricing data, employee information, customer information, cost information, supplier information, financial and tax matters, third-party contract terms, inventions, know-how, processes, methods, models, technical information, schedules, code, ideas, concepts, data, software and business plans (regardless of whether such information is identified as confidential).

“Dispute Negotiations” has the meaning set forth in Section 3.3(b).

“Fees” has the meaning set forth in Section 5.1.

“Force Majeure Event” has the meaning set forth in Section 10.1.

“Governmental Authority” means governmental or quasi-governmental entity of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal) or (iii) body exercising, or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature, including any arbitral tribunal.

“Indemnified Parties” has the meaning set forth in Section 9.1.

“Indemnifying Party” has the meaning set forth in Section 9.1.

“Law” means a law, statute, order, ordinance, rule, regulation, judgment, injunction, order, or decree.

“Litigation” means any action, cease and desist letter, demand, suit, arbitration proceeding, administrative or regulatory proceeding, citation, summons or subpoena of any nature, civil, criminal, regulatory or otherwise, in law or in equity.

“Losses” means any and all damages, liabilities, losses, obligations, claims of any kind, interest and expenses (including reasonable fees and expenses of attorneys).

“Migration Plan” has the meaning set forth in Section 2.1(c).

“Migration Services” has the meaning set forth in Section 2.1(c).

“Multi-party Contract” means a contract with a customer or supplier pursuant to which both RCP and RGHI or any of its Affiliates provides a benefit to or receives a benefit from a third party.

“Party” means RGHI or Company, as applicable (collectively, the “Parties”).

“Personnel” means, with respect to any Party, (i) the employees, officers and directors of such Party or its Affiliates or (ii) agents, accountants, attorneys, independent contractors and other third parties engaged by such Party or its Affiliates.

“Provider” has the meaning set forth in the preamble.

“RCP Names” means the registered and unregistered trademarks and corporate names used by RCP, RGHI and its respective Affiliates immediately prior to the Commencement Date which include the word “Reynolds” and any derivatives thereof.

“Recipient” has the meaning set forth in the preamble

“Reverse Transition Services” has the meaning set forth in Section 2.1(b).

“RGHI Letters of Credit” means all letters of credit, performance bonds or other surety agreements that RGHL or RGHI or its Affiliates have in place with respect to the Company.

“RGHI Guarantees” means all guarantees extended by RGHI or RGHL or its Affiliates on behalf of the Company.

“Sale and Services Taxes” has the meaning set forth in Section 5.5.

“Security Incident” has the meaning set forth in Section 4.1.

“Security Regulations” means a Party’s and its Affiliates’ system security policies, procedures and requirements, as amended from time to time.

“Service Coordinator” has the meaning set forth in Section 3.3(a).

“Service Standard” has the meaning set forth in Section 3.1(a).

“Services” means the Transition Services and the Reverse Transition Services, unless the context requires otherwise.

“Systems” has the meaning set forth in Section 3.5.

“Tax” means any federal, state, local or foreign income, alternative, minimum, accumulated earnings, personal holding company, franchise, capital stock, profits, windfall profits, gross receipts, sales, use, value added, transfer, registration, stamp, premium, excise, customs duties, severance, environmental (including taxes under section 59A of the Code), real property, personal property, ad valorem, occupancy, license, occupation, employment, payroll, social security, disability, unemployment, workers’ compensation, withholding, estimated or other similar tax, duty, fee, assessment or other governmental charge or deficiencies thereof (including all interest and penalties thereon and additions thereto).

“Terminating Party” has the meaning set forth in Section 6.3.

“Term” has the meaning set forth in Section 6.1.

“Termination Date” has the meaning set forth in Section 6.1.

“Transition Services” has the meaning set forth in Section 2.1(a).

“TSA Records” has the meaning set forth in Section 7.1(a).

ARTICLE II SERVICES AND INTERNAL CONTROLS

Section 2.1 Services.

(a) During the applicable Term of any Service, and in accordance with the terms and conditions of this Agreement, RGHI shall provide, or shall cause its Affiliates or, subject to Section 2.2, third parties to provide, to the Company or one or more of its Affiliates (in connection with the conduct of the Business) the services described on Exhibit A hereto (the “Transition Services”). Notwithstanding the content of Exhibit A, RGHI agrees to consider in good faith any reasonable request by the Company for access to any additional service that is necessary for the operation of the Business, at fees to be agreed upon after good faith negotiation between the parties. RGHI will not be in breach of this Agreement if RGHI declines to provide a requested additional service for any good faith reason, including the failure of the Parties to agree to the scope, term, and fee for the additional service. Any such additional services so provided by RGHI shall constitute Services hereunder and be subject in all respects to the provisions of this Agreement as if fully set forth on Exhibit A as of the date hereof.

(b) During the applicable Term of any Service, and in accordance with the terms and conditions of this Agreement, Company shall provide, or shall cause its Affiliates or, subject to Section 2.2, third parties to provide, to RGHI or one or more of its Affiliates, the services described on Exhibit B hereto (the “Reverse Transition Services”).

(c) In addition to the Services described on Exhibit A hereto, RGHI shall, and shall cause its Affiliates to undertake the segregation and extraction required to separate the IT systems, data, records and processes of the Company, or thereafter created in the conduct of the Business from RGHI’s IT environment or infrastructure, and migrate them to RCP’s, or any of its Affiliates’, IT environment or infrastructure (collectively, the “Migration Services”). For the avoidance of doubt, Migration Services apply to services only and do not include the acquisition or supply of any hardware, software, license (except where RGHI, at the request of RCP, acquires such hardware, software, or license at RCP’s cost), or ongoing operational support service for the operating environment(s) (except as otherwise contemplated by Exhibit A). The costs of such Migration Services

shall be paid by RCP, including any out-of-pocket costs incurred by RGHI or its Affiliates in connection with such Migration Services and for the time spent by RGHI, its Affiliates or their Personnel, as applicable, in providing such Migration Services. RGHI will also provide to RCP any available reasonable documentation around the systems implementation, configuration documents, process maps, or any other documentation related to the systems that are part of the separation. RGHI and RCP shall work together in good faith to develop a detailed plan for migrating RCP's IT systems, data, records and processes to its IT environment or infrastructure (the "Migration Plan").

Section 2.2 Performance by Affiliates or Subcontractors. Either Party may, in its sole discretion, engage, or cause one of their Affiliates to engage, one or more parties (including other third parties or Affiliates) to provide some or all of the Services; provided, (i) such Party is using such Affiliate or third party to perform the same Services for itself and its Affiliates (to the extent applicable), (ii) such arrangement would not increase the cost to Recipient for such Services, and (iii) if such third party is not already engaged with respect to such Service as of the date hereof, Provider shall obtain the prior written consent of Recipient (not to be unreasonably withheld). Provider shall (x) be responsible for the performance or non-performance of any such parties and (y) in all cases remain responsible for ensuring that obligations with respect to the standards of Services set forth in Article III of this Agreement are satisfied with respect to any Services provided by such Affiliate or third party.

Section 2.3 Scope of Services. Other than as expressly set forth on Exhibit A, Section 2.1, Exhibit B, or as agreed by the Parties in writing, in no event shall Provider be obligated to provide any Service to the Recipient for any purpose other than to facilitate, on a transitional basis, the Recipient's ability to conduct business as conducted immediately preceding the date hereof.

Section 2.4 Internal Controls and Procedures. In addition to the requirements of Article III and Article VII herein, with respect to the Services provided by RGHI and its Affiliates providing Services hereunder, certain of the Services may involve processes that directly or indirectly support financial information that the Company includes within its consolidated financial reports. The Company has an obligation to ensure that it has internal controls over financial reporting that comply with the Sarbanes-Oxley Act of 2002 and must also ensure that its external auditors can complete their necessary evaluation of the Company's internal controls over financial reporting in accordance with auditing standards issued by the U.S. Public Company Accounting Oversight Board. The Company and RGHI and such Affiliates shall use reasonable commercial efforts to agree (i) what key controls over financial reporting will be performed by RGHI and such Affiliates within the processes that directly or indirectly support financial information that the Company includes within its consolidated financial reports; (ii) the frequency as to the performance of the agreed key controls; and (iii) the form of documentation required to evidence the effective performance of the agreed key controls. RGHI and such Affiliates will perform the agreed key controls and evidence such performance in the agreed format. Company shall have the right, in a manner to avoid unreasonable interruption to RGHI's or its Affiliates' business, to (1) evaluate the effectiveness of the key controls; and (2) upon at least thirty (30) days' written notice to RGHI, perform (through its external auditor) audit procedures over RGHI's internal controls and procedures for the Services provided under this Agreement; provided that such right to audit shall exist solely to the extent reasonably required by Company's external auditors to ensure Company's compliance with the Sarbanes-Oxley Act of 2002. Company shall pay or reimburse all of RGHI's expenses and costs arising from such audit. The performance of the agreed key controls, preparation of documentation, providing access to the Company or its delegate and the Company's auditors will be billed at the agreed rates as set forth on Exhibit A.

ARTICLE III
SERVICE LEVELS; SERVICE COORDINATORS; TSA COMMITTEE

Section 3.1 Quality of Services.

(a) Provider shall perform the Services (i) at a level of quality substantially similar in all material respects to that at which such Services were performed or enjoyed during the twelve (12) month period prior to the date hereof and (ii) in accordance with applicable Law (collectively, (i) and (ii), the "Service Standard"). Subject to Section 3.1(c), internal controls of Provider and its Affiliates with respect to the Service Standard shall remain materially the same in effect throughout the term of this Agreement. Each Party acknowledges that the other Party and their Affiliates are not professional service providers of the Services.

(b) In the event of any material failure of a Provider to perform the Services, as applicable, in accordance with the Service Standards, Recipient shall provide Provider with written notice of such material failure, and Provider will use commercially reasonable efforts to remedy such failure as soon as reasonably possible and in the same manner that Provider would remedy such a failure for their other businesses undergoing such a material failure.

(c) A Provider may, from time to time: (i) reasonably supplement, modify, upgrade, substitute or otherwise alter ("Change") any Service in a manner consistent with Changes made with respect to similar services provided by Provider on their own behalf or to their Affiliates, including taking any physical or information security measures with respect to such Service, in a manner that does not (x) adversely affect in any material respect the quality or availability of such Service or (y) materially increase the fees payable in connection with such Changed Service; provided that to the extent that any such Change is reasonably likely to modify, substitute or otherwise alter the receipt or use of such Service, Provider shall provide Recipient with reasonable advance written notice of the implementation of the Change to the extent practicable under the circumstances; provided, further, that the Service Standard shall continue to apply to such Service following any Change. If a Change is required by applicable Law or is in response to a threatened Security Incident, Provider may make any and all changes to the Service necessary to comply with applicable Law and any changes thereto or to respond to such threatened Security Incident in a manner consistent with responses made by Provider on its own behalf or in respect of their Affiliates; provided that Provider shall provide Recipient such reasonable advance written notice of the implementation of any such Change as may be practicable under the circumstances; and (ii) with reasonable advance written notice to Recipient, temporarily suspend the provision of a Service as necessary to conduct Systems maintenance or patching without such suspension constituting a breach of the Service Standard.

(d) A Provider need not provide any Service if it is not permitted to do so by applicable Law. To the extent that any Service is not permitted pursuant to applicable Law, the Parties will cooperate in good faith to enter into arrangements reasonably acceptable to each of the Parties under which the Recipient would obtain the benefit of such Service to the same extent (or as nearly as practicable) as if such Service were permitted by applicable Law.

Section 3.2 Policies. Each Party shall, and shall cause any of its Affiliates or third parties providing or receiving Services (as the case may be) to, follow the reasonable policies, procedures and practices of the other Party and its Affiliates applicable to the Services that are known or made known to such Party. A failure of a Recipient to act in accordance with this Section 3.2 that prevents a Provider from providing a Service hereunder shall, upon reasonable advance written notice to the Recipient (where practicable), relieve Provider of its obligations under the Service until such time as the failure has been cured.

Section 3.3 Service Coordinators and Dispute Resolution.

(a) RGHI and Company shall each nominate a representative to act as the primary contact person with respect to the performance of the Services (each, a "Service Coordinator"). Unless otherwise agreed upon by the Parties, the Parties shall direct all initial communications relating to this Agreement and the Services to the Service Coordinators. The initial Service Coordinators for RGHI and Company, including their contact information, are set forth on Exhibit C. Either Party may replace its Service Coordinator at any time by providing notice and contact information for the newly designated Service Coordinator in accordance with Section 10.5. The Service Coordinators shall oversee the implementation and ongoing operation of this Agreement. The Parties shall ensure that their respective Service Coordinators shall meet in person or telephonically at such times as are reasonably requested by RGHI or Company to review and discuss the status of, and any issues arising in connection with, the Services or this Agreement.

(b) In the event a dispute arises between the Parties under this Agreement, telephonic negotiations shall be conducted between the Parties' respective Service Coordinators within ten (10) days following a written request from any Party ("Dispute Negotiations"). If the Service Coordinators are unable to resolve the dispute within ten (10) days after the Parties have commenced Dispute Negotiations, then either RGHI or the Company, by written request to the other Party, may request that such dispute be referred for resolution to the respective presidents (or similar position) of the divisions implicated by the matter for the Parties, or more senior executive of a Party if such Party so designates, which presidents (or other executives) will have fifteen (15) days to resolve such dispute. If the presidents of the relevant divisions (or other executives) for each Party do not agree to a resolution of such dispute within fifteen (15) days after the reference of the matter to them, or if the dispute is not otherwise resolved in a friendly manner as set forth in this Section 3.3, then any unresolved dispute may be resolved pursuant to Section 10.8.

Section 3.4 Limitation of Services Provided. Except to the extent required to meet the Service Standards, in providing the Services, the Parties are not obligated to: (i) hire any additional employees; (ii) maintain the employment of any specific employee; (iii) purchase, lease or license any additional equipment or software; or (iv) make any capital investment to provide or continue providing the Services. The Parties have no responsibility to verify the correctness of any information given to them on behalf of the other Party for the purposes of providing the Services.

Section 3.5 Third Party Licenses and Consents. The Parties will cooperate and assist each other, and use commercially reasonable efforts, to obtain, or direct its Affiliates to obtain, any third party consents required under the terms of any agreement between a Party or any of its Affiliates, on the one hand, and a third party, on the other hand, in order for a Party or its Affiliates to provide the Services during the Term. Notwithstanding the foregoing, if the provision of any Service as contemplated by this Agreement requires the consent, license or approval of any third party not previously obtained, the Parties shall use commercially reasonable efforts, to obtain as promptly as possible after the Commencement Date, any third party consents, permits, licenses and approvals required under the terms of any third party agreement in order for Provider to provide the Services hereunder. The cost of obtaining any consent, permit, license or approval with respect to any Service shall be borne by the Recipient of the relevant Services. If any such consent, permit, license or approval is not obtained, the Parties will cooperate in good faith to enter into reasonably acceptable arrangements under which Recipient would obtain the benefit of such Service to the same extent (or as nearly as practicable) as if such consent were obtained (at Recipient's cost), and each Party will continue to use commercially reasonable efforts to obtain any such required consent or amendment. The Parties acknowledge that it may not be practical to try to anticipate and identify every possible legal, regulatory, and logistical impediment to the provision of Services hereunder. Accordingly, each Party will promptly notify the other Party if it reasonably determines that there is a legal, regulatory, or logistical impediment to the provision of any Service, and the Parties shall each use commercially reasonable efforts to overcome such impediments so that the Services may be provided otherwise in accordance with the terms of this Agreement. All computer systems or software ("Systems"), data, facilities and other resources owned by a Party, its Affiliates or third parties used in connection with the provision or receipt of the Services, as applicable, shall remain the property of such Party, its Affiliates or third parties.

ARTICLE IV SECURITY; SYSTEMS

Section 4.1 Security Breaches. If any Party discovers (a) any material breach of the Security Regulations or of the systems used to provide the Services or (b) any breach or threatened breach of the Security Regulations that involves or may reasonably be expected to involve unauthorized access, disclosure or use of the other Party's or its Affiliates' Confidential Information (each of (a) and (b), a "Security Incident"), such Party shall, at the cost of the Party responsible for the Security Incident, (i) promptly (both orally, if practicable, and in any event in writing) notify the other Party of the Security Incident and (ii) reasonably cooperate with the other Party (1) to take commercially reasonable measures necessary to control and contain the security of such Confidential Information, (2) to remedy any such Security Incident, including using commercially reasonable efforts to identify and address any root causes for such Security Incident, (3) to furnish full details of the Security Incident to the other Party and keep such other Party advised of all material measures taken and other developments with respect to such Security Incident, (4) in any litigation or formal action with third parties or in connection with any regulatory, investigatory or other action of any Governmental Authority and (5) in notifying the other Party's or its Affiliates' customers and Personnel and other persons of the Security Incident to the extent reasonably requested by the other Party.

Section 4.2 Systems Security.

(a) If RGHI, Company, their Affiliates or their respective Personnel receive access to any of RGHI's, Company's, or their respective Affiliates', as applicable, Systems in connection with the Services, the accessing Party or its Personnel, as the case may be, shall comply with all of such other Party's and its Affiliates' reasonable Security Regulations known to such accessing Party or its Personnel or made known to such accessing Party or its Personnel in writing, and will not tamper with, compromise or circumvent any security, Security Regulations or audit measures employed by such other Party or its relevant Affiliate.

(b) Each Party shall, and shall cause its Affiliates to, as required by applicable Law, (i) ensure that only those of its Personnel who are specifically authorized to have access to the Systems of the other Party or its Affiliates gain such access and (ii) prevent unauthorized access, use, destruction, alteration or loss of information contained therein, including by notifying its Personnel regarding the restrictions set forth in this Agreement and establishing appropriate policies designed to effectively enforce such restrictions.

(c) Each Party shall, and shall cause their respective Affiliates to, access and use only those Systems of the other Party and its Affiliates, and only such data and information within such Systems, to which they have been granted the right to access and use. Any Party and its Affiliates shall have the right to deny the Personnel of the other Party or its Affiliates access to such first Party's or its Affiliates' Systems, after prior written notice and consultation with the other Party, in the event the Party reasonably believes that such Personnel pose a security concern.

Section 4.3 Viruses. Provider and Recipient shall each use its commercially reasonable efforts consistent with its past practices to prevent the introduction or coding of viruses or similar items into the Systems of the other Party. Without limiting the rights and remedies of any party hereunder, in the event a virus or similar item is introduced into the Systems of a Party, whether or not such introduction is attributable to the other Party (including such other Party's failure to perform its obligations under this Agreement), the other Party shall, as soon as practicable, use its commercially reasonable efforts to assist such Party in reducing the effects of the virus or similar item, and if the virus or similar item causes a loss of operational efficiency or loss of data, upon such Party's request, work as soon as practicable to contain and remedy the problem and to restore lost data resulting from such introduction.

Section 4.4 Providers' Software. Except as authorized by this Agreement or by Provider's express written consent, Recipient shall not, and shall cause its Affiliates not to, copy, modify, reverse engineer, decompile or in any way alter any software of Provider or any of its Affiliates.

Section 4.5 System Upgrades. No Provider shall be required to purchase, upgrade, enhance or otherwise modify any Systems used by any Recipient as of the date hereof in connection with the business of any Party, or to provide any support or maintenance services for any Systems that have been upgraded, enhanced or otherwise modified from the Systems that are used in connection with the business of any Party as of the date hereof.

ARTICLE V FEES

Section 5.1 Fees. Recipient shall pay Provider (i) the fee for each Service set forth on Exhibit A or Exhibit B, (ii) Providers' and their Affiliates' reasonable and documented out-of-pocket expenses incurred in providing the Services, including the third-party fees and expenses that are charged to Recipient or their Affiliates in connection with provision of the Services (including any fees and expenses charged by subcontractors permitted to provide the Services under Section 2.2) but excluding payments made to employees of Provider or any of their Affiliates pursuant to Section 5.2, and (iii) any other fees as agreed to by the Parties in writing (collectively, the "Fees").

Section 5.2 Responsibility for Wages and Fees. Any employees of Provider or any of their Affiliates providing Services to Recipient under this Agreement will remain employees of Provider or such Affiliate and shall not be deemed to be employees of Recipient for any purpose. Provider or such Affiliate shall be solely responsible for the payment and provision of all wages, bonuses and commissions, employee benefits, including severance and worker's compensation, and the withholding and payment of applicable Taxes relating to such employment.

Section 5.3 Invoices. Provider shall submit or cause to be submitted to Recipient in writing, within 15 days after the end of each month, an invoice setting forth the Fees for the Services provided to Recipient during such month in reasonable detail, as applicable, due under such invoice.

Section 5.4 Payment. Recipient shall pay, or cause to be paid, the Fees shown on an invoice no later than the last business day of the month Recipient received such invoice unless disputed in accordance with Section 5.7. Any amount not received from the invoiced Party within such period shall bear interest at the Applicable Rate, from and including the last date of such period to, but excluding, the date of payment.

Section 5.5 Sales Tax, Etc. Provider shall be entitled to invoice and collect from Recipient any additional amounts required for state, local and foreign sales Tax, value added Tax, goods and services Tax or similar Tax with respect to the provision of the Services hereunder, as applicable ("Sale and Services Taxes"). Notwithstanding the previous sentence, if the Recipient is exempt from liability for such Sale and Services Taxes, it shall provide Provider with a certificate (or other proof) evidencing an exemption from liability for such Sale and Services Taxes. Provider shall be responsible for any losses (including any deficiency, interest and penalties) imposed as a result of a failure to timely remit such Sale and Services Taxes to the applicable tax authority to the extent the Recipient timely remits such Sale and Services Taxes to Provider or Provider's failure to do so results from Provider's failure to timely charge or invoice such Sale and Services Taxes. The Recipient shall be entitled to any refund of any such Sale and Services Taxes paid in excess of liability as determined at a later date. Provider shall promptly notify the Recipient of any deficiency claim or similar notice by a tax authority with respect to Sale and Services Taxes payable hereunder, and of any pending audit or other proceeding that could lead to the imposition of Sales and Services Taxes payable hereunder.

Section 5.6 No Offset. Recipient shall not withhold any payments due under this Agreement in order to offset payments due (or to become due) to Recipient pursuant to this Agreement unless such withholding is mutually agreed to by the Parties in writing or is provided for in the final ruling of a court. Any required adjustment to payments due hereunder will be made as a subsequent invoice.

Section 5.7 Invoice Disputes. In the event of an invoice dispute, the disputing Party shall deliver a written statement to the other Party no later than the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed shall be deemed accepted and shall be paid, notwithstanding disputes on other items, within the period set forth in Section 5.4. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Provider shall continue performing the Services in accordance with this Agreement pending resolution of any dispute.

Section 5.8 Audit. At the request of Recipient, Provider shall provide to Recipient and its Affiliates reasonable access to Provider's applicable Personnel and records with respect to the amount charged in connection with any Service so that Recipient may confirm that the pass through costs incurred by Provider or, to the extent such Service is provided on an hourly basis, information related to hours worked in connection with such Service, are commensurate with the amount charged to Recipient for such Service. In the event that Recipient believes that the amount charged to Recipient materially exceeds the pass through costs actually incurred by Provider or hours charged in connection with such Service, the Parties shall review such matter in good faith.

ARTICLE VI TERM AND TERMINATION

Section 6.1 Term of Services. With respect to each of the Services, the term thereof will be for a period commencing as of the date hereof, unless a different date is specified as the commencement date for any applicable Service on Exhibit A or Exhibit B (either, a "Commencement Date"), and shall continue until 12 months following the Commencement Date unless (i) such other date as is specified as the termination date for any applicable Service in this Agreement or on Exhibit A or Exhibit B, as applicable (the "Term") or (ii) earlier terminated pursuant to this Agreement (a "Termination Date").

Section 6.2 Termination of Services. Except as agreed by the Parties in writing or as otherwise stated in the Exhibits, Company may terminate for convenience any Transition Service, and RGHI may terminate for convenience any Reverse Transition Service, upon 30 days' prior written notice of such termination; provided, (a) that, with respect to the Services described in Section G1 of Exhibit A, unless otherwise indicated therein, those Services may not be terminated independently except in accordance with an agreed Migration Plan and, (b) any unamortized costs associated with Provider's purchase of any license or other costs incurred specifically for the purpose of providing the Services hereunder will be passed through to the Terminating Party. Upon termination of any Service pursuant to this Section 6.2, the Terminating Party's obligation

to pay for such Service will cease except any sums accrued or due as of the date of such early termination for Services rendered (which shall include (i) any amounts contemplated by 6.2(b), plus (ii) a pro rata portion of any fees applicable to the current period in which such Services are being performed if the applicable fee is determined on a period by period basis as set forth on Exhibit A or Exhibit B, as applicable). The provisions of this Section 6.2 shall apply *mutatis mutandis* with respect to any assignment of this Agreement subject to Section 10.10(b) and the Parties will negotiate in good faith regarding fee allocations and, if necessary, early termination or partial termination of any Services.

Section 6.3 Termination of Agreement. This Agreement shall terminate when the Termination Date has occurred for all Services. In addition, this Agreement may be terminated by either Party (the "Terminating Party") upon written notice to the other Party (which notice, in case of material breach, shall specify the basis for such claim for breach), if:

(a) the other Party or its Affiliates materially breaches this Agreement and such breach is not cured, to the reasonable satisfaction of the Terminating Party, within thirty (30) days of written notice thereof, it being understood that a good-faith dispute over an invoice or Service shall not constitute a material breach of this Agreement; or

(b) the other Party files for bankruptcy or similar proceeding, is the subject of an involuntary filing for bankruptcy or similar proceeding (not dismissed within sixty (60) days), makes a general assignment of all or substantially all of its assets for the benefit of creditors, becomes or is declared insolvent, becomes the subject of any proceedings (not dismissed within sixty (60) days) related to its liquidation, insolvency, bankruptcy or the appointment of a trustee or a receiver, takes any corporate action for its winding up or dissolution, or a court approves reorganization proceedings on such Party.

Section 6.4 Effect of Termination. Upon any termination or expiration of this Agreement or any Service provided hereunder:

(a) each Party shall, and shall cause its Affiliates to, as soon as practicable, return to the other Party any equipment, books, records, files and other property, not including current or archived copies of computer files, of the other Party, its Affiliates and their respective third-party service providers, that is in the Party's or its Affiliates' possession or control (and, in case of termination of one or more specific Services, only the equipment, books, records, files and other property, not including current or archived copies of computer files, that are used in connection with the provision or receipt solely of such Services and of no other Services); and

(b) the intellectual property license granted by Section 8.2 shall terminate; provided, however, that in the case of termination of a specific Service, such license shall terminate only to the extent such license was necessary for the provision or receipt of such Service and is not necessary for any other Service that has not yet terminated.

Section 6.5 Survival. The following Articles and Sections shall survive the termination or expiration of this Agreement, including the rights and obligations of each Party thereunder: Article I; Article V; this Article VI; Article VII; Article IX; and Article X.

ARTICLE VII
BOOKS AND RECORDS

Section 7.1 TSA Books and Records.

(a) The Parties shall, and shall cause each of their respective Affiliates to, take reasonable steps to maintain books and records of all material transactions pertaining to, and all data used by it, in the performance of the Services (the "TSA Records"). The TSA Records shall be maintained (a) in a format substantially similar to the format such books and records are maintained as of the date hereof, (b) in accordance with any and all applicable Laws and (c) in accordance with the maintaining Party's business record retention policies.

(b) Each Party shall make the TSA Records it maintains available to the other Party and its Affiliates and their respective auditors or other representatives, and in any event to any Governmental Authority, during normal business hours on reasonable prior notice (it being understood that TSA Records that are not stored on a Party's regular business premises will require additional time to retrieve), for review, inspection, examination and, at the reviewing Party's reasonable expense, reproduction. Access to such TSA Records shall be exercised by a Party and its Affiliates and their authorized representatives in a manner that shall not interfere unreasonably with the normal operations of the Party maintaining the TSA Records. In connection with such review of TSA Records, and upon reasonable prior notice, a reviewing Party and its Affiliates shall have the right to discuss matters relating to the TSA Records with the employees of the Party or its Affiliates who are maintaining the relevant TSA Records and providing the Services, as applicable, during regular business hours and without undue disruption of the normal operations of such maintaining and providing Party or its Affiliates. Neither Party shall have access to any TSA Records, and neither Party shall be required to provide access or disclose information, when such access or disclosure would jeopardize any attorney-client privilege or violate any applicable Law (provided that such party shall use commercially reasonable efforts to provide such access or share such information in a manner that would not jeopardize any such privilege or violate any such Law). Each Party's rights under this Section 7.1(b) shall continue for so long as TSA Records are required to be maintained by the other Party under Section 7.1(a).

Section 7.2 Access to Information; Books and Records.

(a) On and after the Commencement Date, RGHI shall, and shall cause its Affiliates to, until the 6th anniversary of the Commencement Date, afford to RCP and its employees and authorized representatives during normal business hours reasonable access to their books of account, financial and other records (including accountant's work papers), information, employees and auditors at the Company's expense to the extent necessary or useful for the Company in connection with any audit, investigation, or dispute or Litigation (other than any Litigation involving a dispute between the Parties) or any other reasonable business purpose relating to the Business; provided that any such access by RCP shall not unreasonably interfere with the conduct of the business of RGHI and its Affiliates.

(b) After the Commencement Date, RCP shall, and shall cause its Affiliates to, until the 7th anniversary of the date on which RGHL or its Affiliates owns less than 10% of the capital stock in RCP, afford to RGHI and its employees and authorized representatives reasonable access to RCP's employees and auditors, retain all books, records (including accountant's work papers), and other information and documents pertaining to the Business in existence on the Commencement Date and make available for inspection and copying by RGHI (at RGHI's expense) during normal business hours, in each case so as not to unreasonably interfere with the conduct of the business of RCP and its Affiliates, such information (A) as may be required by any Governmental Authority, including pursuant to any applicable Law or regulatory request or to prepare or file any Tax related documentation, (B) as may be necessary for RGHI or its Affiliates in connection with their ongoing financial reporting, accounting or other purpose related to RGHI and Company's affiliation immediately prior to the Commencement Date, or (C) as may be necessary for RGHI or its Affiliates to perform their respective obligations pursuant to this Agreement or in connection with any Litigation (other than any Litigation involving a dispute between the parties), in each case subject to compliance with all applicable privacy Laws.

(c) Notwithstanding anything to the contrary in this Section 7.2, the Party granting access under Section 7.2(a) or Section 7.2(b) may withhold any document (or portions thereof) or information (i) that is subject to the terms of a non-disclosure agreement with a third party (provided that such party shall use commercially reasonable efforts to share such information in a manner that would not violate any such obligation), (ii) that may constitute privileged attorney-client communications or attorney work product and the transfer of which, or the provision of access to which, as reasonably determined by such Party's counsel, constitutes a waiver of any such privilege (provided that such party shall use commercially reasonable efforts to share such information in a manner that would not jeopardize any such privilege), or (iii) if the provision of access to such document (or portion thereof) or information, as determined by such Party's counsel, would reasonably be expected to conflict with applicable Laws.

Section 7.3 Non-Disclosure Agreements. To the extent that any third-party proprietor of information or software to be disclosed or made available to a Recipient in connection with performance of the Services requires a specific form of non-disclosure agreement as a condition of such third party's consent to use the same for the benefit of Recipient or to permit the Recipient access to such information or software, each Party shall, or shall cause its relevant Affiliate to, as a condition to the receipt of such portion of the Services, execute (and shall cause its Personnel to execute, if reasonably required) any such form.

Section 7.4 Confidential Information.

(a) Each Party agrees to take the necessary steps to protect any Confidential Information of the other Party with at least the same degree of care that the receiving Party uses to protect its own confidential or proprietary information of like kind, but not less than reasonable care. Neither Party shall use the other Party's Confidential Information other than to perform Services pursuant to this Agreement or pursuant to Section 7.2 herein. The obligation of confidentiality hereunder shall not apply to information that (i) was already

in the possession of the receiving Party without restriction on its use or disclosure prior to the receipt of the information from the disclosing Party, (ii) is or becomes available to the general public through no act or fault of the receiving Party, (iii) is rightfully disclosed to the receiving Party by a third party without restriction on its use or disclosure, (iv) is independently developed by employees and/or consultants of the receiving Party who have not had access to the disclosing Party's Confidential Information, (v) is disclosed to the receiving Party after the receiving Party properly gave notice to the disclosing Party that the receiving Party no longer desired to receive any additional Confidential Information from the disclosing Party, or (vi) is required to be disclosed pursuant to judicial or governmental decree or order, provided that the disclosing Party is, where permitted, given prompt written notice of and the opportunity to defend against disclosure pursuant to such decree or order.

(b) Upon any termination or expiration of this Agreement, at the written request of the other Party, each Party shall, and shall cause any of its Affiliates or third-party vendors used in connection with the provision or receipt of the Services to, deliver to the other Party (i) all records and data (including backup tapes, records and related information) received, computed, developed, processed and stored by it hereunder in a readable format reasonably acceptable to the other Party, and (ii) all other Confidential Information of such other Party, but excluding, in each case, (1) any information stored electronically in a back-up file pursuant to the receiving Party's customary electronic back-up practices which may be retained by such Party solely for archival purposes and subject to the continuing confidentiality obligations set forth in herein, and (2) any information obtained pursuant to Section 7.2 herein; provided that, in lieu of delivering all of the foregoing to the other Party, the relevant delivering Party may confirm in writing that it has destroyed, or has caused RGHI or Company, as the case may be, to destroy, all of the foregoing.

ARTICLE VIII INTELLECTUAL PROPERTY

Section 8.1 Ownership of Intellectual Property. Any intellectual property owned by a Party, its Affiliates or third-party vendors and used in connection with the provision or receipt of the Services, as applicable, shall remain the property of such Party, its Affiliates, or third-party vendors.

Section 8.2 License. Each Party grants, and shall cause its Affiliates to grant, to the other Party and its Affiliates, a royalty-free, non-exclusive, non-transferable, worldwide license, during the Term, to use the intellectual property owned by such Party or its Affiliates (but excluding any trademarks) only to the extent necessary for the other Party and its Affiliates to provide or receive the Services, as applicable. Other than the license granted to a Party and its Affiliates pursuant to the preceding sentence, neither Party nor its Affiliates shall have any right, title or interest in the intellectual property owned by the other Party or its Affiliates.

Section 8.3 Use of RCP Names. By the third anniversary of the Commencement Date, RGHI and its Affiliates will change its corporate names to remove RCP Names and will cease use of RCP Names as trademarks unless such use is pursuant to a separate license agreement with RCP.

ARTICLE IX
REMEDIES

Section 9.1 Indemnification. Subject to the limitations set forth in this Article IX, each Party (the “Indemnifying Party”) agrees to indemnify, defend and hold harmless the other Party and its Affiliates and its and their respective directors, officers, employees, agents, representatives, successors and permitted assigns (collectively, the “Indemnified Parties”) from and against all Losses imposed upon or incurred by an Indemnified Party to the extent arising out of or resulting from the Indemnifying Party’s or its Affiliates’ material breach of this Agreement, except to the extent that such Losses are primarily caused by the Indemnified Party.

Section 9.2 Exclusive Remedy. The indemnities provided for in Section 9.1 shall be the sole and exclusive monetary remedy of the Parties hereto and their Affiliates and their respective officers, directors, employees, agents, representatives, successors and permitted assigns for any breach of or inaccuracy in any representation or warranty or any breach, nonfulfillment or default in the performance of any of the covenants or agreements contained in this Agreement, and the Parties shall not be entitled to a rescission of this Agreement or to any further indemnification rights or claims of any nature whatsoever in respect thereof (including any common law rights of contribution), all of which the Parties hereto hereby waive.

Section 9.3 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, (A) NO PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE MATERIALS AND SERVICES, AS APPLICABLE, PROVIDED HEREUNDER, AND ALL SUCH MATERIALS AND SERVICES, AS APPLICABLE, ARE PROVIDED ON AN “AS IS” BASIS AND (B) EACH PARTY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

Section 9.4 Limitations.

(a) IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS OR LOST REVENUES THAT THE OTHER PARTY MAY INCUR BY REASON OF ITS HAVING ENTERED INTO OR RELIED UPON THIS AGREEMENT, OR IN CONNECTION WITH ANY OF THE SERVICES PROVIDED HEREUNDER OR THE FAILURE THEREOF, REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES ARE ASSERTED, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME OTHER THAN TO THE EXTENT AWARDED IN A THIRD PARTY CLAIM.

(b) EXCEPT WITH RESPECT TO A MATERIAL BREACH CONSTITUTING WILLFUL MISCONDUCT BY A PROVIDER, REPEAT PERFORMANCE OF A SERVICE BY THE PROVIDER OR REFUND OF THE FEES PAID FOR A SERVICE SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE SERVICES STANDARD FOR SUCH SERVICE.

(c) IN NO EVENT SHALL A PARTY'S LIABILITY IN RELATION TO SERVICES PROVIDED UNDER THIS AGREEMENT EXCEED THE FEES PAID TO IT UNDER THIS AGREEMENT FOR THE SPECIFIC SERVICE THAT RESULTED IN THE LOSS.

Section 9.5 Insurance. Each Party shall obtain and maintain, for the Term (i) commercial general liability insurance with a single combined liability limit of at least \$5,000,000 per occurrence, (ii) workers compensation/employer's liability insurance with a liability limit of at least \$1,000,000 per occurrence or, if greater, the statutory minimum, and (iii) "all risk" property insurance on a replacement cost basis adequate to cover all assets and business interruption Losses that a Party may suffer in connection with or arising out of this Agreement, subject to policy limits, and in the case of the policies described in clause (i) above, naming the other Party as an additional insured thereunder. Upon request, each Party shall provide the other Party a certificate of insurance as proof of insurance coverage.

ARTICLE X MISCELLANEOUS

Section 10.1 Force Majeure. In the event that a Party is wholly or partially prevented from, or delayed in, providing one or more Services, or one or more Services are interrupted or suspended, by reason of events beyond their reasonable control, which by their nature were not foreseen, or, if it was foreseen, was not reasonably avoidable, including acts of God, act of Governmental Authority, act of the public enemy or due to fire, explosion, accident, floods, embargoes, epidemics, war, acts of terrorism, nuclear disaster, civil unrest or riots, civil commotion, insurrection, severe or adverse weather conditions, lack of or shortage of adequate electrical power, malfunctions of equipment or software (each, a "Force Majeure Event"), such Party shall promptly give notice of any such Force Majeure Event to Company and shall indicate in such notice the effect of such event on their ability to perform hereunder and the anticipated duration of such event. The Party whose performance is affected by the Force Majeure Event shall not be obligated to deliver or cause to be delivered the affected Services during such period, and the applicable Party shall not be obligated to pay during such period for any affected Services not delivered. During the duration of a Force Majeure Event, the Party whose performance is affected by the Force Majeure Event shall, and shall cause their relevant Affiliates to, minimize to the extent practicable the effect of the Force Majeure Event on their obligations hereunder and use commercially reasonable efforts to avoid or remove such Force Majeure Event and to resume delivery of the affected Services with the least delay practicable.

Section 10.2 Authority. A Provider shall not be permitted to bind a Recipient or any of its Affiliates or enter into any agreements (oral or written), contracts, leases, licenses or other documents (including the signing of checks, notes, bills of exchange or any other document, or accessing any funds from any bank accounts of Recipient or any of its Affiliates) on behalf of Recipient or any of its Affiliates except with the express prior written consent of Recipient, which consent may be given from time to time as the need arises and for such limited purposes as expressed therein.

Section 10.3 Specific Performance. The Parties shall be entitled to seek an injunction to prevent actual or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, this being in addition to any other remedy to which they are entitled at law or in equity. For the avoidance of doubt, nothing contained herein shall prevent a Party from seeking damages (to the extent permitted herein) in the event that specific performance is not available.

Section 10.4 Status of Parties. This Agreement is not intended to create, nor will it be deemed or construed to create, any relationship between RGHI and its Affiliates, on the one hand, and Company and its respective Affiliates, on the other hand, other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither RGHI and its Affiliates, on the one hand, nor Company and its Affiliates, on the other hand, shall be construed to be the agent of the other.

Section 10.5 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given by delivery in person, by facsimile (followed by overnight courier), Email (followed by overnight courier), or by registered or certified mail (postage prepaid, return receipt requested) to the other Party hereto as follows:

if to Company,

Reynolds Consumer Products Inc.
1900 W. Field Court
Lake Forest, IL 60045
Attention: David Watson
Email: David.Watson@reynoldsbrands.com

if to RGHI,

Reynolds Group Holdings Inc.
1900 W. Field Court
Lake Forest, IL 60045
Attention: Joseph Doyle
Email: Joseph.Doyle@RankNA.com

with a copy (which shall not constitute notice) to:

Reynolds Group Holdings Limited
Level Nine
148 Quay Street
P.O. Box 3515
Auckland, New Zealand
Attention: Helen Golding
Email: helen.golding@rankgroup.co.nz

or such other address, Email or facsimile number as such party may hereafter specify for the purpose by notice to the other Party hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. on a Business Day in the place of receipt. Otherwise, any such notice, request or

communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt. Notwithstanding the forgoing, normal business communications with respect to the Services may be given by the Parties by whatever means are usual and appropriate for such types of communications.

Section 10.6 Entire Agreement. This Agreement, including all Exhibits, constitute the sole and entire agreement and supersede all prior agreements, understandings and representations, both written and oral, between the Parties with respect to the subject matter hereof provided, however, nothing in this Agreement shall supersede any other agreement or understanding entered into in connection with the initial public offering of the Company.

Section 10.7 Waivers and Amendments; Non-Contractual Remedies; Preservation of Remedies. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of the amendment, modification, discharge or waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Neither the waiver by any of the Parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure by any of the Parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any Party may otherwise have at law or in equity.

Section 10.8 Governing Law, etc.

(a) This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the Laws of the State of Illinois, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the Laws of another jurisdiction. Each of the Parties hereto submits to the jurisdiction of any state or federal court sitting in Lake County, Illinois, in any action or proceeding arising out of or relating to this Agreement, agrees to bring all claims under any theory of liability in respect of such action or proceeding exclusively in any such court and agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the Parties hereto waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto. Each Party hereto agrees that service of summons and complaint or any other process that might be served in any action or proceeding may be made on such Party by sending or delivering a copy of the process to the Party to be served at the address of the Party and in the manner provided for the giving of notices in Section 10.5. Nothing in this Section 10.8, however, shall affect the right of any Party to serve legal process in any other manner permitted by Law. Each Party hereto agrees that a final, non-appealable judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by Law.

(b) The Parties each hereby waive, to the fullest extent permitted by Law, any right to trial by jury of any claim, demand, action, or cause of action (i) arising under this Agreement or (ii) in any way connected with or related or incidental to the dealings of the Parties hereto in respect of this Agreement or any of the transactions related hereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity, or otherwise. The Parties to this Agreement each hereby agree and consent that any such claim, demand, action, or cause of action shall be decided by court trial without a jury and that the parties to this Agreement may file an original counterpart of a copy of this Agreement with any court as written evidence of the consent of the Parties hereto to the waiver of their right to trial by jury.

Section 10.9 Further Assurances. Each Party covenants and agrees that, without any additional consideration, it shall execute and deliver, or shall cause its Affiliates to execute and deliver, such documents and other papers and shall take, or shall cause its Affiliates to take, such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated by this Agreement.

Section 10.10 Assignment. No Party may assign this Agreement, or any of its rights or obligations under this Agreement (whether by operation of Law or otherwise), without the prior written consent of the other Party; provided, that notwithstanding the foregoing, any Party may assign any or all of its rights or obligations under this Agreement without the consent of the other Party to: (a) its Affiliates, (b) a purchaser of: (i) one or more of its Affiliates that is a Provider or Recipient under this Agreement; (ii) all or substantially all of the business or assets of one or more of its Affiliates that is a Provider or Recipient under this Agreement; or (iii) all or substantially all of such Party's business or assets, or (c) its financing sources solely for collateral purposes, in each case so long as the assignee agrees to be bound by the terms of this Agreement. Any permitted assignment shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and permitted assigns. Any attempted assignment of this Agreement, or the rights or obligations herein, not in accordance with the terms of this Section 10.10 shall be void. If an RGHI Affiliate Provider is no longer affiliated with RGHI due to the sale of all or substantially all of the business or assets of such Affiliate to a third party, RGHI shall cause such Affiliate to agree to continue providing the Services that it is providing at the time of such transaction consistent with the terms of this Agreement for the remaining Term.

Section 10.11 Multi-party Contracts. The Company and RGHI will use all commercially reasonable efforts to obtain within 24 months following the Commencement Date, from the counterparty to each Multi-party Contract any needed consent to separate the portion of such contract that relates to the goods or services purchased from or supplied to the Business under such Multi-party Contract (including but not limited to assignment or partial assignment of such contracts to the Company or RGHI or its Affiliates). The contract constituting the separated portion of any Multi-party Contract that relates to the Business as described in the preceding sentence shall be assumed by and become the responsibility of the Company. Each Party making purchases or receiving services under any Multi-party Contract shall indemnify and hold harmless the other Party and its Affiliates for any claims, damages, etc. arising out of such purchases or receipt of services.

Section 10.12 Letters of Credit and Guarantees. RGHI and the Company shall use commercially reasonable efforts to cause all RGHI Letters of Credit and RGHI Guarantees, in each case with respect to the Company, to be canceled or terminated, as of the Commencement Date such that RGHI and its Affiliates shall be released and have no further obligation or liability (contingent or otherwise) under such RGHI Letters of Credit or RGHI Guarantees (to the extent applicable to the Company) from and after the Commencement Date. With respect to any RGHI Letters of Credit or RGHI Guarantees not terminated at the Commencement Date, RCP shall use commercially reasonable efforts to replace, cash collateralize or otherwise “backstop” such RGHI Letters of Credit and RGHI Guarantees at or prior to the Commencement Date. Following the Commencement Date, RCP shall indemnify RGHI and its Affiliates against any and all losses suffered or incurred in connection with the Company under the RGHI Guarantees or RGHI Letters of Credit.

Section 10.13 Severability. If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, all other provisions of this Agreement shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon any such determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 10.14 Interpretation.

(a) The Parties acknowledge and agree that, except as specifically provided herein, they may pursue judicial remedies at law or equity in the event of a dispute with respect to the interpretation or construction of this Agreement.

(b) This Agreement shall be interpreted and enforced in accordance with the provisions hereof without the aid of any canon, custom or rule of law requiring or suggesting constitution against the Party causing the drafting of the provision in question.

Section 10.15 No Third-Party Beneficiaries. Other than the rights granted to the Indemnified Parties under Section 9.1, nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted novates, transferees and assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

Section 10.16 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or scanned pages shall be effective as delivery of a manually executed counterpart to this Agreement.

Section 10.17 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 10.18 Order of Precedence. In the event of any conflict between the provisions of any Exhibit and the other provisions of this Agreement, the other provisions of this Agreement shall govern, except to the extent that the relevant provision of the Exhibit expressly identifies the provision of this Agreement it supersedes and expressly indicates that such provision is being superseded or this Agreement expressly indicates that the Exhibit governs.

[Signature page follows]

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

Reynolds Group Holdings Inc.

By: _____

Name:

Title:

Reynolds Consumer Products Inc.

By: _____

Name:

Title:

EXHIBIT A

Transition Services

Section G1: IT Services¹²

	<u>Service Name</u>	<u>Description of Service</u>	<u>Term</u>	<u>Monthly Fee (USD) – Commencement Date – 2020</u>	<u>Monthly Fee (USD) – 2021</u>
G1.1	<i>IT Service Category: Major Applications – Hosting and Infrastructure Support</i>				
	<i>Hosting – shared and dedicated environments</i>	<i>Provision of infrastructure and hosting services at RGHI’s data center for shared hardware and hardware dedicated to RCP’s systems. Services include:</i> <ul style="list-style-type: none"> • <i>Access to and use of the noted applications groups</i> • <i>Disaster Recovery</i> • <i>Administration</i> • <i>Security management</i> • <i>Help Desk services</i> • <i>Backup/restore management</i> <i>Service also includes provision of equivalent access to this set of RCP applications in alternative data center(s) upon migration to RCP’s new operating environment(s), and/or equivalent services from alternative providers, managed under this Agreement by RGHI.</i>	<i>All services in group 24 months from the Commencement Date</i> <i>Termination can only be as per an agreed Migration Plan</i>		
G1.1.1	Autosys	Job Scheduling and Monitoring System.		\$10,109	TBD

¹ Where reference is made to RGHI’s data center, this means either (1) the Lincolnshire facility at 605 Heathrow Drive, (2) the Lake Forest backup data center at 1900 West Field Court, or (3) the Cloud Service provider selected to house certain infrastructure operations from time to time during the Term and migration.

² Fees for 2021 are not yet finalized, and will be negotiated in good faith by RGHI and RCP during the course of 2020.

	<u>Service Name</u>	<u>Description of Service</u>	<u>Term</u>	<u>Monthly Fee (USD) – Commencement Date – 2020</u>	<u>Monthly Fee (USD) – 2021</u>
G1.1.2	Citrix/Virtual Desktops	VDI environment for remote application routing and access.		\$5,834	TBD
G1.1.3	Collaboration – Email, Instant Messaging & Teams	MS Exchange email Service, Outlook integration, MS teams, and Skype for Business Instant Messaging/Collaboration.		\$32,155	TBD
G1.1.4	CRM	RCP’s instance of the MS Dynamics Customer Relationship Management System.		\$2,014	TBD
G1.1.5	Easy Software	Easy payments software suite for Accounts Payable management.		\$5,073	TBD
G1.1.6	EDI Infrastructure	Electronic data Interchange services for transactional interfacing with vendors and suppliers.		\$4,094	TBD
G1.1.7	HP Dazel	SAP printing control subsystem.		\$5,918	TBD
G1.1.8	Hyperion/HFM	Hyperion Financial Management system for consolidation and reporting.		\$4,028	TBD
G1.1.9	JDA	JDA suite of applications for planning and transportation management.		\$4,815	TBD
G1.1.10	RightFax	Electronic fax messaging system.		\$2,292	TBD
G1.1.11	RPA/AA	Automation Anywhere ecosystem for Robotic Process Automation.		\$11,861	TBD
G1.1.12	Sabrix	Thomson Reuters Sales and Use Tax calculation Engine.		\$7,597	TBD
G1.1.13	SharePoint	MS SharePoint environment for collaboration, file-sharing and intranet delivery.		\$9,649	TBD
G1.1.14	Maintenance Connect	Plant Maintenance system.		\$4,316	TBD

	Service Name	Description of Service	Term	Monthly Fee (USD) – Commencement Date – 2020	Monthly Fee (USD) – 2021
G1.2	IT Service Category: Support Services				
	<i>General support services</i>	<i>Overall services associated with delivery of general support from RGHI to RCP, including components such as:</i> <ul style="list-style-type: none"> • <i>Administration of vendors</i> • <i>Procurement</i> • <i>Network management</i> • <i>Infrastructure administration and management</i> 	<i>All services in group 24 months from the Commencement Date</i> <i>Termination can only be as per an agreed Migration Plan</i>		
G1.2.1	Site Security Application Services	Management of various site security systems, badge processing, video surveillance.		\$1,583	TBD
G1.2.2	Desktop & Site Management	Centralized management services for facility environments: patching, backup, package delivery, imaging, RF device support.		\$39,079	TBD
G1.2.3	IT Security Provisioning	Management of security provisioning for all applications and access, including SSO and AD.		\$18,479	TBD
G1.2.4	IT Procurement	Handling of procurement activities for existing and new vendors, including contract management, SOW completion, PR and PO processing.		\$9,233	TBD
G1.2.5	IT Finance	Payments, allocation processing, invoicing & reporting, and budgeting for existing and new vendors.		\$11,113	TBD
G1.2.6	Voice and Cellular Phone Support	General provisioning and management of VOIP services and CRU mobility with vendors.		\$12,137	TBD
G1.2.7	Microsoft Tenant Management	Interaction with the MS cloud services agency for MS tenancy management and administration in Azure.		\$15,637	TBD
G1.2.8	AWS Tenant Management	Interaction with the AWS cloud services agency and LemonGrass for AWS tenancy management and administration in Amazon.		\$36,835	TBD

	<u>Service Name</u>	<u>Description of Service</u>	<u>Term</u>	<u>Monthly Fee (USD) – Commencement Date – 2020</u>	<u>Monthly Fee (USD) – 2021</u>
G1.2.9	LAN & WAN Management	Provisioning, monitoring, troubleshooting and administration of all long distance and local network facilities, including AT&T (and other) MPLS, DMVPN, Routers and Switches, and Wi-Fi APs.		\$97,353	TBD
G1.2.10	Governance	Overall management of services delivered under this Agreement.		\$41,820	TBD
G1.2.11	SAP Basis	Support for SAP technical environment, configuration, and database management.		\$61,082	TBD
G1.2.12	SQL Management	Management of environments for miscellaneous MS SQL databases/systems.		\$32,720	TBD
G1.2.13	Base Infrastructure	All management and administration of core datacenter environments in support of all centralized applications and utility delivery, including all services associated with the Lincolnshire Data Center, Cloud Hosting environments, third party administration and support services.		\$220,775	TBD
G1.3	<i>IT Service Category: General Pass-thru / Variable Costs</i>				
	<i>Variable and Pass-thru costs</i>	<i>Service fees for consumption or license maintenance as levied by vendors to RGHI based on RCP utilization of such services or licenses.</i>	<i>All services in group 24 months from the Commencement Date</i> <i>Termination will occur as services are contracted directly with RCP</i>	<i>All services costs are pass-through of actual third-party costs incurred in providing the service</i>	
G1.3.1	WAN Services – Site Network	Vendor (AT&T and other) costs for usage of MPLS and ISP services.			
G1.3.2	Voice and Cellular Phone Service	Local, Long Distance, & Mobile usage costs.			

	<u>Service Name</u>	<u>Description of Service</u>	<u>Term</u>	<u>Monthly Fee (USD) – Commencement Date – 2020</u>	<u>Monthly Fee (USD) – 2021</u>
G1.3.3	Multi-function device (MFD) Services	Lexmark usage and consumables costs.			
G1.3.4	Hosting – Microsoft	O365 – Microsoft usage			
G1.3.5	Licensing—Microsoft	Microsoft license maintenance (SA) and subscriptions.			
G1.3.6	Licensing – SAP	SAP license maintenance – R/3			
G1.3.7	Licensing—SAP BI/MII	SAP license maintenance – BI (Hana), MII (IFP)			
G1.3.8	Licensing—Oracle/HFM	Oracle license maintenance for Hyperion Financial Manager.			
G1.3.9	Licensing – JDA	JDA Transportation and Planning license maintenance fees.			
G1.3.10	Licensing – GEP	GE Procurement system license fees.			
G1.3.11	Licensing – Novatus	Novatus contract management system license fees.			
G1.3.12	Licensing – Thingworxs	Thingworks (PTC) license fees (IFP).			
G1.3.13	Licensing – Winshuttle	Winshuttle (MDM management) license fees.			
G1.3.14	Licensing – SpecRight	Specright license fees.			
G1.3.15	Domain Names	Domain name annual registration fees.			
G1.3.16	IT Procurement – Fees	Hardware/Software/Services procured on behalf of RCP.			
G1.3.17	Licensing – Other	Kronos, Minitab, & KnowBe4, plus other miscellaneous minor licenses maintenance fees.			

	<u>Service Name</u>	<u>Description of Service</u>	<u>Term</u>	<u>Monthly Fee (USD) – Commencement Date – 2020</u>	<u>Monthly Fee (USD) – 2021</u>
G1.4	<i>IT Service Category: Project Management / IT Consulting³</i>				
G1.4.1	Discretionary Enhancements	<p>Any system changes or enhancements to the technical operating environment (excluding, for the avoidance of doubt, Migration Services described in G1.4.4) requested by RCP during the Term require agreement between RGHI and RCP. Provision of this Service is subject to the availability of internal resource within RGHI and agreement between the Parties regarding the scope of the changes/enhancements.</p> <p>Where this Service is used, the rates will be as follows:</p> <ul style="list-style-type: none"> • Project Manager at \$150 / hour • Senior Engineer at \$200 / hour • Junior Engineer at \$150 / hour 	24 months from the Commencement Date	<p>Quoted hourly rate with respect to the particular service to be provided</p> <p>Plus the pass-through of actual third-party costs incurred in providing the service</p>	<p>Quoted hourly rate with respect to the particular service to be provided</p> <p>Plus the pass-through of actual third-party costs incurred in providing the service</p>
G1.4.2	IT Consulting Services	<p>Provision of advice, guidance and recommendations on new services (excluding, for the avoidance of doubt, Migration Services described in G1.4.4), new technical solutions related to applications and infrastructure, etc.</p> <p>Provision of this Service is subject to availability of internal resource within RGHI and agreement between the Parties. Where this Service is used, the rates will be as follows:</p> <ul style="list-style-type: none"> • IT Consulting Services at \$200 / hour 	24 months from the Commencement Date	<p>Quoted hourly rate with respect to the particular service to be provided</p> <p>Plus the pass-through of actual third-party costs incurred in providing the service</p>	<p>Quoted hourly rate with respect to the particular service to be provided</p> <p>Plus the pass-through of actual third-party costs incurred in providing the service</p>

³ RGHI shall provide the first 3,500 hours pursuant to G1.4.1 and G1.4.2 at no charge; thereafter, the stated rates shall apply.

	<u>Service Name</u>	<u>Description of Service</u>	<u>Term</u>	<u>Monthly Fee (USD) – Commencement Date – 2020</u>	<u>Monthly Fee (USD) – 2021</u>
G1.4.3	Project Management Services	<p>Provision of Project Management services and resources and technical resources required to deliver projects agreed between RGHI and RCP (excluding, for the avoidance of doubt, Migration Services described in G1.4.4).</p> <p>Provision of this Service is subject to availability of internal resource within RGHI and agreement between the Parties. Where this Service is used, the rates will be as follows:</p> <ul style="list-style-type: none"> • Project Manager at \$150 / hour • Senior Engineer at \$200 / hour • Junior Engineer at \$150 / hour <p>Any costs for engaging external resources will be passed through to RCP.</p>	24 months from the Commencement Date	<p>Quoted hourly rate with respect to the particular service to be provided</p> <p>Plus the pass-through of actual third-party costs incurred in providing the service</p>	<p>Quoted hourly rate with respect to the particular service to be provided</p> <p>Plus the pass-through of actual third-party costs incurred in providing the service</p>
G1.4.4	Migration Services	<p>Project services to manage and execute the extraction of IT operations from the RLS managed environment(s) and enable RCP to exit this TSA, as defined in the TSA Migration Services in Section 2.1.(c). For the avoidance of doubt, this service includes all internal RGHI labor and third-party costs associated with project management and execution of all separation activities, and any license or technology acquisitions required to facilitate the establishment of RCP’s new, stand-alone IT environment and the handover of same to RCP for future management.</p> <p>This Service cannot be terminated until such time as separation has concluded to the satisfaction of RGHI and RCP.</p>	24 months from the Commencement Date	<p>Quoted hourly rate with respect to the particular service to be provided</p> <p>Plus the pass-through of actual third-party costs incurred in providing the service</p>	<p>Quoted hourly rate with respect to the particular service to be provided</p> <p>Plus the pass-through of actual third-party costs incurred in providing the service</p>

	<u>Service Name</u>	<u>Description of Service</u>	<u>Term</u>	<u>Monthly Fee (USD) – Commencement Date – 2020</u>	<u>Monthly Fee (USD) –2021</u>
G1.4.5	Crossover Services	Provision of desktop support and core applications services for scenarios where people not transferred are required to temporarily assist in RCP to augment transferred peoples' expertise or capacity, notwithstanding both parties' intentions to have these areas of support self-sufficient inside RCP by commencement date.	12 months from the Commencement Date	No fee	No fee

Section G2: HR Services

	<u>Service Name</u>	<u>Description of Service</u>	<u>Term</u>	<u>Fee (USD)</u>
G2.1	General HR – Ancillary Services	<p>RGHI will be available to provide transition of support and agreements and provide support for meetings to share information and answer any questions with current vendors regarding current practices, including but not limited to support for separation of 401(K), H&W, and pension plans.</p> <p>The parties shall cooperate in good faith regarding preparation of 5500s and ACA reporting for plan year 2019, with responsibility for filings as follows:</p> <ul style="list-style-type: none">• 401(K) 5500s<ul style="list-style-type: none">• RGHI shall file for existing Employee Savings Plan (non-bargaining) and Employee Savings Plan for Pactiv Bargaining• RCP shall file for Employee Savings Plan for Reynolds Bargaining and any new Company savings plans established as of the Commencement Date• Pension and H&W 5500s<ul style="list-style-type: none">• RGHI shall file for Reynolds Services Inc. Group Benefit Plan, Pactiv Retirement Plan, Reynolds Services Inc. Group Benefit Plan for Bargaining Unit Employees, Pactiv Retiree Health & Welfare Plan, Reynolds Group Pension Plan, Evergreen Packaging Pension Plan• RCP shall file for new Company plans established as of the Commencement Date• ACA Reporting<ul style="list-style-type: none">• RCP shall coordinate filing	12 months from the Commencement Date	No fee
G2.2	General HR – Administrative Services	Administrative Assistant, HR Benefits will be available (50%) to provide services to RCP under a Secondment Agreement. Services will includes all as currently provided, including: preparation of informational bulletins related to benefits, vendor billing administration, tracking vendor performance guarantees, and general administrative duties.	The earlier of (i) December 31, 2020 or (ii) the cessation of current Administrative Assistant’s employment	\$3,300 per month Plus pass-through of actual third-party costs incurred in providing the service

	<u>Service Name</u>	<u>Description of Service</u>	<u>Term</u>	<u>Fee (USD)</u>
G2.3	Payroll Services – Systems and Support	Provision of payroll services comprising: <ul style="list-style-type: none"> • Management of the relationship and contract with ADP and Kronos • Software and hosting access to Kronos • Ongoing support of interface files with ADP and third-party vendors consistent with current practices, including management and oversight of existing vendor feeds • Access to ADP and Kronos so that RCP may undertake: <ul style="list-style-type: none"> • Processing salaried and hourly payrolls • New hire reporting • Year-end tax reporting and preparation for employees (if applicable) • Payroll tax return preparation • Access to HRIS reporting capabilities (where applicable and with existing vendors/feeds) <p>RCP will be responsible for generating their own reports from the payroll systems. RGHI and its Affiliates will not permit the payroll provider to create any additional programmed reports that are not part of the menu of standard reports available to RGHI.</p>	December 31, 2020	\$11,000 per month \$29,150 per month for ADP \$3,700 per month for Kronos software (hosting fees included in Section G1) Plus pass-through of actual third-party costs incurred in providing the service
G2.4	Payroll Services – Consulting/Project Management Services	Provision of access to RGHI Director of Payroll & HRIS and Senior HRIS Payroll Analyst in relation to carve-out efforts to establish RCP instance of ADP.	December 31, 2020	\$100 per person / per hour Plus pass-through of actual third-party costs incurred in providing the service
G2.5	General HR –Employment Services	Employment of current Director, Supplier Product and Process Quality – Europe & Asia, including, without limitation, provision of human resources support, payroll processing, and benefits coverage.	The earlier of (i) the transfer of Director, Supplier Product and Process Quality – Europe & Asia to RCP or (ii) January 31, 2020	Pass-through of actual costs and third-party costs incurred in providing the services

Section G3: Financial Services

	Service Name	Description of Service	Term	Fee (USD)
G3.1	Financial Services – Technical Accounting	Provision of support and handover services for technical accounting including: <ul style="list-style-type: none">Assistance with accounting guidance in relation to specific transactions (i.e. lease review, casualty loss, customer contract review, restructures, etc.), including research (consistent with past practices) for review by RCP management and auditors	12 months from the Commencement Date	\$125 per person / per hour Plus pass-through of actual third-party costs incurred in providing the service
G3.2	Financial Services – Lease Administration	Provision of support and handover services for lease administration including: <ul style="list-style-type: none">Lease accounting and lease administration services consistent with current practices and procedures, including but not limited to:<ul style="list-style-type: none">Mass data uploads leveraging ETL templates into Costar system (10+ lease records)Upload of discount rates (as prepared by RCP)Preparation of monthly and quarterly reportsSystem controls in relation to RGHI instance of Costar, backup, exchange rates review, facilitation of user security review, cost center/hierarchy maintenance, etc.Assistance with system issue resolutionCopies of all records, standard reports, and schedules, etc. from the Costar system for purposes of adoption of the lease accounting standard	The earlier of (i) 12 months from the Commencement Date or (ii) the date RCP obtains its own instance of Costar	\$125 per person / per hour \$1,235 per month for Costar Plus pass-through of actual third-party costs incurred in providing the service
G3.3	Financial Services – Benefits Reporting Support ⁴	Administration, execution, and handover of financial reporting and accounting services for reports required for financial reporting related to medical and benefits costs including vendor cost tracking, and other HR/benefits related accounting matters consistent with past practices.	18 months from the Commencement Date	\$3,365 per month Plus pass-through of actual third-party costs incurred in providing the service

⁴ Process RE quarterly true-ups will change during the Term from reconciling claims by headcount to where incurred and will reconcile back to the Commencement Date.

	<u>Service Name</u>	<u>Description of Service</u>	<u>Term</u>	<u>Fee (USD)</u>
G3.4	Financial Services – Treasury Administration Handover Services	<p>Reasonable provision of treasury administration handover services, including:</p> <ul style="list-style-type: none"> • Assistance with transitioning signatories, online access and other bank account transition considerations if required (including but not limited to establishment of new banking platforms)* • Assistance with transition of administration of letters of credit and any other assumed indebtedness* • Assistance with transition of corporate credit card programs administration • Assistance with completion of development of the structure and documentation of intercompany loan agreements that are in process at the time of the Commencement Date • Models and historical cash management reports/materials • Assistance with cash settlements, movements related to trade balances, intercompany loans, dividends, cash forecasting, and banking platforms • Assistance with development of daily cash report preparation processes • Assistance with development of escheatment reporting and filing processes • Training on review of bank-generated reports • Assistance with transition of wire transfer administration (i.e. authorization for tokens) • Backup assistance with wire transfer administration and approvals • Support for day to day cash management activities consistent with past practices <p>RGHI and RCP shall work together in good faith to finalize transition of the services denoted with an asterisk (*) above within 3 months from the Commencement Date.</p>	12 months from the Commencement Date	<p>\$95</p> <p>per person / per hour</p> <p>Plus pass-through of actual third-party costs incurred in providing the service</p>

	Service Name	Description of Service	Term	Fee (USD)
G3.5	Financial Services – Reporting Applications Support Services	Provision of access to and/or application support services for FIS Integrity. Service is subject to ability to apply security so RCP cannot view or access RGHI data in those systems.	12 months from the Commencement Date	\$10,100 per month Plus pass-through of actual third-party costs incurred in providing the service
G3.6	Financial Services – External Reporting ⁵	RGHI External Reporting team will be available to provide background support and consulting services related to RCP’s external reporting requirements.	18 months from the Commencement Date	\$22,500 per month Plus pass-through of actual third-party costs incurred in providing the service
G3.7	Financial Services – Compliance Advisory Services	Provision of support services of RGHI Senior Compliance Manager related to SAP access and security risks (SOX 404).	The earlier of (i) 12 months from the Commencement Date or (ii) the cessation of current Senior Compliance Manager’s employment	\$8,000 per month Plus pass-through of actual third-party costs incurred in providing the service
G3.8	Financial Services – SOX Compliance	In connection with RCP’s obligation to comply with the Sarbanes-Oxley Act of 2002, provision of reasonable support and performance of key controls related to financial reporting as agreed between the Parties.	24 months from the Commencement Date	\$200 per person / per hour Plus pass-through of actual third-party costs incurred in providing the service

⁵ RCP needs to obtain its own instance of Wdesk (or similar system) to prepare and file annual and quarterly filings as of the Commencement Date.

	<u>Service Name</u>	<u>Description of Service</u>	<u>Term</u>	<u>Fee (USD)</u>
G3.9	Treasury Services – FBAR Reporting	Provision of Foreign Bank and Financial Accounts (“FBAR”) reporting services.	12 months from the Commencement Date	\$80 per person / per hour Plus pass-through of actual third- party costs incurred in providing the service
G3.10	Treasury Services – Hedging	Provision of support and handover services related to commodity hedging activities, including: <ul style="list-style-type: none"> • Determining hedge quantities and timing • Execution of hedging trades in Kiorex • Tracking open hedge positions • Facilitate provision of month-end journal entries 	12 months from the Commencement Date	\$105 per person / per hour \$8,500 per month for Kiorex Plus pass-through of actual third- party costs incurred in providing the service

Section G4: Internal Audit and Tax Services

	<u>Service Name</u>	<u>Description of Service</u>	<u>Term</u>	<u>Fee (USD)</u>
G4.1	Audit and IT Audit Handover Services	<p>Provision of audit handover services, including information relating to IT internal audit processes and procedures of RCP.</p> <p>Reasonable provision of:</p> <ul style="list-style-type: none">• Training of new RCP staff and existing documentation for all relevant processes• Assistance, related to the services included in this section• Transition handover support as required	12 months from the Commencement Date	<p>\$175 per person / per hour</p> <p>Plus pass-through of actual third-party costs incurred in providing the service</p>
G4.2	Tax Services – Direct (US and Canada)	<p>Provision of support services for tax accounting and direct tax filings, including preparation and filing of federal and state tax returns. For the avoidance of doubt, preparation and filing of returns may be completed by a third-party service provider consistent with current practice.</p> <p>Reasonable handover tax services, including:</p> <ul style="list-style-type: none">• The transfer by Sellers of any and all historical information and explanations necessary for Transferred Entities to completely and accurately prepare and file the tax returns related to post-Closing period.• Identification of all information sources, including information gathering formats, for the collection of information required for Transferred Entities to prepare and file the tax returns related to post-Closing periods.• Providing continued support in providing historical documentation and explanations in relation to tax audits currently in process.• Providing working papers and support related to accounting for income taxes.• Providing historical transfer pricing studies and working papers.• Assistance with registrations and/or electronic payment registrations as needed.	24 months from the Commencement Date	<p>\$100,275 per month</p> <p>Pass-through of actual third-party costs incurred in providing the service</p>

	<u>Service Name</u>	<u>Description of Service</u>	<u>Term</u>	<u>Fee (USD)</u>
G4.3	Tax Services – Indirect (US and Canada)	<p>Provision of support services for indirect tax filings, including preparation and filing of Sales and Use, VAT, Personal, and Property tax returns. For the avoidance of doubt, preparation and filing of returns may be completed by a third-party service provider consistent with current practice.</p> <p>Reasonable handover services, including:</p> <ul style="list-style-type: none"> • Providing copies of all existing documentation required for Property tax and Sales and Use tax compliance, including resale and manufacturer’s exemption certificates as well as continued services in support of processes to obtain, review, and maintain necessary documentation. • Facilitating and assisting in the creating of documentation required for tax compliance. • The transfer by Sellers of any and all historical information and explanations necessary for Transferred Entities to completely and accurately prepare and file the tax returns related to post-Closing period. • Identification of all information sources, including information gathering formats, for the collection of information required for Transferred Entities to prepare and file the tax returns related to post-Closing periods. • Providing continued support in providing historical documentation and explanations in relation to tax audits currently in process. • Assistance with registrations and/or electronic payment registrations as needed. <p>Providing working papers to support calculations related to the accounting for income taxes.</p>	24 months from the Commencement Date	<p>\$13,285 per month</p> <p>Plus pass-through of actual third-party costs incurred in providing the service</p>
G4.4	Tax Services – China	Provision of handover services related to returns and filings with retained third-party service provider.	12 months from the Commencement Date	<p>\$140 per person / per hour</p> <p>Plus pass-through of actual third-party costs incurred in providing the service</p>

	<u>Service Name</u>	<u>Description of Service</u>	<u>Term</u>	<u>Fee (USD)</u>
G4.5	Tax Services – Audit Support	Provision of support for state and federal income tax audits, including: <ul style="list-style-type: none"> • Providing documentation and explanations to the examiners • Preparing necessary paperwork related to any filings or settlements 	24 months from the Commencement Date	\$175 per person / per hour Plus pass-through of actual third-party costs incurred in providing the service
G4.6	Tax Services – Transfer Pricing Consulting Services	RGHI Director of Transfer Pricing will provide support and handover services for transfer pricing compliance and matters related to RCP Canada/US transactions and sales services. Transfer Pricing support in connection with audits and Country by Country (CbC) reporting will be available on an ad hoc basis and charged at an hourly rate.	The earlier of (i) 24 months from the Commencement Date or (ii) the cessation of current Director of Transfer Pricing’s employment	\$1,500 per month \$140 per person / per hour for ad hoc support Plus pass-through of actual third-party costs incurred in providing the service

Section G5: Procurement Services

	<u>Service Name</u>	<u>Description of Service</u>	<u>Term</u>	<u>Fee (USD)</u>
G5.1	Procurement – Support and Handover Services	<p>Provision of support and handover services to assist RCP (consistent with past practices) in obtaining supply and or service agreements, including assisting with negotiations (which shall not include legal advice, except to the extent included pursuant to the legal transition services schedule) in relation to:</p> <ul style="list-style-type: none">• Small parcel freight (UPS, FedEx)• Energy (i.e. natural gas, electricity, etc.)• ISN• IT multifunction devices (printers, etc.)• Raw materials – Poly (i.e. \$110M+ PS, \$50M+ PP, \$40M+ PET, \$20M Master Batch and Fillers)• Raw materials – Packaging (corrugate, pallets, poly bags, molded fiber and related chemicals)• MRO• IT procurement• Vendor mall administration (i.e. support of Ariba Catalogues)• GEP IT extract	12 months from the Commencement Date	<p>\$100 per person / per hour</p> <p>Plus the pass-through of actual third-party costs incurred in providing the service</p>
G5.2	Procurement – Freight Procurement Services	Provision of freight procurement services to arrange shipments from RCP vendors to RCP facilities (consistent with current practices) in accordance with the processes and procedures set forth in the Warehousing and Freight Services Agreement between Pactiv LLC and Reynolds Consumer Products LLC effective November 1, 2019.	12 months from the Commencement Date	\$25 per load

Section G6: Travel and Expense Services

	<u>Service Name</u>	<u>Description of Service</u>	<u>Term</u>	<u>Fee (USD)</u>
G6.1	Travel and Expense Services – Concur & Travel Booking Assistance	Provision of: <ul style="list-style-type: none"> • Access to discounted airline, hotel, and rental car rates • Services relating to travel booking assistance and ticket issuance by World Travel • Access to the Concur system for travel booking, filing expense reports, processing and payment of expense reports, and reimbursement for cash expenses 	12 months from the Commencement Date	<u>Monthly Fee:</u> \$19,000 Plus pass-through of actual third-party costs incurred in providing the service
G6.2	Travel and Expense Services – Corporate Travel Card	Administration of corporate travel credit card program and purchasing “ProCard” credit card program for cards provided by HSBC and used by RCP employees solely for business travel and business expenses. Services include: <ul style="list-style-type: none"> • Procurement of new cards and cancellation of existing cards • Facilitating changes to credit limits • Audits of employee expense reports for compliance with RCP’s policies using current audit tools and practices • Other services consistent with current practices <p>RCP employees may continue to use their current HSBC credit cards under existing rules and limits. At or before the end of the Term, all cards must either be transferred to accounts established by RCP with HSBC or cancelled.</p>	The earlier of (i) January 20, 2021 or (ii) the date on which RCP obtains credit cards under its own platform with HSBC	<u>Monthly Fee:</u> \$7,000 Plus pass-through of actual third-party costs incurred in providing the service (including, for the avoidance of doubt, all charges incurred on the credit cards)

Section G7: Trade Compliance

	<u>Service Name</u>	<u>Description of Service</u>	<u>Term</u>	<u>Fee (USD)</u>
G7.1	Trade Compliance Handover Services	<p>Provision of access to RGHI's and its Affiliates' trade compliance team who will provide ongoing support, background information and handover support services for the current trade compliance function, including:</p> <ul style="list-style-type: none">• Assistance in data handover of historical import and export transactions and classification databases• Familiarization with trade compliance procedures, in particular:<ul style="list-style-type: none">• Export controls• Transition supplier communication regarding Importer Security Filings• Reporting and filing services, but will not require Sellers to carry out reporting or filing on behalf of the Transferred Entities• Understanding of current issues, including routine filings, prior disclosures, protests, remediations and assistance declarations• Coordination of shipments with brokers (import and export)• Classifications• Preparation of customs documentation• Denied party screening• Monthly import and export reports• FTA support	12 months from the Commencement Date	\$90 per person / per hour Plus pass-through of actual third-party costs incurred in providing the service

Section G8: Legal and Other Regulatory Support Services

	<u>Service Name</u>	<u>Description of Service</u>	<u>Term</u>	<u>Fee (USD)</u>
G8.1	General Services – Legal Support	<p>Provision of support and handover services with respect to all legal services provided by RGHI and its Affiliates’, including:</p> <ul style="list-style-type: none">• Information, relevant documents and knowledge transfer related to the legal matters and legal functions, including:<ul style="list-style-type: none">• in-house legal services, including advisory, regulatory, reporting and filing services• employment and labor relations• Review of contracts relating to Information Technology, real estate, general procurement, and advertising and intellectual property matters• Ongoing information and assistance in connection with all other matters for which employees of RGHI or its Affiliates were providing legal services prior to the Commencement Date• Access to contract management database (Conga Novatus)	24 months from the Commencement Date	\$190 per person / per hour for lawyers and \$70 per person / per hour for paralegals Plus pass-through of actual third-party costs incurred in providing the service (i.e. external legal firm fees to compile data for RCP)
G8.2	General Services – Intellectual Property	<p>Provision of handover and support services related to RCP’s intellectual property portfolio, including:</p> <ul style="list-style-type: none">• Facilitation of ongoing portfolio maintenance (i.e. renewal decisions and required filings)• Management and oversight of patent and trademark prosecution activities (i.e. office action responses)• Filing new registrations and applications consistent with past practices• Assistance, information and knowledge transfer related to the legal matters and legal functions of RCP, including transferring to RCP, in such electronic or hard copy format as reasonably requested by RCP, any and all documentation in the possession of RGHI, its Affiliates or their outside legal counsel, relating to the prosecution, enforcement, registration and application of any owned intellectual property, including all information in any intellectual property docket maintained by RGHI, its Affiliates or their outside legal counsel	The earlier of (i) 24 months from the Commencement Date or (ii) the cessation of current Administrator of IP Operations/Paralegal’s employment	\$190 per person / per hour for lawyers and \$70 per person / per hour for paralegals Plus pass-through of actual third-party costs incurred in providing the service (i.e. external legal firm fees to compile data for RCP)

	<u>Service Name</u>	<u>Description of Service</u>	<u>Term</u>	<u>Fee (USD)</u>
G8.3	General Services – Corporate Secretarial	Provision of corporate secretarial duties and government filing assistance.	To the earlier of (i) 24 months from the Commencement Date or (ii) the cessation of current Corporate Governance Paralegal’s employment	\$190 per person / per hour for lawyers, \$45 per hour for Corporate Governance Paralegal Plus pass-through of actual third-party costs incurred in providing the service (i.e. external Co-Sec/legal firm fees)
G8.4	General Services – SEC Reporting and Compliance	RGHI Legal Counsel will be available to provide assistance and support related to reporting and filing requirements with the U.S. Securities and Exchange Commission and corporate governance matters.	24 months from the Commencement Date	\$10,000 per month Plus pass-through of actual third-party costs incurred in providing the service
G8.5	General Services – Regulatory	Provision of handover services and support related to compliance with FDA regulations, food-contact product rules, product compliance, and other regulatory and compliance schemes.	12 months from the Commencement Date	No fee

	<u>Service Name</u>	<u>Description of Service</u>	<u>Term</u>	<u>Fee (USD)</u>
G8.6	General Services – Real Estate	Provision of support and handover services related to real estate administration (consistent with past practices), including but not limited to: <ul style="list-style-type: none"> • Coordination of insurance, environmental, and legal functions to review leases, prepare annual reports, etc. • Reconciliation of annual lease expenses • Assistance with resolution of facility issues (i.e. repairs, etc.) • Review and monitoring of tenant improvement allowances • Assistance with establishing new facilities or closing existing facilities • Support for year-end reporting 	12 months from the Commencement Date	\$1,630 per month Plus pass-through of actual third-party costs incurred in providing the service

EXHIBIT B

Reverse Transition Services

Section GR1: IT

	<u>Service Name</u>	<u>Description of Service</u>	<u>Term</u>	<u>Fee (USD)</u>
GR1.1	IT – Crossover Services	Provision of desktop support and core applications services for scenarios where people transferred are required to temporarily assist in RGHI to augment non-transferred peoples' expertise or capacity, notwithstanding both parties' intentions to have these areas of support self-sufficient inside RGHI by commencement date.	12 months from the Commencement Date	No fee

Section GR2: HR

	<u>Service Name</u>	<u>Description of Service</u>	<u>Term</u>	<u>Fee (USD)</u>
GR2.1	General HR – Ancillary Services	<p>RCP will be available to provide transition of support and agreements and provide support for meetings to share information and answer any question with current vendors regarding current practices, including but not limited to support for separation of 401(K), H&W, and pension plans.</p> <p>The parties shall cooperate in good faith regarding preparation of 5500s and ACA reporting for plan year 2019, with responsibility for filings as follows:</p> <ul style="list-style-type: none">• 401(K) 5500s<ul style="list-style-type: none">• RGHI shall file for existing Employee Savings Plan (non-bargaining) and Employee Savings Plan for Pactiv Bargaining• RCP shall file for Employee Savings Plan for Reynolds Bargaining and any new Company savings plans established as of the Commencement Date• Pension and H&W 5500s<ul style="list-style-type: none">• RGHI shall file for Reynolds Services Inc. Group Benefit Plan, Pactiv Retirement Plan, Reynolds Services Inc. Group Benefit Plan for Bargaining Unit Employees, Pactiv Retiree Health & Welfare Plan, Reynolds Group Pension Plan, Evergreen Packaging Pension Plan• RCP shall file for new Company plans established as of the Commencement Date• ACA Reporting<ul style="list-style-type: none">• RCP shall coordinate filing for 2019 plan year	12 months from the Commencement Date	No fee
GR2.2	General HR – ACA and HSA Training	Provision of handover and support services related to ACA reporting and HSA funding and reporting.	12 months from the Commencement Date	No fee Plus pass-through of actual third-party costs incurred in providing the service

Section GR3: Regulatory

	<u>Service Name</u>	<u>Description of Service</u>	<u>Term</u>	<u>Fee (USD)</u>
G3.1	General Services – Regulatory	Provision of handover services and support related to compliance with FDA regulations, food-contact product rules, product compliance, and other regulatory and compliance schemes.	12 months from the Commencement Date	No fee

Section GR4: Procurement

	<u>Service Name</u>	<u>Description of Service</u>	<u>Term</u>	<u>Fee (USD)</u>
GR4.1	Procurement Handover Services	Provision of handover services to assist RGHI in establishing relationships with vendors for the following services: <ul style="list-style-type: none">• Fleet program• Office supplies• T&E (including rental car, airline, World Travel, and Concur) Provision of purchasing support and handover services for poly bags.	12 months from the Commencement Date	\$100 per person / per hour Plus pass-through of actual third-party costs incurred in providing the service

EXHIBIT C

Service Coordinators

To be designated in writing from time to time by each party.

TAX MATTERS AGREEMENT

by and among

REYNOLDS GROUP HOLDINGS LIMITED,

REYNOLDS GROUP HOLDINGS INC.

and

REYNOLDS CONSUMER PRODUCTS INC.

Dated as of []

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TAX MATTERS AGREEMENT

This TAX MATTERS AGREEMENT (the “**Agreement**”) is entered into as of [●], 2019 by and among Reynolds Group Holdings Limited, a New Zealand limited company (“**RGHL**”), Reynolds Group Holdings Inc., a Delaware corporation (“**RGHI**”) and Reynolds Consumer Products Inc., a Delaware corporation (“**RCPI**”).

WITNESSETH:

WHEREAS, pursuant to the Tax laws of various jurisdictions, certain members of the RCPI Group presently file certain Tax Returns on an affiliated, consolidated, combined, unitary, fiscal unity or other group basis (including as permitted by Section 1501 of the Code) with certain members of the RGHL Group;

WHEREAS, RGHL, RGHI and RCPI have entered into a Transaction Implementation Agreement, dated as of the date hereof, as amended, modified or supplemented from time to time (the “**Transaction Implementation Agreement**”), pursuant to which the parties will effect certain transactions prior to the initial public offering of common stock of RCPI (the “**RCPI IPO**”), including the Pre-Distribution Transactions, the Contribution, the First Distribution, and the Second Distribution;

WHEREAS, RGHL, RGHI and RCPI desire to set forth their agreement on the rights and obligations of RGHL, RGHI, RCPI and the members of the RGHL Group, the RGHI Group and the RCPI Group respectively, with respect to certain tax matters; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

Section 1. *Definitions.*

(a) For the purposes of this Agreement the following terms shall have the following meanings:

“**Affiliate**” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such specified Person. For purposes of determining whether a Person is an Affiliate, the term “control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of securities, contract or otherwise, provided, however that, from and after the consummation of the RCPI IPO on the Distribution Date, no member of the RGHL Group shall be deemed to be an Affiliate of any member of the RCPI Group, and no member of the RCPI Group shall be deemed to be an Affiliate of any member of the RGHL Group.

“**Agreement**” has the meaning set forth in the preamble.

“**Applicable Law**” means, with respect to any Person, any federal, state, county, municipal, local, multinational or foreign statute, treaty, law, common law, ordinance, rule, regulation, order, writ, injunction, judicial decision, decree, permit or other legally binding requirement of any Governmental Authority applicable to such Person or any of its respective properties, assets, officers, directors, employees, consultants or agents (in connection with such officer’s, director’s, employee’s, consultant’s or agent’s activities on behalf of such Person).

“**Business Day**” shall mean a day, other than a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by law to close.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Combined Group**” means any group that filed or was required to file (or will file or be required to file) a Tax Return on an affiliated, consolidated, combined, unitary, fiscal unity or other group basis (including as permitted by Section 1501 of the Code) that includes at least one member of the RGHL Group and at least one member of the RCPI Group.

“**Combined Tax Return**” means a Tax Return filed (or to be filed) for a Combined Group.

“**Combined Tax Return (RGHI)**” means any Combined Tax Return that does not include any member of the RGHL Group that is not also a member of the RGHI Group.

“**Combined Tax Return (RGHL)**” means any Combined Tax Return that is not a Combined Tax Return (RGHI).

“**Company**” means RGHL, RGHI or RCPI (or the appropriate member of each of their respective Groups), as appropriate.

“**Consumer Business**” means the consumer business operated by the RCPI Group, including the Reynolds Cooking & Baking segment, the Hefty Waste & Storage segment, the Hefty Tableware segment and the Presto Products segment described in the Form S-1 Registration Statement filed by RCPI on [●].

“**Continuing Arrangements**” means the agreements listed on Schedule A.

“**Contribution**” means (i) the contribution by RGHI to RCPI of (A) 100% of the interests in Reynolds Europe Services LLC and (B) a portion of the intercompany receivable owed by RCPI to RGHI and (ii) and any assumption of liabilities by RCPI from RGHI in connection with such contributions.

“**Distribution Date**” means the date on which the First Distribution and Second Distribution are consummated.

“**Distribution Taxes**” means any Taxes incurred as a result of the failure of the Intended Tax-Free Treatment of the Pre-Distribution Transactions, the Contribution, the First Distribution or the Second Distribution.

“**Distributions**” means the First Distribution and the Second Distribution.

“**Due Date**” has the meaning set forth in Section 10(a).

“**Equity Interests**” means any stock or other securities treated as equity for Tax purposes, options, warrants, rights, convertible debt, or any other instrument or security that affords any Person the right, whether conditional or otherwise, to acquire stock or to be paid an amount determined by reference to the value of stock.

“**Escheat Payment**” means any payment required to be made to a Governmental Authority pursuant to an abandoned property, escheat or similar law.

“**Final Determination**” means (i) a decision, judgment, decree, or other order by any court of competent jurisdiction, which has become final, (ii) any final determination of liability in respect of a Tax that, under Applicable Law, is not subject to further appeal, review or modification through proceedings or otherwise, or (iii) the payment of any Tax by any member of the RGHL Group or any member of the RCPI Group, whichever is responsible for payment of such Tax under Applicable Law, with respect to any item disallowed or adjusted by a Taxing Authority; *provided*, that the provisions of Section 13 hereof have been complied with, or, if such section is inapplicable, that the Company responsible under this Agreement for such Tax is notified by the Company paying such Tax that it has determined that no action should be taken to recoup such disallowed item, and the other Company agrees with such determination.

“**First Distribution**” means the distribution by RGHI of all of the common stock of RCPI to its shareholder.

“**First Distribution Effective Time**” means the time when the First Distribution occurs.

“**Governmental Authority**” means any multinational, foreign, domestic, federal, territorial, state or local governmental authority, quasi-governmental authority, instrumentality, court, government or self-regulatory organization, commission, tribunal or organization or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing.

“**Group**” (i) with respect to RGHI, RGHI and its subsidiaries (other than RCPI and its subsidiaries), (ii) with respect to RGHL, RGHL and its subsidiaries (other than RCPI and its subsidiaries) and (iii) with respect to RCPI, RCPI and its subsidiaries.

“**Indemnifying Party**” means the party from which another party is entitled to seek indemnification pursuant to the provisions of Section 9.

“**Indemnitee**” means the party which is entitled to seek indemnification from another party pursuant to the provisions of Section 9.

“**Intended Tax-Free Treatment**” means the qualification of (i) the Contribution and the First Distribution, taken together (a) as a reorganization described in 368(a)(1)(D) of the Code by reason of Section 355, (b) as a transaction in which the stock distributed thereby is “qualified property” for purposes of Sections 355(c) and 361(c) of the Code and (c) as a transaction in

which RGHI, RCPI and the holder of RGHI Common Stock recognize no income or gain for U.S. federal income tax purposes pursuant to Sections 355, 361 and 1032 of the Code, other than, in the case of RGHI and RCPI, any intercompany items or excess loss accounts taken into account pursuant to the Treasury Regulations promulgated pursuant to Section 1502 of the Code, (ii) the Second Distribution (a) as a distribution described in Section 355(a) of the Code, (b) as a transaction in which the stock distributed thereby is “qualified property” for purposes of Section 355(c) of the Code and (c) as a transaction in which RGHL, RCPI and the holder of RGHL Common Stock recognize no income or gain for U.S. federal income tax purposes pursuant to Sections 355 of the Code and (iii) the transactions described on Schedule B as being free from Tax to the extent set forth therein.

“**IRS**” means the United States Internal Revenue Service.

“**Past Practices**” has the meaning set forth in Section 4(c)(i).

“**Person**” has the meaning set forth in Section 7701(a)(1) of the Code.

“**PFL**” means Packaging Finance Limited, a New Zealand limited company.

“**Post-Distribution Period**” means any Taxable period (or portion thereof) beginning after the Distribution Date.

“**Pre-Distribution Period**” means any Taxable period (or portion thereof) ending on or before the Distribution Date.

“**Pre-Distribution Transactions**” means the transactions (other than the Contribution) undertaken prior to the First Distribution but in connection with the Contribution and the Distributions and described in the Step Plans.

“**RCPI Carried Item**” means any Tax Attribute of the RCPI Group that may or must be carried from one Taxable period to another prior Taxable period, or carried from one Taxable period to another subsequent Taxable period, under the Code or other Applicable Law.

“**RCPI Common Stock**” means the common stock, par value \$0.001 per share, of RCPI.

“**RCPI Disqualifying Action**” means:

(a) any action (or the failure to take any action) by any member of the RCPI Group after the First Distribution Effective Time (including entering into any agreement, understanding or arrangement or any negotiations with respect to any transaction or series of transactions),

(b) any event (or series of events) after the First Distribution Effective Time involving the capital stock of RCPI or any assets of any member of the RCPI Group, and

(c) any breach by any member of the RCPI Group after the First Distribution Effective Time of any representation, warranty or covenant made by RCPI in this Agreement,

in each case, that would affect the Intended Tax-Free Treatment; *provided, however*, that the term “RCPI Disqualifying Action” shall not include (i) any action required to be taken pursuant to any Transaction Document (including the Registration Rights Agreement but excluding this Agreement) or that is undertaken pursuant to the Pre-Distribution Transactions, the Contribution, the First Distribution or the Second Distribution or (ii) an event described in clause (a) or (b) to the extent that no member of the RCPI Group takes any action to cause, facilitate or otherwise participate in such event and does not fail to take an available action that could have prevented such event.

“**RCPI**” has the meaning set forth in the preamble.

“**RCPI Separate Tax Return**” means any Tax Return (other than a Combined Tax Return) that is required to be filed by, or with respect to, any member of the RCPI Group.

“**RGHI**” has the meaning set forth in the preamble.

“**RGHI Separate Tax Return**” means any Tax Return (other than a Combined Tax Return) that is required to be filed by, or with respect to, solely members of the RGHI Group.

“**RGHL**” has the meaning set forth in the preamble.

“**RGHL Separate Tax Return**” means any Tax Return (other than a Combined Tax Return or an RGHI Separate Tax Return) that is required to be filed by, or with respect to, a member of the RGHL Group.

“**Second Distribution**” means the distribution by RGHL of all of the common stock of RCPI to its shareholder.

“**Section 482 Adjustment**” means any adjustment to taxable income under Section 482 of the Code and U.S. Treasury regulations thereunder.

“**Separate Tax Return**” means any (i) RGHI Separate Tax Return, (ii) RGHL Separate Tax Return or (iii) RCPI Separate Tax Return.

“**Tax**” (and the correlative meaning, “**Taxes**,” “**Taxing**” and “**Taxable**”) means (i) any tax, including any net income, gross income, gross receipts, recapture, alternative or add-on minimum, sales, use, business and occupation, value-added, trade, goods and services, ad valorem, franchise, profits, net wealth, license, business royalty, withholding, payroll, employment, capital, excise, transfer, recording, severance, stamp, occupation, premium, property, asset, real estate acquisition, environmental, custom duty, impost, obligation, assessment, levy, tariff or other tax, governmental fee or other like assessment or charge of any kind whatsoever (including, but not limited to, any Escheat Payment), together with any interest and any penalty, addition to tax or additional amount imposed by a Taxing Authority; or (ii) any liability of any member of the RGHL Group or the RCPI Group for the payment of any amounts described in clause (i) as a result of any express or implied obligation to indemnify any other Person.

“**Tax Arbiter**” has the meaning set forth in Section 16.

“**Tax Attribute**” means a net operating loss, net capital loss, unused investment credit, unused foreign tax credit, excess charitable contribution, unused general business credit, alternative minimum tax credit or any other Tax Item that could reduce a Tax liability.

“**Tax Benefit**” means any refund, credit, offset or other reduction in otherwise required Tax payments.

“**Tax Benefit Recipient**” has the meaning set forth in Section 7(c).

“**Tax Counsel**” means Davis Polk & Wardwell LLP.

“**Tax Item**” means any item of income, gain, loss, deduction, credit, recapture of credit or any other item that can increase or decrease Taxes paid or payable.

“**Tax Opinion**” means an opinion of Tax Counsel as to certain aspect of the Intended Tax Treatment.

“**Tax Proceeding**” means any Tax audit, dispute, examination, contest, litigation, arbitration, action, suits, claim, cause of action, review, inquiry, assessment, hearing, complaint, demand, investigation or proceeding (whether administrative, judicial or contractual).

“**Tax Representation Letters**” means the representations provided by each of (i) RGHL (on behalf of itself and the RGHL Group), (ii) RCPI (on behalf of itself and the RCPI Group) and (iii) Mr. Graeme Hart (on behalf of himself, PFL and any Affiliate of Mr. Graeme Hart or PFL) to Tax Counsel in connection with the rendering by Tax Counsel of the Tax Opinion.

“**Tax Return**” means any Tax return, statement, report, form, election, bill, certificate, claim or surrender (including estimated Tax returns and reports, extension requests and forms, and information returns and reports), or statement or other document or written information filed or required to be filed with any Taxing Authority, including any amendment thereof, appendix, schedule or attachment thereto.

“**Taxing Authority**” means any Governmental Authority (domestic or foreign), including, without limitation, any state, municipality, political subdivision or governmental agency, responsible for the imposition, assessment, administration, collection, enforcement or determination of any Tax.

“**Transaction Implementation Agreement**” has the meaning set forth in the recitals.

“**Transaction Documents**” means this Agreement, the Transaction Implementation Agreement (and documents referred to therein), Registration Rights Agreement, Stockholders Agreement and the Continuing Arrangements.

(b) Any term used in this Agreement which is not defined in this Agreement shall, to the extent the context requires, have the meaning assigned to it in the Code or the applicable Treasury Regulations thereunder (as interpreted in administrative pronouncements and judicial decisions) or in comparable provisions of Applicable Law.

Section 2. *Sole Tax Sharing Agreement.* Any and all existing Tax sharing agreements or arrangements, written or unwritten, between any member of the RGHL Group, on the one hand, and any member of the RCPI Group, on the other hand, if not previously terminated, shall be terminated as of the Distribution Date without any further action by the parties thereto. Following the Distribution Date, no member of the RCPI Group or the RGHL Group shall have any further rights or liabilities thereunder, this Agreement shall be the sole Tax sharing agreement between the members of the RCPI Group on the one hand, and the members of the RGHL Group, on the other hand; provided, however, that this Section 2 shall not apply to agreements entered into in the ordinary course of business the primary subject matter of which is not related to Taxes.

Section 3. *Allocation of Taxes.*

(a) *General Allocation Principles.* This Section 3 shall govern the allocation of taxes for purposes of Sections 4, 7 and 9 of this Agreement. Except as provided in Section 3(b) all Taxes shall be allocated as follows:

(i) *Allocation of Taxes Reflected on Combined Tax Returns.*

(A) Pre-Distribution Combined Taxes. RGHI shall be allocated all Taxes required to be reported on any Combined Tax Return (RGHI) for any Pre-Distribution Period. RGHL shall be allocated all Taxes required to be reported on any Combined Tax Return (RGHL) for any Pre-Distribution Period.

(B) Post-Distribution Combined Taxes.

(1) RGHI shall be allocated all Taxes reported, or required to be reported, on any Combined Tax Return (RGHI) for any Post-Distribution Period and RGHL shall be allocated all Taxes reported, or required to be reported, on any Combined Tax Return (RGHL) for any Post-Distribution Period, in each case other than those Taxes described in Section 3(a)(i)(B)(2) below.

(2) RCPI shall be allocated all Taxes reported, or required to be reported, on any Combined Tax Return that are attributable to the RCPI Group or the Consumer Business, as reasonably determined by RGHL on a pro forma RCPI Group consolidated return prepared (A) including only Tax Items of members of the RCPI Group that were included in the relevant Combined Tax Return, (B) except as provided in (D) hereof, using all elections, accounting methods and conventions used on the relevant Combined Tax Return for such period, (C) applying the highest statutory marginal corporate income Tax rate in effect for such period and (D) assuming that the RCPI Group elects not to carry back any net operating losses.

(ii) *Allocation of Taxes Reflected on Separate Tax Returns.*

(A) RGHI Separate Tax Returns. RGHI shall be allocated all Taxes reported, or required to be reported, on an RGHI Separate Tax Return.

(B) RGHL Separate Tax Returns. RGHL shall be allocated all Taxes reported, or required to be reported, on an RGHL Separate Tax Return.

(C) RCPI Separate Tax Returns. RGHI shall be allocated all Taxes reported, or required to be reported, on an RCPI Separate Tax Return for a Pre-Distribution Period. RCPI shall be allocated all Taxes reported, or required to be reported, on an RCPI Separate Tax Return for a Post-Distribution Period.

(iii) *Taxes Not Reported on Tax Returns.*

(A) RGHI Taxes. RGHI shall be allocated any Tax attributable to any member of the RGHI Group that is not required to be reported on a Tax Return.

(B) RGHL Taxes. RGHL shall be allocated any Tax attributable to any member of the RGHL Group (other than a member of the RGHI Group) that is not required to be reported on a Tax Return.

(C) RCPI Taxes. RCPI shall be allocated all Taxes for a Post-Distribution Period attributable to any member of the RCPI Group that is not required to be reported on a Tax Return. RGHI shall be allocated all Taxes for a Pre-Distribution Period attributable to any member of the RCPI Group that is not required to be reported on a Tax Return.

(b) *Distribution Taxes*. Notwithstanding any other provision in this Section 3, any Taxes for which RCPI is required to indemnify a member of the RGHL Group under Section 9(a)(iii) or (iv) shall be allocated to RCPI.

Section 4. *Preparation and Filing of Tax Returns.*

(a) *Responsibility for Preparing Returns.*

(i) *RGHL Prepared Returns*. The RGHL Group shall prepare, or cause to be prepared, all (i) Combined Tax Returns, (ii) RGHL Separate Tax Returns, (iii) RGHI Separate Tax Returns and (iv) RCPI Separate Tax Returns for Pre-Distribution Periods.

(ii) *RCPI Prepared Returns*. RCPI shall prepare, or cause to be prepared, all RCPI Separate Tax Returns for Post-Distribution Periods.

(b) *Cooperation.*

(i) *Determination of Responsible Party*. RGHL, in consultation with RCPI, shall determine (A) whether a Combined Tax Return is required to be filed under Applicable Law and (B) the Person required to file any Combined Tax Return or Separate Tax Return under Applicable Law. To the extent permitted by law, such determination shall be consistent with past practice.

(ii) *Provision of Information.* RCPI shall maintain (or cause to be maintained) all information relating to the RCPI Group necessary for RGHL to prepare (or cause to be prepared) any Tax Return that RGHL is responsible for preparing under Section 4(a)(i) and shall provide to RGHL all such information. RGHL shall maintain (or cause to be maintained) all information relating to the RGHL Group that is necessary for RCPI to prepare any Tax Return that RCPI is responsible for preparing under Section 4(a)(ii) and shall provide to RCPI all such information.

(iii) *Right to Review Certain Combined Tax Returns.* If a member of the RCPI Group is required under Applicable Law to file any Combined Tax Return, RGHL shall submit a draft of such Tax Return to RCPI reasonably in advance of the applicable filing deadline. RCPI shall have the right to review such Tax Return, and to submit to RGHL any reasonable changes to the portions of such Tax Return that relate to the RCPI Group or the Consumer Business promptly, and in no event later than five (5) days prior to the due date for the filing of such Tax Return. RGHL shall modify such portion of such Tax Return to include any reasonable comments, provided that RGHL shall consider RCPI's comments in good faith but shall not be required to accept any comments with respect to Combined Tax Returns that relate to a Pre-Distribution Period.

(c) *Special Rules Relating to the Preparation of Tax Returns.*

(i) *General Rule.* Except as provided in this Section 4(c)(i), any Combined Tax Return related to a Pre-Distribution Period shall be prepared (A) in accordance with past practices, accounting methods, elections or conventions ("**Past Practices**") with respect to such Tax Return, and (B) to the extent any items, methods or positions are not covered by Past Practices, in accordance with reasonable Tax accounting practices selected by RGHL.

(ii) *Consistency with Intended Tax-Free Treatment.* All Tax Returns that include any member of the RGHL Group or any member of the RCPI Group shall be prepared in a manner that is consistent with the Intended Tax-Free Treatment.

(iii) *RCPI Separate Tax Returns.* With respect to any RCPI Separate Tax Return for which RCPI is responsible pursuant to this Agreement, RCPI and the other members of the RCPI Group shall include such Tax Items in such RCPI Separate Tax Return in a manner that is consistent with the inclusion of such Tax Items in any related Tax Return for which RGHL is responsible to the extent such Tax Items are allocated in accordance with this Agreement.

(iv) *Election to File Combined Tax Returns.* RGHL shall have the sole discretion to cause any Combined Tax Return to be filed if the filing of such Tax Return is elective under Applicable Law. Each member of the relevant Combined Group shall execute and file all applicable consents, elections and other documents as may be required, appropriate or otherwise requested by RGHL in connection with the filing of such Combined Tax Returns.

(d) *Payment of Taxes.* Each of RGHL, RGHI and RCPI shall pay (or cause to be paid) to the proper Taxing Authority the Tax shown as due on any Tax Return which a member of its respective Group is required to file under Applicable Law. If any member of the RGHL Group or the RGHI Group is required to make a payment to a Taxing Authority for Taxes allocated to RCPI under Section 3, RCPI shall pay the amount of such Taxes to such member of the relevant Group in accordance with Section 9 and Section 10. If any member of the RCPI Group is required to make a payment to a Taxing Authority for Taxes allocated to RGHL or RGHI under Section 3, RGHL or RGHI (as the case may be) shall pay the amount of such Taxes to RCPI in accordance with Section 9 and Section 10.

Section 5. Apportionment of Earnings and Profits and Tax Attributes.

(a) Tax Attributes arising in a Pre-Distribution Period will be allocated to (and the benefits and burdens of such Tax Attributes will inure to) the members of the RGHL Group and the members of the RCPI Group in accordance with RGHI's (and, where applicable, RGHL's) historical practice (including historical methodologies for making corporate allocations), the Code, Treasury Regulations, and any applicable state, local and foreign law, as determined by RGHL in its sole discretion.

(b) RGHL shall in good faith advise RCPI as soon as reasonably practicable after the close of the relevant Taxable period in which the First Distribution occurs in writing of the portion, if any, of any earnings and profits, Tax Attributes, tax basis, overall foreign loss or other consolidated, combined or unitary attribute which RGHL determines shall be allocated or apportioned to the members of the RCPI Group under Applicable Law. All members of the RCPI Group shall prepare all Tax Returns in accordance with such written notice. In the event of an adjustment to the earnings and profits, any Tax Attributes, tax basis, overall foreign loss or other consolidated, combined or unitary attribute determined by RGHL, RGHL shall promptly notify RCPI in writing of such adjustment. For the avoidance of doubt, RGHL shall not be liable to any member of the RCPI Group for any failure of any determination under this Section 5(b) to be accurate under Applicable Law, provided such determination was made in good faith.

(c) Except as otherwise provided herein, to the extent that the amount of any earnings and profits, Tax Attributes, tax basis, overall foreign loss or other consolidated, combined or unitary attribute allocated to members of the RGHL Group or the RCPI Group pursuant to Section 5(b) is later reduced or increased by a Taxing Authority or as a result of a Tax Proceeding, such reduction or increase shall be allocated to the Company to which such earnings and profits, Tax Attributes, tax basis, overall foreign loss or other consolidated, combined or unitary attribute was allocated pursuant to this Section 5, as determined by RGHL in good faith.

Section 6. Utilization of Tax Attributes.

(a) *Amended Returns.* Any amended Tax Return or claim for a refund with respect to any member of the RCPI Group may be made (i) by RCPI if for a Post-Distribution Period and (ii) by RGHL if for a Pre-Distribution Period.

(b) *RGHL Discretion.* RGHL shall be entitled to determine in its sole discretion whether to (x) file or to cause to be filed any claim for a refund or adjustment of Taxes with respect to any Combined Tax Return in order to claim in any Pre-Distribution Period any RCPI Carried Item, (y) make or cause to be made any available elections to waive the right to claim in any Pre-Distribution Period, with respect to any Combined Tax Return, any RCPI Carried Item, and (z) make or cause to be made any affirmative election to claim in any Pre-Distribution Period any RCPI Carried Item. Subject to Section 6(c), RCPI shall submit a written request to RGHL in order to seek RGHL's consent with respect to any of the actions described in this Section 6(b).

(c) *RCPI Carrybacks to Combined Tax Returns.*

(i) Each member of the RCPI Group shall elect, to the extent permitted by Applicable Law, to forgo the right to carry back any RCPI Carried Item from a Post-Distribution Period to any Combined Tax Return in respect of a Pre-Distribution Period, except to the extent that (i) a member of the RCPI Group determines that it is required by Applicable Law to carry back an RCPI Carried Item to a Tax Return in respect of a Pre-Distribution Period, in which case it shall notify RGHL in writing of such determination at least 90 days prior to filing the Tax Return on which such carryback will be reflected or (ii) RGHL consents to such carryback. If RGHL disagrees with any determination made by a member of the RCPI Group in respect of clause (i) of the preceding sentence, the parties shall resolve their disagreement pursuant to the procedures set forth in Section 16. RGHL shall consider in good faith any request by RCPI to carry back an RCPI Carried Item; *provided*, that RGHL shall have no obligation to consent to any carryback that would reasonably be expected to result in a Tax refund to the RCPI Group that does not exceed \$500,000. If the RGHL Group (or any member thereof) receives (or realizes) a refund as a result of such a carryback, the applicable member of the RGHL Group shall remit the amount of such refund to RCPI in accordance with Section 7.

(d) *Carryforwards to Separate Tax Returns.* If a portion or all of any Tax Attribute is allocated to a member of a Combined Group pursuant to Section 5, and is carried forward or back to an RCPI Separate Tax Return, any Tax Benefits arising from such carryforward shall be retained by the RCPI Group. If a portion or all of any Tax Attribute is allocated to a member of a Combined Group pursuant to Section 5, and is carried forward or back to an RGHL Separate Tax Return, any Tax Benefits arising from such carryforward or carryback shall be retained by the RGHL Group.

Section 7. *Tax Benefits.*

(a) *RGHL Group Tax Benefits.* The RGHL Group shall be entitled to any Tax Benefits (including, in the case of any refund received, any interest thereon actually received) received by any member of the RGHL Group or any member of the RCPI Group, other than any Tax Benefits (or any amounts in respect of Tax Benefits) to which RCPI is entitled pursuant to Section 7(b). RCPI shall not be entitled to any Tax Benefits received by any member of the RGHL Group or the RCPI Group, except as set forth in Section 7(b).

(b) *RCPI Tax Benefits.* RCPI shall be entitled to any Tax Benefits (including, in the case of any refund received, any interest thereon actually received) received by any member of the RGHL Group or any member of the RCPI Group after the Distribution Date with respect to any Tax allocated to a member of the RCPI Group under this Agreement (including, for the avoidance of doubt, any amounts allocated to RCPI pursuant to Section 3(b)).

(c) A Company receiving (or realizing) a Tax Benefit to which another Company is entitled hereunder (a “**Tax Benefit Recipient**”) shall pay over the amount of such Tax Benefit (including interest received from the relevant Taxing Authority, but net of any Taxes imposed with respect to such Tax Benefit and any other reasonable costs) within thirty (30) days of receipt thereof (or from the due date for payment of any Tax reduced thereby); *provided, however,* that the other Company, upon the request of such Tax Benefit Recipient, shall repay the amount paid to the other Company (plus any penalties, interest or other charges imposed by the relevant Taxing Authority) in the event that, as a result of a subsequent Final Determination, a Tax Benefit that gave rise to such payment is subsequently disallowed.

Section 8. *Certain Representations and Covenants.*

(a) *Representations.*

(i) RCPI represents to RGHI and RGHL that as of the Distribution Date, there is no plan or intention for RCPI or any member of the RCPI Group:

(A) to liquidate, merge or otherwise terminate RCPI or to merge or consolidate any member of the RCPI Group with any other Person subsequent to the Distributions, except for any transaction that is solely among members of the RCPI Group;

(B) to sell, transfer, convey or otherwise dispose of any material asset of any member of the RCPI Group, except in the ordinary course of business;

(C) to take or fail to take any action in a manner that is inconsistent with the written information and representations furnished by RCPI to Tax Counsel in connection with the Tax Representation Letters or Tax Opinion;

(D) to repurchase stock of RCPI;

(E) to take or fail to take any action in a manner that management of RCPI knows, or should know, is reasonably likely to contravene any agreement with a Taxing Authority entered into prior to the Distribution Date to which any member of the RCPI Group is a party; or

(F) to enter into any negotiations, agreements, or arrangements with respect to transactions or events (including stock issuances, pursuant to the exercise of options or otherwise, option grants, the adoption of, or authorization of shares under, a stock option plan, capital contributions, or acquisitions, but not including the Distributions) that could reasonably be expected to cause either of the Distributions to be treated as part of a plan (within the meaning of Section 355(e) of the Code) pursuant to which one or more Persons acquire directly or indirectly RCPI stock representing a 50% or greater interest within the meaning of Section 355(d)(4) of the Code.

(b) *Covenants.*

(i) RCPI shall not, and shall not permit any other member of the RCPI Group to, take or fail to take any action that constitutes an RCPI Disqualifying Action.

(ii) RCPI shall not, and shall not permit any other member of the RCPI Group to, take or fail to take any action that is inconsistent with the information and representations furnished by RCPI to Tax Counsel in connection with the Tax Representation Letters or Tax Opinion;

(iii) RCPI shall not, and shall not permit any other member of the RCPI Group to, take or fail to take any action that management of RCPI knows, or should know, is reasonably likely to contravene any agreement with a Taxing Authority entered into prior to the Distribution Date to which any member of the RCPI Group or the RGHL Group is a party;

(iv) For the one-year period following the Distribution Date, RCPI shall not, and shall not permit (I) any other member of the RCPI Group, (II) any officer or director of a member of the RCPI Group, or (III) any person with the implicit or explicit permission of RCPI or any person described in clauses (I) or (II), to enter into any discussions or other communications with any underwriter or investment bank relating to any secondary offering of shares of RCPI.

(v) During the two-year period following the Distribution Date:

(A) RCPI shall (I) continue, independently and with its separate employees, the active conduct of the Consumer Business for purposes of Section 355(b)(2) of the Code and (II) not engage in any transaction that would result in it ceasing to be a company engaged in the Consumer Business for purposes of Section 355(b)(2) of the Code, taking into account Section 355(b)(3) of the Code for purposes of each of clauses (I) and (II);

(B) RCPI shall not repurchase stock of RCPI in a manner contrary to the requirements of Section 4.05(1)(b) of IRS Revenue Procedure 96-30 (as in effect prior to the amendment of such Revenue Procedure by IRS Revenue Procedure 2003-48) or inconsistent with any representations made by RCPI to Tax Counsel in connection with the Tax Representation Letters;

(C) RCPI shall not, and shall not agree to, merge, consolidate, amalgamate or otherwise participate in an acquisition transaction with any other Person (other than a merger in which RCPI is the surviving entity and in connection with which no Equity Interest is issued by any Person);

(D) RCPI shall not, and shall not permit any other member of the RCPI Group to, or to agree to, sell or otherwise issue to any Person any Equity Interests of RCPI or of any other member of the RCPI Group (other than sales or issuances of Equity Interests of a member of the RCPI Group (other than RCPI) to another member of the RCPI Group); *provided, however*, that (I) RCPI may issue its common stock in a public offering as described under Section 8(c)(i) below and (II) RCPI may issue Equity Interests to the extent such issuances satisfy Safe Harbor VIII (relating to acquisitions in connection with a person's performance of services) or Safe Harbor IX (relating to acquisitions by a retirement plan of an employer) of Treasury Regulations Section 1.355-7(d);

(E) RCPI shall not, and shall not permit any other member of the RCPI Group to (I) solicit any Person to make a tender offer for, or otherwise acquire or sell, the Equity Interests of RCPI, (II) participate in or support any unsolicited tender offer for, or other acquisition, issuance or disposition of, the Equity Interests of RCPI, or (III) approve or otherwise permit any proposed business combination or any acquisition of RCPI;

(F) RCPI shall not, and shall not permit any other member of the RCPI Group to, amend its certificate of incorporation (or other organizational documents), or take any other action, whether through a stockholder vote or otherwise, affecting the voting rights of the Equity Interests of RCPI (including, without limitation, through the conversion of one class of Equity Interests of RCPI into another class of Equity Interests of RCPI).

(vi) RCPI shall not take or fail to take, or permit any other member of the RCPI Group to take or fail to take, any action which prevents or could reasonably be expected to result in Tax treatment that is inconsistent with the Intended Tax-Free Treatment.

(c) *RCPI Covenants Exceptions*. Notwithstanding the provisions of Section 8(b), RCPI and the other members of the RCPI Group may:

(i) effect an issuance of shares of RCPI common stock by RCPI in one or more primary public offerings not to exceed, in the aggregate, 45% of the then-outstanding stock of RCPI;

(ii) pay cash to acquire assets in arm's length transactions, engage in transactions that are disregarded for U.S. federal tax purposes, and make mandatory or optional repayments or prepayments of indebtedness;

(iii) take any action required under the Transaction Documents; and

(iv) in the case of any other action that would reasonably be expected to be inconsistent with the covenants contained in Section 8(b), if either:

(A) RCPI notifies RGHL of its proposal to take such action and RCPI and RGHL obtain a ruling from the IRS to the effect that such action will not affect the Intended Tax-Free Treatment; provided, that RCPI agrees in writing to bear any expenses associated with obtaining such a ruling and; provided, further, that the RCPI Group shall not be relieved of any liability under Section 9(a) of this Agreement by reason of seeking or having obtained such a ruling; or

(B) RCPI notifies RGHL of its proposal to take such action and obtains an opinion of counsel (A) from a Tax advisor recognized as an expert in federal income Tax matters and acceptable to RGHL in its sole discretion, (B) on which RGHL may rely and (C) to the effect that such action "should" not affect the Intended Tax-Free Treatment, unless RCPI obtains the prior written consent of RGHL waiving the requirement that RCPI obtain such tax opinion, such waiver to be provided in RGHL's sole and absolute discretion; provided, that the RCPI Group shall not be relieved of any liability under Section 9(a) of this Agreement by reason of having obtained such an opinion or receiving such RGHL consent.

Section 9. *Indemnities.*

(a) *RCPI Indemnity to RGHL Group.* RCPI will indemnify each member of the RGHL Group against, and hold them harmless, without duplication, from:

(i) any Taxes allocated to the RCPI Group pursuant to Section 3;

(ii) any Taxes imposed on a member of the RGHL Group as a result of the deemed income inclusion from a Section 482 Adjustment relating to the payment terms of the Continuing Arrangements;

(iii) any Taxes (including Distribution Taxes) attributable to a breach, after the Distribution Effective Time, by RCPI or any other member of the RCPI Group of any representation or covenant contained in this Agreement;

(iv) any Taxes (including Distribution Taxes) attributable to an RCPI Disqualifying Action (including Distribution Taxes) resulting from any action for which the conditions set forth in Section 8(c)(iv) are satisfied; and

(v) all liabilities, costs, expenses (including, without limitation, reasonable expenses of investigation and attorneys' fees and expenses), losses, damages, assessments, settlements or judgments arising out of or incident to the imposition, assessment or assertion of any Tax liability or damage described in (i), (ii), (iii), or (iv) including those incurred in the contest in good faith in appropriate proceedings relating to the imposition, assessment or assertion of any such Tax, liability or damage.

(b) *RGHL and RGHI Indemnities to RCPI Group.*

(i) Except in the case of any liabilities described in Section 9(a) or Section 9(b)(ii), RGHL will indemnify each member of the RCPI Group against, and hold them harmless, without duplication, from:

(A) any Taxes allocated to the RGHL Group pursuant to Section 3; and

(B) all liabilities, costs, expenses (including, without limitation, reasonable expenses of investigation and attorneys' fees and expenses), losses, damages, assessments, settlements or judgments arising out of or incident to the imposition, assessment or assertion of any Tax liability or damage described in (A), including those incurred in the contest in good faith in appropriate proceedings relating to the imposition, assessment or assertion of any such Tax, liability or damage;

(ii) Except in the case of any liabilities described in Section 9(a), RGHI will indemnify each member of the RCPI Group against, and hold them harmless, without duplication, from:

(A) any Taxes allocated to the RGHI Group pursuant to Section 3; and

(B) any Taxes imposed on a member of the RCPI Group as a result of the deemed income inclusion from a Section 482 Adjustment relating to the payment terms of the Continuing Arrangements;

(C) all liabilities, costs, expenses (including, without limitation, reasonable expenses of investigation and attorneys' fees and expenses), losses, damages, assessments, settlements or judgments arising out of or incident to the imposition, assessment or assertion of any Tax liability or damage described in (A) or (B), including those incurred in the contest in good faith in appropriate proceedings relating to the imposition, assessment or assertion of any such Tax, liability or damage.

(c) *Discharge of Indemnity.* RCPI, RGHL, RGHI and the members of their respective Groups shall discharge their obligations under Section 9(a) or Section 9(b) hereof, respectively, by paying the relevant amount in accordance with Section 10, within five Business Days of demand therefor or, to the extent such amount is required to be paid to a Taxing Authority prior to the expiration of such five Business Days, at least two Business Days prior to the date by which the demanding party is required to pay the related Tax liability. Any such demand shall include a statement showing the amount due under Section 9(a) or Section 9(b), as the case may be. Notwithstanding the foregoing, if any member of the RCPI Group or any member of the RGHL Group disputes in good faith the fact or the amount of its obligation under Section 9(a) or Section 9(b), then no payment of the amount in dispute shall be required until any such good faith dispute is resolved in accordance with Section 16 hereof; *provided, however*, that any amount not paid within five Business Days of demand therefor shall bear interest as provided in Section 10.

(d) *Tax Benefits.* If an indemnification obligation of any Indemnifying Party under this Section 9 arises in respect of an adjustment that makes allowable to an Indemnitee any Tax Benefit which would not, but for such adjustment, be allowable, then any such indemnification obligation shall be an amount equal to (i) the amount otherwise due but for this Section 9(d), minus (ii) the reduction in actual cash Taxes payable by the Indemnitee in the taxable year such indemnification obligation arises, determined on a “with and without” basis.

Section 10. *Payments.*

(a) *Timing.* All payments to be made under this Agreement (excluding, for the avoidance of doubt, any payments to a Taxing Authority described herein) shall be made in immediately available funds. Except as otherwise provided, all such payments will be due five Business Days after the receipt of notice of such payment or, where no notice is required, five Business Days after the fixing of liability or the resolution of a dispute (the “**Due Date**”). Payments shall be deemed made when received. Any payment that is not made on or before the Due Date shall bear interest at the rate equal to the “prime” rate as published on such Due Date in the Wall Street Journal, Eastern Edition, for the period from and including the date immediately following the Due Date through and including the date of payment.

(b) *Payors and Payees.* With respect to any payment required to be made under this Agreement, (i) if such payment is required to be made by a member of the RCPI Group, such payment shall be made to RGHI (or a member of the RGHI Group designated, by written notice to RCPI, by RGHI) and (ii) if such payment is required to be made by a member of the RGHL Group, RGHL shall have the right to designate, by written notice to RCPI, which member of the RGHL Group will make such payment.

(c) *Treatment of Payments.* To the extent permitted by Applicable Law,

(i) any payment made by RCPI or any member of the RCPI Group to RGHI or any member of the RGHI Group pursuant to this Agreement (other than in respect of Taxes allocated to RGHI in respect of a Post-Distribution Period) shall be treated by the parties hereto for all Tax purposes as a distribution by RCPI to RGHI, immediately prior to the First Distribution;

(ii) any payment made by RGHI or any member of the RGHI Group to RCPI or any member of the RCPI Group pursuant to this Agreement (other than in respect of Taxes allocated to RGHI in respect of a Post-Distribution Period) or the Transaction Implementation Agreement shall be treated by the parties hereto for all Tax purposes as a capital contribution from RGHI to RCPI, immediately prior to the First Distribution;

(iii) any payment made by RGHL or any member of the RGHL Group (other than any member of the RGHI Group) to RCPI or any member of the RCPI Group pursuant to this Agreement (other than in respect of Taxes allocated to RGHL in respect of a Post-Distribution Period) shall be treated by the parties hereto for all Tax purposes as a contribution by RGHL to RCPI immediately prior to the Second Distribution;

(iv) notwithstanding the forgoing, any payment made pursuant to Section [3] of the Transaction Implementation Agreement shall instead be treated as if the party required to make a payment of received amounts had received such amounts as agent for the other party; and

(v) in the event that a Taxing Authority asserts that a party's treatment of a payment described in this Section 10(b) should be other than as required herein, such party shall use its reasonable best efforts to contest such assertion in a manner consistent with Section 13 of this Agreement.

(d) *No Duplicative Payment.* It is intended that the provisions of this Agreement shall not result in a duplicative payment of any amount required to be paid under the Transaction Implementation Agreement or any other Transaction Document, and this Agreement shall be construed accordingly.

Section 11. *Actions by the Group.* RGHL or RCPI, as the case may be, shall cause each member of the RGHL Group or the RCPI Group, respectively, to perform the obligations required under this Agreement.

Section 12. *Communication and Cooperation.*

(a) *Consult and Cooperate.* RGHL and RCPI shall consult and cooperate (and shall cause each other member of their respective Groups to consult and cooperate) fully at such time and to the extent reasonably requested by the other party in connection with all matters subject to this Agreement. Such cooperation shall include, without limitation:

(i) the retention, and provision on reasonable request, of any and all information including all books, records, documentation or other information pertaining to Tax matters relating to the RCPI Group (or, in the case of any Tax Return of the RGHL Group, the portion of such return that relates to Taxes for which the RCPI Group may be liable pursuant to this Agreement), any necessary explanations of information, and access to personnel, until one year after the expiration of the applicable statute of limitation (giving effect to any extension, waiver or mitigation thereof);

(ii) the execution of any document that may be necessary (including to give effect to Section 13) or helpful in connection with any required Tax Return or in connection with any audit, proceeding, suit or action; and

(iii) the use of the parties' commercially reasonable efforts to obtain any documentation from a Governmental Authority or a third party that may be necessary or helpful in connection with the foregoing.

(b) *Provide Information.* Except as set forth in Section 13, RGHL and RCPI shall keep each other reasonably informed with respect to any material development relating to the matters subject to this Agreement.

(c) *Tax Attribute Matters.* RGHL and RCPI shall promptly advise each other with respect to any proposed Tax adjustments that are the subject of an audit or investigation, or are the subject of any proceeding or litigation, and that may affect any Tax liability or any Tax Attribute (including, but not limited to, basis in an asset or the amount of earnings and profits) of any member of the RCPI Group or any member of the RGHL Group, respectively.

(d) *Confidentiality and Privileged Information.* Any information or documents provided under this Agreement shall be kept confidential by the party receiving the information or documents, except as may otherwise be necessary in connection with the filing of required Tax Returns or in connection with any audit, proceeding, suit or action. Without limiting the foregoing (and notwithstanding any other provision of this Agreement or any other agreement), (i) no member of the RGHL Group or RCPI Group, respectively, shall be required to provide any member of the RCPI Group or RGHL Group, respectively, or any other Person access to or copies of any information or procedures other than information or procedures that relate solely to RCPI, the business or assets of any member of the RCPI Group, or matters for which RCPI or RGHL Group, respectively, has an obligation to indemnify under this Agreement, and (ii) in no event shall any member of the RGHL Group or the RCPI Group, respectively, be required to provide any member of the RCPI Group or RGHL Group, respectively, or any other Person access to or copies of any information if such action could reasonably be expected to result in the waiver of any privilege. Notwithstanding the foregoing, in the event that RGHL or RCPI, respectively, determines that the provision of any information to any member of the RCPI Group or RGHL Group, respectively, could be commercially detrimental or violate any law or agreement to which RGHL or RCPI, respectively, is bound, RGHL or RCPI, respectively, shall not be required to comply with the foregoing terms of this Section 12(d) except to the extent that it is able, using commercially reasonable efforts, to do so while avoiding such harm or consequence (and shall promptly provide notice to RGHL or RCPI, to the extent such access to or copies of any information is provided to a Person other than a member of the RGHL Group or RCPI Group (as applicable)).

Section 13. *Audits and Contest.*

(a) *Notice.* Each of RGHL or RCPI shall promptly notify the other in writing upon the receipt of any notice of Tax Proceeding from the relevant Taxing Authority that may affect the liability of any member of the RCPI Group or the RGHL Group, respectively, for Taxes under Applicable Law or this Agreement; *provided*, that a party's right to indemnification under this Agreement shall not be limited in any way by a failure to so notify, except to the extent that the indemnifying party is prejudiced by such failure

(b) *Control.* In the case of any Tax Proceeding with respect to a Tax Return other than a Combined Tax Return, the Party having the liability for the Tax pursuant to Section 3 hereof shall have the sole responsibility and right to control the prosecution of such Tax Proceeding, including the exclusive right to communicate with agents of the applicable Taxing Authority and to control, resolve, settle, or agree to any deficiency, claim, or adjustment proposed, asserted, or assessed in connection with or as a result of such Tax Proceeding. Notwithstanding anything in this Agreement to the contrary but subject to Section 13(d), RGHL shall have the right to control all matters relating to any Tax Return, or any Tax Proceeding, with respect to any Tax matters of a Combined Group or any member of a Combined Group (as such). RGHL shall have absolute

discretion with respect to any decisions to be made, or the nature of any action to be taken, with respect to any Tax matter described in the preceding sentence; *provided, however*, that to the extent that any Tax Proceeding relating to such a Tax matter is reasonably likely to give rise to an indemnity obligation of RCPI under Section 9 hereof, (i) RGHL shall keep RCPI informed of all material developments and events relating to any such Tax Proceeding described in this proviso and (ii) at its own cost and expense, RCPI shall have the right to participate in (but not to control) the defense of any such Tax Proceeding.

(c) *RCPI Assumption of Control; Non-Distribution Taxes.* If RGHL determines that the resolution of any matter pursuant to a Tax Proceeding (other than a Tax Proceeding relating to Distribution Taxes) is reasonably likely to have an adverse effect on the RCPI Group with respect to any Post-Distribution Period, RGHL, in its sole discretion, may permit RCPI to elect to assume control over the disposition of such matter at RCPI's sole cost and expense; *provided, however*, that if RCPI so elects, it will (i) be responsible for the payment of any liability arising from the disposition of such matter notwithstanding any other provision of this Agreement to the contrary and (ii) indemnify each member of the RGHL Group for any increase in a liability and any reduction of a Tax asset of such member of the RGHL Group arising from such matter.

(d) *RCPI Participation; Distribution Taxes.* RGHL shall have the right to control any Tax Proceeding relating to Distribution Taxes; *provided*, that RGHL shall keep RCPI fully informed of all material developments and shall permit RCPI (at its own cost and expense) a reasonable opportunity to participate in (but not to control) the defense of the matter.

Section 14. *Costs and Expenses.* Except as expressly set forth in this Agreement, each party shall bear its own costs and expenses incurred pursuant to this Agreement. For purposes of this Agreement, costs and expenses shall include, but not be limited to, reasonable attorneys' fees, accountants' fees and other related professional fees and disbursements. For the avoidance of doubt, unless otherwise specifically provided in the Transaction Documents, all liabilities, costs and expenses incurred in connection with this Agreement by or on behalf of RCPI or any member of the RCPI Group in any Pre-Distribution Period shall be the responsibility of RGHI and shall be assumed in full by RGHI.

Section 15. *Effectiveness; Termination and Survival.* Except as expressly set forth in this Agreement, as between RGHI and RCPI, this Agreement shall become effective upon the consummation of the First Distribution, and as between RGHL and RCPI, this Agreement shall become effective upon the consummation of the Second Distribution. All rights and obligations arising hereunder shall survive until they are fully effectuated or performed; *provided* that, notwithstanding anything in this Agreement to the contrary, this Agreement shall remain in effect and its provisions shall survive for one year after the full period of all applicable statutes of limitation (giving effect to any extension, waiver or mitigation thereof) and, with respect to any claim hereunder initiated prior to the end of such period, until such claim has been satisfied or otherwise resolved.

Section 16. *Dispute Resolution.* In the event of any dispute relating to this Agreement, the parties shall work together in good faith to resolve such dispute within 30 days. In the event that such dispute is not resolved, upon written notice by a party after such 30-day period, the matter shall be referred to a U.S. Tax counsel or other Tax advisor of recognized national standing (the “**Tax Arbiter**”) that will be jointly chosen by the disputing parties; *provided, however,* that, if such parties do not agree on the selection of the Tax Arbiter after five (5) days of good faith negotiation, the Tax Arbiter shall consist of a panel of three U.S. Tax counsel or other Tax advisor of recognized national standing with one member chosen by RGHL, one member chosen by RCPI, and a third member chosen by mutual agreement of the other members within the following ten (10)-day period. Each decision of a panel Tax Arbiter shall be made by majority vote of the members. The Tax Arbiter may, in its discretion, obtain the services of any third party necessary to assist it in resolving the dispute. The Tax Arbiter shall furnish written notice to the parties to the dispute of its resolution of the dispute as soon as practicable, but in any event no later than ninety (90) days after acceptance of the matter for resolution. Any such resolution by the Tax Arbiter shall be binding on the parties, and the parties shall take, or cause to be taken, any action necessary to implement such resolution. All fees and expenses of the Tax Arbiter shall be shared equally by the parties to the dispute.

Section 17. *Authorization, Etc.* Each of the parties hereto hereby represents and warrants that it has the power and authority to execute, deliver and perform this Agreement, that this Agreement has been duly authorized by all necessary corporate action on the part of such party, that this Agreement constitutes a legal, valid and binding obligation of each such party, and that the execution, delivery and performance of this Agreement by such party does not contravene or conflict with any provision or law or of its charter or bylaws or any agreement, instrument or order binding on such party.

Section 18. *Change in Tax Law.* Any reference to a provision of the Code, Treasury Regulations or any other Applicable Law shall include a reference to any applicable successor provision of the Code, Treasury Regulations or other Applicable Law.

Section 19. *Principles.* This Agreement is intended to calculate and allocate certain Tax liabilities of the members of the RCPI Group and the members of the RGHL Group to RCPI and RGHL (and their respective Groups), and any situation or circumstance concerning such calculation and allocation that is not specifically contemplated by this Agreement shall be dealt with in a manner consistent with the underlying principles of calculation and allocation in this Agreement.

Section 20. *Governing Law.* This Agreement, and any claim, suit, action or proceeding in any way arising out of or relating to this Agreement, the negotiation, execution or performance of this Agreement, or the transactions contemplated hereby (whether in law or in equity, and whether in contract or in tort or otherwise), shall be governed by and enforced pursuant to the laws of the State of Delaware.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the day and year first written above.

REYNOLDS GROUP HOLDINGS LIMITED

By: _____
Name:
Title:

REYNOLDS GROUP HOLDINGS INC.

By: _____
Name:
Title:

REYNOLDS CONSUMER PRODUCTS INC.

By: _____
Name:
Title:

[SIGNATURE PAGE TO TAX MATTERS AGREEMENT]

REGISTRATION RIGHTS AGREEMENT

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REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT, dated as of [] (this “**Agreement**”), is by and between Reynolds Consumer Products Inc., a Delaware corporation (the “**Company**”) and Packaging Finance Limited, a company incorporated pursuant to the laws of New Zealand (“**PFL**”).

WITNESSETH:

WHEREAS, the Company is currently contemplating an underwritten initial public offering (“**IPO**”) of its Common Stock (as defined below); and

WHEREAS, the Company desires to grant registration rights to PFL on the terms and conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.01. *Defined Terms.* As used in this Agreement, the following terms shall have the following meanings:

“**Action**” means any demand, action, suit, countersuit, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority or any federal, state, local, foreign or international arbitration or mediation tribunal.

“**Affiliate**” in respect of a Person, means any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person, and (i) in the case of a natural person, shall include, without limitation, such person’s spouse, parents, children, siblings, mother-in-law and father-in-law and brothers and sisters-in-law, whether by blood, marriage or adoption or anyone residing in such person’s home, a trust for the benefit of any of the foregoing, a company, partnership or any natural person or entity wholly or jointly owned by any of the foregoing, and (ii) in the case of an entity, shall include a partnership, a corporation or any natural person or entity which directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. As used herein, “**control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities or other interests, by contract or otherwise.

“**Agreement**” has the meaning set forth in the preamble to this Agreement.

“**Business Day**” means any day other than a Saturday, Sunday or a day on which banking institutions are authorized or obligated by law to be closed in New York, New York.

“**Common Stock**” means the common shares, par value \$0.001 per share, of the Company and any shares into which such common stock may be converted.

“**Company Notice**” has the meaning set forth in Section 2.01(a).

“**Company Takedown Notice**” has the meaning set forth in Section 2.01(f).

“**Demand Registration**” has the meaning set forth in Section 2.01(a).

“**Eligible Holders**” has the meaning set forth in Section 2.01(a).

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

“**FINRA**” means the Financial Industry Regulatory Authority.

“**Governmental Authority**” means any nation or government, any state, municipality or other political subdivision thereof, and any entity, body, agency, commission, department, board, bureau, court, tribunal or other instrumentality, whether federal, state, local, domestic, foreign or multinational, exercising executive, legislative, judicial, regulatory, administrative or other similar functions of, or pertaining to, government and any executive official thereof.

“**Holder**” shall mean PFL or any of its Affiliates, so long as such Person holds any Registrable Securities, and any Person owning Registrable Securities who is a permitted transferee of rights under Section 3.03.

“**Initiating Holder**” has the meaning set forth in Section 2.01(a).

“**IPO**” has the meaning set forth in the recitals to this Agreement.

“**Loss**” or “**Losses**” has the meaning set forth in Section 2.08(a).

“**Person**” means an individual, a general or limited partnership, a corporation, a trust, a joint venture, an unincorporated organization, a limited liability entity, any other entity and any Governmental Authority.

“**Piggyback Registration**” has the meaning set forth in Section 2.02(a).

“**Prospectus**” means the prospectus included in any Registration Statement, all amendments and supplements to such prospectus, including post-effective amendments, and all other material incorporated by reference in such prospectus.

“**Registrable Securities**” means any Shares and any securities issued or issuable directly or indirectly with respect to, in exchange for, upon the conversion of or in replacement of the Shares, whether by way of a dividend or distribution or stock split or in connection with a combination of shares, recapitalization, merger, consolidation, exchange or other reorganization; *provided* that any such Shares shall cease to be Registrable Securities if (i) they have been registered and sold pursuant to an effective Registration Statement, (ii) they have been transferred by a Holder in a transaction in which the Holder’s rights under this Agreement are not, or cannot be, assigned, (iii) they may be sold pursuant to Rule 144 under the Securities Act without limitation thereunder on volume or manner of sale and the Holder of such securities does not then beneficially own more than 2% of outstanding Common Stock, or (iv) they have ceased to be outstanding.

“**Registration**” means a registration with the SEC of the offer and sale to the public of Common Stock under a Registration Statement. The terms “**Register,**” “**Registered**” and “**Registering**” shall have a correlative meaning.

“**Registration Expenses**” shall mean all expenses incident to the Company’s performance of or compliance with this Agreement, including all (i) registration, qualification and filing fees; (ii) expenses incurred in connection with the preparation, printing and filing under the Securities Act of the Registration Statement, any Prospectus and any issuer free writing prospectus and the distribution thereof; (iii) the fees and expenses of the Company’s counsel and independent accountants; (iv) the fees and expenses incurred in connection with the registration or qualification and determination of eligibility for investment of the Shares under the state or foreign securities or blue sky laws and the preparation, printing and distribution of a blue sky or legal investment memorandum (including the related fees and expenses of counsel); (v) the costs and charges of any transfer agent and any registrar; (vi) all expenses and application fees incurred in connection with any filing with, and clearance of an offering by, FINRA; (vii) expenses incurred in connection with any “**road show**” presentation to potential investors; (viii) printing expenses, messenger,

telephone and delivery expenses; (ix) internal expenses of the Company (including all salaries and expenses of employees of the Company performing legal or accounting duties); and (x) fees and expenses of listing any Registrable Securities on any securities exchange on which Common Stock are then listed; but excluding any Selling Expenses.

“**Registration Period**” has the meaning set forth in Section 2.01(c).

“**Registration Rights**” shall mean the rights of the Holders to cause the Company to Register Registrable Securities pursuant to this Agreement.

“**Registration Statement**” means any registration statement of the Company filed with, or to be filed with, the SEC under the rules and regulations promulgated under the Securities Act, including the related Prospectus, amendments and supplements to such registration statement, including post-effective amendments, and all exhibits and all material incorporated by reference in such registration statement.

“**PFL**” has the meaning set forth in the recitals to this Agreement and shall include its successors by merger, acquisition, reorganization or otherwise.

“**SEC**” means the U.S. Securities and Exchange Commission.

“**Securities Act**” means the U.S. Securities Act of 1933, as amended.

“**Selling Expenses**” means all underwriting discounts, selling commissions and transfer taxes applicable to the sale of Registrable Securities hereunder.

“**Shares**” means all shares of Common Stock that are beneficially owned by PFL or, any of its Affiliates or any permitted transferee of rights under Section 3.03 from time to time, whether or not held immediately following the IPO.

“**Shelf Registration**” means a Registration Statement of the Company for an offering to be made on a delayed or continuous basis of Common Stock pursuant to Rule 415 under the Securities Act (or similar provisions then in effect).

“**Subsidiary**” means, when used with respect to any Person, (a) a corporation in which such Person or one or more Subsidiaries of such Person, directly or indirectly, owns capital stock having a majority of the total voting power in the election of directors of all outstanding shares of all classes and series of capital stock of such corporation entitled generally to vote in such election; and (b) any other Person (other than a corporation) in which such Person or one or more Subsidiaries of such Person, directly or indirectly, has (i) a majority ownership interest or (ii) the power to elect or direct the election of a majority of the members of the governing body of such first-named Person.

“**Takedown Notice**” has the meaning set forth in Section 2.01(f).

“**Third Party Holder**” has the meaning set forth in Section 3.03.

“**Underwritten Offering**” means a Registration in which securities of the Company are sold to an underwriter or underwriters on a firm commitment basis for reoffering to the public.

Section 1.02. *General Interpretive Principles.* Whenever used in this Agreement, except as otherwise expressly provided or unless the context otherwise requires, any noun or pronoun shall be deemed to include the plural as well as the singular and to cover all genders. Whenever the words “**include**,” “**includes**” or “**including**” are used in this Agreement, they shall be deemed to be followed by the words “**without limitation**.” Unless otherwise specified, the terms “**hereof**,” “**herein**,” “**hereunder**” and similar terms refer to this Agreement as a whole (including the exhibits hereto), and references herein to Articles and Sections refer to Articles and Sections of this Agreement. Except as otherwise indicated, all periods of

time referred to herein shall include all Saturdays, Sundays and holidays; *provided, however*, that if the date to perform the act or give any notice with respect to this Agreement shall fall on a day other than a Business Day, such act or notice may be performed or given timely if performed or given on the next succeeding Business Day. References to a Person are also to its permitted successors and assigns. The parties have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

ARTICLE 2 REGISTRATION RIGHTS

Section 2.01. *Registration.*

(a) *Request.* Each of (1) PFL and any permitted transferee of rights pursuant to clauses (i), (iii) and (iv) of Section 3.03 and (2) Third Party Holders of at least 5% of outstanding Common Stock, shall have the right to request that the Company file a Registration Statement with the SEC on the appropriate registration form for all or part of the Registrable Securities held by such Holder once such Holder is no longer subject to the lock-up applicable to it entered into in connection with the IPO (which may be due to the expiration or waiver of such lock-up with respect to such Registrable Securities) by delivering a written request to the Company specifying the kind and number of shares of Registrable Securities such Holder wishes to Register and the intended method of distribution thereof (a “**Demand Registration**” and the Holder submitting such Demand Registration, the “**Initiating Holder**”). The Company shall (i) within 10 days of the receipt of such request, give written notice of such Demand Registration (the “**Company Notice**”) to all Holders other than the relevant Initiating Holder (the “**Eligible Holders**”), (ii) use its reasonable best efforts to file a Registration Statement in respect of such Demand Registration within 45 days of receipt of the request, and (iii) use its reasonable best efforts to cause such Registration Statement to become effective as soon as reasonably practicable thereafter. The Company shall include in such Registration all Registrable Securities that the Eligible Holders request to be included within the 10 Business Days following their receipt of the Company Notice.

(b) *Limitations of Demand Registrations.* There shall be no limitation on the number of Demand Registrations pursuant to Section 2.01(a); *provided, however*, that Third Party Holders shall not require the Company to effect more than three Demand Registrations collectively in a 12-month period. The Registrable Securities requested to be Registered pursuant to Section 2.01(a) (including, for the avoidance of doubt, the Registrable Securities of Eligible Holders requested to be registered) must represent (i) an aggregate offering price of Registrable Securities that is reasonably expected to equal at least \$50,000,000 or (ii) all of the remaining Registrable Securities owned by the Initiating Holder and its Affiliates.

(c) *Effective Registration.* The Company shall be deemed to have effected a Registration for purposes of Section 2.01(b) if the Registration Statement is declared effective by the SEC or becomes effective upon filing with the SEC, and remains effective until the earlier of (i) the date when all Registrable Securities thereunder have been sold and (ii) 60 days from the effective date of the Registration Statement (the “**Registration Period**”). No Registration shall be deemed to have been effective if (i) the conditions to closing specified in the underwriting agreement, if any, entered into in connection with such Registration are not satisfied by reason of the Company or (ii) the number of Registrable Securities included in any such Registration Statement is reduced in accordance with Section 2.01(e) such that less than 25% of the aggregate number of Registrable Securities requested to be Registered pursuant to Section 2.01(a) are included. If, during the Registration Period, such Registration is interfered with by any stop order, injunction or other order or requirement of the SEC or other Governmental Authority, the Registration Period shall be extended on a day-for-day basis for any period the Holder is unable to complete an offering as a result of such stop order, injunction or other order or requirement of the SEC or other Governmental Authority.

(d) *Underwritten Offering.* If the Initiating Holder so indicates at the time of its request pursuant to Section 2.01(a), such offering of Registrable Securities shall be in the form of an Underwritten Offering and the Company shall include such information in the Company Notice. In the event that the Initiating Holder intends to distribute the Registrable Securities by means of an Underwritten Offering, no Holder may include Registrable Securities in such Registration unless such Holder, subject to the limitations set forth in Section 2.06, (i) agrees to sell its Registrable Securities on the basis provided in the applicable underwriting arrangements; (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements and (iii) cooperates with the Company's reasonable requests in connection with such Registration (it being understood that the Company's failure to perform its obligations hereunder, which failure is caused by such Holder's failure to cooperate, will not constitute a breach by the Company of this Agreement).

(e) *Priority of Securities in an Underwritten Offering.* If the Company, after consultation with the managing underwriter or underwriters of a proposed Underwritten Offering, including an Underwritten Offering from a Shelf Registration, pursuant to this Section 2.01, determines in its sole discretion that the number of securities requested to be included in such Underwritten Offering exceeds the number that can be sold in such Underwritten Offering without being likely to have a significant adverse effect on the price, timing or distribution of the securities offered or the market for the securities offered, then the number of securities to be included in such Underwritten Offering shall be reduced in the following order of priority: *first*, there shall be excluded from the Underwritten Offering any securities to be sold for the account of any selling securityholder other than the Initiating Holder and the Eligible Holders; *second*, there shall be excluded from the Underwritten Offering any securities to be sold for the account of the Company; *third*, there shall be excluded from the Underwritten Offering any securities to be sold for the account of the Eligible Holders and their Affiliates that have been requested to be included therein, *pro rata* based on the number of Registrable Securities owned by each such Eligible Holder; and *finally*, there shall be excluded from the Underwritten Offering any securities to be sold for the account of the Initiating Holder and its Affiliates that have been requested to be included therein, in each case to the extent necessary to reduce the total number of securities to be included in such offering to the number determined by the Company after consultation with the managing underwriter or underwriters.

(f) *Shelf Registration.* At any time after the date hereof when the Company is eligible to Register the applicable Registrable Securities on Form S-3 (or a successor form) and an Initiating Holder is entitled to request Demand Registrations, such Initiating Holder may request the Company to effect a Demand Registration as a Shelf Registration. For the avoidance of doubt, the requirement that (i) the Company deliver a Company Notice in connection with a Demand Registration and (ii) the right of Eligible Holders to request that their Registrable Securities be included in a Registration Statement filed in connection with a Demand Registration, each as set forth in Section 2.01(a), shall apply to a Demand Registration that is effected as Shelf Registration. There shall be no limitations on the number of Underwritten Offerings pursuant to a Shelf Registration; *provided, however*, that Third Party Holders may not require the Company to effect more than three Underwritten Offerings collectively in a 12-month period. If any Initiating Holder holds Registrable Securities included on a Shelf Registration, it shall have the right to request that the Company cooperate in a shelf takedown at any time, including an Underwritten Offering, by delivering a written request thereof to the Company specifying the kind and number of shares of Registrable Securities such Initiating Holder wishes to include in the shelf takedown ("**Takedown Notice**"). The Company shall (i) within five days of the receipt of a Takedown Notice, give written notice of such Takedown Notice to all Holders of Registrable Securities included on such Shelf Registration (the "**Company Takedown Notice**"), and (ii) shall take all actions reasonably requested by the Initiating Holder who submitted the Takedown Notice, including the filing of a Prospectus supplement and the other actions described in Section 2.04, in accordance with the intended method of distribution set forth in the Takedown Notice as expeditiously as practicable. If the takedown is an Underwritten Offering, the Company shall include in such Underwritten Offering all Registrable Securities that the Holders of Registrable Securities included in the Registration Statement for such Shelf Registration, request be included within the five Business Days following such Holders' receipt of the Company Takedown Notice. If the takedown is an Underwritten Offering, the Registrable Securities requested to be included in a shelf takedown must represent (i) an aggregate offering price of Registrable Securities that is reasonably expected to equal at least \$50,000,000 or (ii) all of the remaining Registrable Securities owned by the requesting Initiating Holder and its Affiliates.

(g) *SEC Form*. Except as set forth in the next sentence, the Company shall use its reasonable best efforts to cause Demand Registrations to be Registered on Form S-3 (or any successor form), and if the Company is not then eligible under the Securities Act to use Form S-3, Demand Registrations shall be Registered on Form S-1 (or any successor form). The Company shall use its reasonable best efforts to become eligible to use Form S-3 and, after becoming eligible to use Form S-3, shall use its reasonable best efforts to remain so eligible. All Demand Registrations shall comply with applicable requirements of the Securities Act and, together with each Prospectus included, filed or otherwise furnished by the Company in connection therewith, shall not contain any untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(h) *Postponement*. Upon notice to, in the case of a Demand Registration, the Initiating Holder for such Demand Registration and any other Eligible Holders or, in the case of a shelf takedown, the Initiating Holder or Holders requesting such shelf takedown and any other Holders to which a Company Takedown Notice has been delivered with respect to such shelf takedown, the Company may postpone effecting a Registration or shelf takedown, as applicable, pursuant to this Section 2.01 on two occasions during any period of twelve consecutive months for a reasonable time specified in the notice but not exceeding 120 days (which period may not be extended or renewed), if (i) the Company reasonably believes that effecting the Registration or shelf takedown, as applicable, would materially and adversely affect a proposal or plan by the Company to engage in (directly or indirectly through any of its Subsidiaries): (x) a material acquisition or divestiture of assets; (y) a merger, consolidation, tender offer, reorganization, primary offering of the Company's securities or similar material transaction; or (z) a material financing or any other material business transaction with a third party or (ii) the Company is in possession of material non-public information the disclosure of which during the period specified in such notice the Company reasonably believes would not be in the best interests of the Company.

(i) *Right to Withdraw*. Unless otherwise agreed, each Holder shall have the right to withdraw such Holder's request for inclusion of its Registrable Securities in any Underwritten Offering pursuant to this Section 2.01 at any time prior to the execution of an underwriting agreement with respect thereto by giving written notice to the Company of such Holder's request to withdraw and, subject to the preceding clause, each Holder shall be permitted to withdraw all or part of such Holder's Registrable Securities from a Demand Registration at any time prior to the effective date thereof.

Section 2.02. *Piggyback Registrations*.

(a) *Participation*. If the Company proposes to file a Registration Statement under the Securities Act with respect to any offering of Common Stock for its own account and/or for the account of any other Persons (other than a Registration (i) under Section 2.01 hereof, (ii) pursuant to a Registration Statement on Form S-8 (or other registration solely relating to an offering or sale to employees or directors of the Company pursuant to any employee stock plan or other employee benefit arrangement) or Form S-4 or similar form that relates to a transaction subject to Rule 145 under the Securities Act, (iii) in connection with any dividend reinvestment or similar plan or (iv) for the sole purpose of offering securities to another entity or its security holders in connection with the acquisition of assets or securities of such entity or any similar transaction), then, as soon as practicable (but in no event less than 5 days prior to the proposed date of filing such Registration Statement), the Company shall give written notice of such proposed filing to each Holder, and such notice shall offer such Holders the opportunity to Register under such Registration Statement such number of Registrable Securities as each such Holder may request in writing (a "**Piggyback Registration**"). Subject to Section 2.02(a) and Section 2.02(c), the Company shall include in such Registration Statement all such Registrable Securities that are requested to be included therein within seven Business Days after the receipt of any such notice; *provided, however*, that if, at any time after giving written notice of its intention to Register any securities pursuant to this Section 2.02(a) and prior to the effective date of the Registration Statement filed in connection with such Registration, the Company shall determine for any reason not to Register or to delay Registration of such securities, the Company may, at its election, give written notice of such determination to each such Holder and, thereupon, (i) in the case of

a determination not to Register, shall be relieved of its obligation to Register any Registrable Securities in connection with such Registration and shall have no liability to any Holder in connection with such termination, and (ii) in the case of a determination to delay Registration, shall be permitted to delay Registering any Registrable Securities for the same period as the delay in Registering such other shares of Common Stock, in each case without prejudice, however, to the rights of any Holder to request that such Registration be effected as a Demand Registration under Section 2.01. For the avoidance of doubt, no Registration effected under this Section 2.02 shall relieve the Company of its obligation to effect any Demand Registration under Section 2.01. If the offering pursuant to a Registration Statement pursuant to this Section 2.02 is to be an Underwritten Offering, then each Holder making a request for a Piggyback Registration pursuant to this Section 2.02(a) shall, and the Company shall use reasonable best efforts to coordinate arrangements with the underwriters so that each such Holder may, participate in such Underwritten Offering. If the offering pursuant to such Registration Statement is to be on any other basis, then each Holder making a request for a Piggyback Registration pursuant to this Section 2.02(a) shall, and the Company shall use reasonable best efforts to coordinate arrangements so that each such Holder may, participate in such offering on such basis. If the Company files a Shelf Registration for its own account and/or for the account of any other Persons, the Company agrees that it shall use its reasonable best efforts to include in such Registration Statement such disclosures as may be required by Rule 430B under the Securities Act in order to ensure that the Holders may be added to such Shelf Registration at a later time through the filing of a Prospectus supplement rather than a post-effective amendment.

(b) *Right to Withdraw.* Unless otherwise agreed, each Holder shall have the right to withdraw such Holder's request for inclusion of its Registrable Securities in any Underwritten Offering pursuant to this Section 2.02 at any time prior to the execution of an underwriting agreement with respect thereto by giving written notice to the Company of such Holder's request to withdraw and, subject to the preceding clause, each Holder shall be permitted to withdraw all or part of such Holder's Registrable Securities from a Piggyback Registration at any time prior to the effective date thereof.

(c) *Priority of Piggyback Registration.* If the managing underwriter or underwriters of any proposed Underwritten Offering of a class of Registrable Securities included in a Piggyback Registration informs the Company and the Holders in writing that, in its or their opinion, the number of securities of such class which such Holder and any other Persons intend to include in such Underwritten Offering exceeds the number which can be sold in such Underwritten Offering without being likely to have a significant adverse effect on the price, timing or distribution of the securities offered or the market for the securities offered, then the securities to be included in such Underwritten Offering shall be reduced in the following order of priority: *first*, there shall be excluded from the Underwritten Offering any securities to be sold for the account of any selling securityholder other than the Holders; and *second*, there shall be excluded from the Underwritten Offering any securities to be sold for the account of Holders and their Affiliates that have been requested to be included therein, *pro rata* based on the number of Registrable Securities owned by each such Holder, in each case to the extent necessary to reduce the total number of securities to be included in such offering to the number recommended by the managing underwriter or underwriters.

Section 2.03. *Selection of Underwriter(s) etc..* In any Underwritten Offering pursuant to Section 2.01, the Company shall select the underwriter(s), financial printer and/or solicitation and/or exchange agent (if any). The Company may consult with the Initiating Holder in its selection, provided that the Company shall be under no obligation to the Initiating Holder as a result of or in connection with such consultation.

Section 2.04. *Registration Procedures.*

(a) In connection with the Registration and/or sale of Registrable Securities pursuant to this Agreement, through an Underwritten Offering or otherwise, the Company shall use reasonable best efforts to effect or cause the Registration and the sale of such Registrable Securities in accordance with the intended methods of disposition thereof and:

(i) prepare and file the required Registration Statement, including all exhibits and financial statements required under the Securities Act to be filed therewith, and before filing with the SEC a Registration Statement or Prospectus, or any amendments or supplements thereto, (A) furnish to the underwriters, if any, and to the Holders participating in such Registration, copies of all documents prepared to be filed, which documents will be subject to the review of such underwriters and such participating Holders and their respective counsel, and (B) consider in good faith any comments of the underwriters and Holders and their respective counsel on such documents;

(ii) prepare and file with the SEC such amendments and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective in accordance with the terms of this Agreement and to comply with the provisions of the Securities Act with respect to the disposition of all of the Shares Registered thereon;

(iii) in the case of a Shelf Registration, prepare and file with the SEC such amendments and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective and to comply with the provisions of the Securities Act with respect to the disposition of all Shares subject thereto for a period ending on the 3rd anniversary after the effective date of such Registration Statement;

(iv) notify the participating Holders and the managing underwriter or underwriters, if any, and (if requested) confirm such advice in writing and provide copies of the relevant documents, as soon as reasonably practicable after notice thereof is received by the Company (A) when the applicable Registration Statement or any amendment thereto has been filed or becomes effective, or when the applicable Prospectus or any amendment or supplement to such Prospectus has been filed, (B) of any written comments by the SEC or any request by the SEC or any other Governmental Authority for amendments or supplements to such Registration Statement or such Prospectus or for additional information, (C) of the issuance by the SEC of any stop order suspending the effectiveness of such Registration Statement or any order preventing or suspending the use of any preliminary or final Prospectus or the initiation or threatening of any proceedings for such purposes, (D) if, at any time, the representations and warranties of the Company in any applicable underwriting agreement cease to be true and correct in all material respects, and (E) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Registrable Securities for offering or sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose;

(v) promptly notify each selling Holder and the managing underwriter or underwriters, if any, when the Company becomes aware of the occurrence of any event as a result of which the applicable Registration Statement or the Prospectus included in such Registration Statement (as then in effect) contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein (in the case of such Prospectus and any preliminary Prospectus, in light of the circumstances under which they were made) not misleading or, if for any other reason it shall be necessary during such time period to amend or supplement such Registration Statement or Prospectus in order to comply with the Securities Act and, in either case as promptly as reasonably practicable thereafter, prepare and file with the SEC, and furnish without charge to the selling Holder and the managing underwriter or underwriters, if any, an amendment or supplement to such Registration Statement or Prospectus which will correct such statement or omission or effect such compliance;

(vi) use its reasonable best efforts to prevent or obtain the withdrawal of any stop order or other order suspending the use of any preliminary or final Prospectus;

(vii) promptly incorporate in a Prospectus supplement or post-effective amendment such information as the managing underwriters, if any, and the Holders may reasonably request to be included therein in order to permit the intended method of distribution of the Registrable Securities; and make all required filings of such Prospectus supplement or post-effective amendment as soon as reasonably practicable after being notified of the matters to be incorporated in such Prospectus supplement or post-effective amendment;

(viii) furnish to each selling Holder and each underwriter, if any, without charge, as many conformed copies as such Holder or underwriter may reasonably request of the applicable Registration Statement and any amendment or post-effective amendment thereto, including financial statements and schedules, all documents incorporated therein by reference and all exhibits (including those incorporated by reference);

(ix) deliver to each selling Holder and each underwriter, if any, without charge, as many copies of the applicable Prospectus (including each preliminary Prospectus) and any amendment or supplement thereto as such Holder or underwriter may reasonably request (it being understood that the Company consents to the use of such Prospectus or any amendment or supplement thereto by each selling Holder and the underwriters, if any, in connection with the offering and sale of the Registrable Securities covered by such Prospectus or any amendment or supplement thereto) and such other documents as such selling Holder or underwriter may reasonably request in order to facilitate the disposition of the Registrable Securities by such Holder or underwriter;

(x) on or prior to the date on which the applicable Registration Statement is declared effective or becomes effective, use its reasonable best efforts to register or qualify, and cooperate with each selling Holder, the managing underwriter or underwriters, if any, and their respective counsel, in connection with the registration or qualification of such Registrable Securities for offer and sale under the securities or "blue sky" laws of each state and other jurisdiction of the United States as any selling Holder or managing underwriter or underwriters, if any, or their respective counsel reasonably request in writing and do any and all other acts or things reasonably necessary or advisable to keep such registration or qualification in effect for so long as such Registration Statement remains in effect and so as to permit the continuance of sales and dealings in such jurisdictions of the United States for so long as may be necessary to complete the distribution of the Registrable Securities covered by the Registration Statement; *provided* that the Company will not be required to qualify generally to do business in any jurisdiction where it is not then so qualified or to take any action which would subject it to taxation or general service of process in any such jurisdiction where it is not then so subject;

(xi) in connection with any sale of Registrable Securities that will result in such securities no longer being Registrable Securities, cooperate with each selling Holder and the managing underwriter or underwriters, if any, to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold and not bearing any restrictive Securities Act legends; and to register such Registrable Securities in such denominations and such names as such selling Holder or the underwriter(s), if any, may request at least two Business Days prior to such sale of Registrable Securities; *provided* that the Company may satisfy its obligations hereunder without issuing physical stock certificates through the use of The Depository Trust Company's Direct Registration System;

(xii) cooperate and assist in any filings required to be made with the FINRA and each securities exchange, if any, on which any of the Company's securities are then listed or quoted and on each inter-dealer quotation system on which any of the Company's securities are then quoted, and in the performance of any due diligence investigation by any underwriter (including any "qualified independent underwriter") that is required to be retained in accordance with the rules and regulations of each such exchange, and use its reasonable best efforts to cause the Registrable Securities covered by the applicable Registration Statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to enable the seller or sellers thereof or the underwriter or underwriters, if any, to consummate the disposition of such Registrable Securities;

(xiii) not later than the effective date of the applicable Registration Statement, provide a CUSIP number for all Registrable Securities and provide the applicable transfer agent with printed certificates for the Registrable Securities which are in a form eligible for deposit with The Depository Trust Company; *provided* that the Company may satisfy its obligations hereunder without issuing physical stock certificates through the use of The Depository Trust Company's Direct Registration System;

(xiv) in the case of an Underwritten Offering, obtain for delivery to and addressed to the selling Holders and the underwriter or underwriters, an opinion from the Company's outside counsel in customary form and content for the type of Underwritten Offering, dated the date of the closing under the underwriting agreement;

(xv) in the case of an Underwritten Offering, obtain for delivery to and addressed to the underwriter or underwriters and, to the extent agreed by the Company's independent certified public accountants, each selling Holder, a comfort letter from the Company's independent certified public accountants (and the independent certified public accountants with respect to any acquired company financial statements) in customary form and content for the type of Underwritten Offering, including with comfort letters customarily delivered in connection with quarterly period financial statements if applicable, dated the date of execution of the underwriting agreement and brought down to the closing under the underwriting agreement;

(xvi) use its reasonable best efforts to comply with all applicable rules and regulations of the SEC and make generally available to its security holders, as soon as reasonably practicable, but no later than 90 days after the end of the 12-month period beginning with the first day of the Company's first quarter commencing after the effective date of the applicable Registration Statement, an earnings statement satisfying the provisions of Section 11(a) of the Securities Act and the rules and regulations promulgated thereunder and covering the period of at least 12 months, but not more than 18 months, beginning with the first month after the effective date of the Registration Statement;

(xvii) provide and cause to be maintained a transfer agent and registrar for all Registrable Securities covered by the applicable Registration Statement from and after a date not later than the effective date of such Registration Statement;

(xviii) cause all Registrable Securities covered by the applicable Registration Statement to be listed on each securities exchange on which any of the Company's Common Stock are then listed or quoted and on each inter-dealer quotation system on which any of the Company's Common Stock are then quoted, including the filing of any required supplemental listing application;

(xix) provide (A) each Holder participating in the Registration, (B) the underwriters (which term, for purposes of this Agreement, shall include a Person deemed to be an underwriter within the meaning of Section 2(11) of the Securities Act), if any, of the Registrable Securities to be Registered, (C) the sale or placement agent therefor, if any, (D) counsel for such underwriters or agent, and (E) any attorney, accountant or other agent or representative retained by such Holder or any such underwriter, as selected by such Holder, the opportunity to participate in the preparation of such Registration Statement, each Prospectus included therein or filed with the SEC, and each amendment or supplement thereto, and to require the insertion therein of material, furnished to the Company in writing, which in the reasonable judgment of such Holder(s) and their counsel should be included; and for a reasonable period prior to the filing of such Registration Statement, make available upon reasonable notice at reasonable times and for reasonable periods for inspection by the parties referred to in (A) through (E) above, all pertinent financial and other records, pertinent corporate documents and properties of the Company that are available to the Company, and cause the Company's officers, employees and the independent public accountants who have certified its financial statements to make themselves available at reasonable times and for reasonable periods, to discuss the business of the Company and to supply all information available to the Company reasonably requested by any such Person in connection with such Registration Statement as shall be necessary to enable them to exercise their due diligence responsibility, subject to the foregoing, *provided* that any such Person gaining access to information or personnel pursuant to this Section 2.04(a) (xix) shall agree to use reasonable efforts to protect the confidentiality of any information regarding the Company which the Company determines in good faith to be confidential, and of which determination such Person is notified, unless (x) the release of such information is required by law or regulation or is requested or required by deposition, interrogatory, requests for information or documents by a governmental entity, subpoena or similar process, (y) such information is or becomes publicly known without a breach of this Agreement, (F) such information is or becomes available to such Person on a non-confidential basis from a source other than the Company or (z) such information is independently developed by such Person;

(xx) to cause the executive officers of the Company to participate in the customary “road show” presentations that may be reasonably requested by the managing underwriter or underwriters in any Underwritten Offering and otherwise to facilitate, cooperate with, and participate in each proposed offering contemplated herein and customary selling efforts related thereto; and

(xxi) take all other customary steps reasonably necessary to effect the Registration, offering and sale of the Registrable Securities.

(b) As a condition precedent to any Registration hereunder, the Company may require each Holder as to which any Registration is being effected to furnish to the Company such information regarding the distribution of such securities and such other information relating to such Holder, its ownership of Registrable Securities and other matters as the Company may from time to time reasonably request in writing. Each such Holder agrees to furnish such information to the Company and to cooperate with the Company as reasonably necessary to enable the Company to comply with the provisions of this Agreement.

(c) Each Holder agrees, that, upon receipt of any written notice from the Company of the occurrence of any event of the kind described in Section 2.04(a)(v), such Holder will forthwith discontinue disposition of Registrable Securities pursuant to such Registration Statement until such Holder’s receipt of the copies of the supplemented or amended Prospectus contemplated by Section 2.04(a)(v), or until such Holder is advised in writing by the Company that the use of the Prospectus may be resumed, and if so directed by the Company, such Holder will deliver to the Company (at the Company’s expense) all copies, other than permanent file copies then in such Holder’s possession, of the Prospectus covering such Registrable Securities current at the time of receipt of such notice. In the event the Company shall give any such notice, the period during which the applicable Registration Statement for a Demand Registration is required to be maintained effective shall be extended by the number of days during the period from and including the date of the giving of such notice to and including the date when each seller of Registrable Securities covered by such Registration Statement either receives the copies of the supplemented or amended Prospectus contemplated by Section 2.04(a)(v) or is advised in writing by the Company that the use of the Prospectus may be resumed.

Section 2.05. *Holdback Agreements.* Each of the Company and the Holders agrees, upon notice from the managing underwriter or underwriters in connection with any Registration for an Underwritten Offering of the Company’s securities (other than pursuant to a registration statement on Form S-4 or any similar or successor form or pursuant to a registration solely relating to an offering and sale to employees or directors of the Company pursuant to any employee stock plan or other employee benefit plan arrangement), not to effect (other than pursuant to such Registration) any public sale or distribution of Registrable Securities, including, but not limited to, any sale pursuant to Rule 144, or make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of, any Registrable Securities, any other equity securities of the Company or any securities convertible into or exchangeable or exercisable for any equity securities of the Company without the prior written consent of the managing underwriters during such period as reasonably requested by the managing underwriters (but in no event longer than the seven days before and the 180 days after the pricing of such Underwritten Offering); and subject to reasonable and customary exceptions to be agreed with such managing underwriter or underwriters. Notwithstanding the foregoing, no holdback agreements of the type contemplated by this Section 2.05 shall be required of Holders unless each of the Company’s directors and executive officers agrees to be bound by a substantially identical holdback agreement for at least the same period of time.

Section 2.06. *Underwriting Agreement in Underwritten Offerings.* If requested by the managing underwriters for any Underwritten Offering, the Company and the participating Holders shall enter into an underwriting agreement in customary form with such underwriters for such offering; *provided, however,* that no Holder shall be required to make any representations or warranties to the Company or the underwriters (other than representations and warranties regarding (i) such Holder’s ownership of Registrable Securities to be transferred free and clear of all liens, claims and encumbrances created by such Holder, (ii) such Holder’s power and authority to effect such transfer, (iii) such matters pertaining to such Holder’s compliance with securities laws as reasonably may be requested and (iv) such Holder’s intended method of distribution) or to undertake any indemnification obligations to the Company with respect thereto, except as otherwise provided in Section 2.08 hereof.

Section 2.07. *Registration Expenses Paid By Company.* In the case of any Registration of Registrable Securities required pursuant to this Agreement (including any Registration that is delayed or withdrawn) or proposed Underwritten Offering pursuant to this Agreement, the Company shall pay all Registration Expenses regardless of whether the Registration Statement becomes effective or the Underwritten Offering is completed. The Company shall have no obligation to pay any Selling Expenses for Registrable Securities offered by any Holders.

Section 2.08. Indemnification.

(a) *Indemnification by the Company.* The Company agrees to indemnify and hold harmless, to the fullest extent permitted by law, each Holder and such Holder's officers, directors, employees, advisors, Affiliates and agents and each Person who controls (within the meaning of the Securities Act or the Exchange Act) such Holder from and against any and all losses, claims, damages, liabilities (or actions in respect thereof, whether or not such indemnified party is a party thereto) and expenses, joint or several (including reasonable costs of investigation and legal expenses) (each, a "Loss" and collectively "Losses") arising out of or based upon (i) any untrue or alleged untrue statement of a material fact contained in any Registration Statement under which the sale of such Registrable Securities was Registered under the Securities Act (including any final or preliminary Prospectus contained therein or any amendment thereof or supplement thereto or any documents incorporated by reference therein), or any such statement made in any free writing prospectus (as defined in Rule 405 under the Securities Act) that the Company has filed or is required to file pursuant to Rule 433(d) of the Securities Act, or (ii) any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, preliminary Prospectus or free writing prospectus, in light of the circumstances under which they were made) not misleading; *provided, however*, that the Company shall not be liable to any particular indemnified party in any such case to the extent that any such Loss arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in any such Registration Statement in reliance upon and in conformity with written information furnished to the Company by such indemnified party expressly for use in the preparation thereof. This indemnity shall be in addition to any liability the Company may otherwise have. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Holder or any indemnified party and shall survive the transfer of such securities by such Holder.

(b) *Indemnification by the Selling Holder.* Each selling Holder agrees (severally and not jointly) to indemnify and hold harmless, to the full extent permitted by law, the Company and the Company's directors, officers, employees, advisors, Affiliates and agents and each Person who controls the Company (within the meaning of the Securities Act and the Exchange Act) from and against any Losses arising out of or based upon (i) any untrue or alleged untrue statement of a material fact contained in any Registration Statement under which the sale of such Registrable Securities was Registered under the Securities Act (including any final or preliminary Prospectus contained therein or any amendment thereof or supplement thereto or any documents incorporated by reference therein), or any such statement made in any free writing prospectus that the Company has filed or is required to file pursuant to Rule 433(d) of the Securities Act, or (ii) any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, preliminary Prospectus or free writing prospectus, in light of the circumstances under which they were made) not misleading but only to the extent, in each of cases (i) or (ii), that such untrue statement or omission is contained in any information furnished in writing by such selling Holder to the Company expressly for inclusion in such Registration Statement, Prospectus, preliminary Prospectus or free writing prospectus. In no event shall the liability of any selling Holder hereunder be greater in amount than the dollar amount of the net proceeds received by such Holder under the sale of the Registrable Securities giving rise to such indemnification obligation. This indemnity shall be in addition to any liability the selling Holder may otherwise have. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Company or any indemnified party.

(c) *Conduct of Indemnification Proceedings.* Any Person entitled to indemnification hereunder will (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (*provided* that any delay or failure to so notify the indemnifying party shall relieve the indemnifying party of its obligations hereunder to the extent that it is materially prejudiced by reason of such delay or failure) and (ii) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party; *provided, however,* that any Person entitled to indemnification hereunder shall have the right to select and employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such Person unless (a) the indemnifying party has agreed in writing to pay such fees or expenses, (b) the indemnifying party shall have failed to assume the defense of such claim within a reasonable time after receipt of notice of such claim from the Person entitled to indemnification hereunder, (c) the named parties to any proceeding include both such indemnified and the indemnifying party and the indemnified party has reasonably concluded (based on written advice of counsel) that there may be legal defenses available to it or other indemnified parties that are different from or in addition to those available to the indemnifying party, or (d) in the reasonable judgment of any such Person, based upon written advice of its counsel, a conflict of interest may exist between such Person and the indemnifying party with respect to such claims (in which case, if the Person notifies the indemnifying party in writing that such Person elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such claim on behalf of such Person). If such defense is not assumed by the indemnifying party, the indemnifying party will not be subject to any liability for any settlement made without its consent, but such consent may not be unreasonably withheld, conditioned or delayed. If the indemnifying party assumes the defense, the indemnifying party shall not have the right to settle such action without the consent of the indemnified party, which consent may not be unreasonably withheld, conditioned or delayed. No indemnifying party shall consent to entry of any judgment or enter into any settlement without the consent of the indemnified party which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of an unconditional release from all liability in respect to such claim or litigation. It is understood that the indemnifying party or parties shall not, in connection with any proceeding or related proceedings in the same jurisdiction, arising out of the same general allegations or circumstances, be liable for the fees and expenses of more than one separate firm (in addition to any appropriate local counsel) at any one time from all such indemnified party or parties unless (x) the employment of more than one counsel has been authorized in writing by the indemnifying party or parties, (y) an indemnified party has reasonably concluded (based on written advice of counsel) that there may be legal defenses available to it that are different from or in addition to those available to the other indemnified parties or (z) a conflict or potential conflict exists or in the reasonable judgment of such indemnified party may exist (based on advice of counsel to an indemnified party) between such indemnified party or parties and the other indemnified parties, in each of which cases the indemnifying party shall be obligated to pay the reasonable fees and expenses of such additional counsel.

(d) *Contribution.* If for any reason the indemnification provided for in Section 2.08(a) or Section 2.08(b) is unavailable to an indemnified party or insufficient to hold it harmless as contemplated by Section 2.08(a) or Section 2.08(b), then the indemnifying party shall, to the fullest extent permitted by law, in lieu of indemnifying such indemnified party thereunder, contribute to the amount paid or payable by the indemnified party as a result of such Loss in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and the indemnified party on the other hand in connection with the statements or omissions which resulted in such Loss as well as any other relevant equitable considerations. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. Notwithstanding anything in this Section 2.08(d) to the contrary, no indemnifying party (other than the Company) shall be required pursuant to this Section 2.08(d) to contribute any amount in excess of the amount by which the net proceeds received by such indemnifying party from the sale of Registrable Securities in the offering to which the Losses of the indemnified parties relate (before deducting expenses, if any) exceeds the amount of any damages which such indemnifying party has otherwise been required to pay by reason of such untrue statement or omission. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 2.08(d) were determined by *pro rata* allocation or by any

other method of allocation that does not take account of the equitable considerations referred to in this Section 2.08(d). No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. The amount paid or payable by an indemnified party hereunder shall be deemed to include, for purposes of this Section 2.08(d), any legal or other expenses reasonably incurred by such indemnified party in connection with investigating, preparing to defend or defending against or appearing as a third party witness in respect of, or otherwise incurred in connection with, any such loss, claim, damage, expense, liability, action, investigation or proceeding. If indemnification is available under this Section 2.08, the indemnifying parties shall indemnify each indemnified party to the full extent provided in Section 2.08(a) and Section 2.08(b) hereof without regard to the relative fault of said indemnifying parties or indemnified party.

Section 2.09. *Reporting Requirements; Rule 144.* Following the IPO, the Company shall use its reasonable best efforts to be and remain in compliance with the periodic filing requirements imposed under the SEC's rules and regulations, including the Exchange Act, and thereafter shall timely file such information, documents and reports as the SEC may require or prescribe under Section 13 or 15(d) (whichever is applicable) of the Exchange Act. If the Company is not required to file such reports during such period, it will, upon the request of any Holder, make publicly available such necessary information for so long as necessary to permit sales pursuant to Rule 144 or Regulation S under the Securities Act, and it will take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell Registrable Securities without Registration under the Securities Act within the limitation of the exemptions provided by (a) Rule 144 or Regulation S under the Securities Act, as such Rules may be amended from time to time, or (b) any rule or regulation hereafter adopted by the SEC. From and after the date hereof through the date upon which no Holder owns any Registrable Securities, the Company shall forthwith upon request furnish any Holder (i) a written statement by the Company as to whether it has complied with such requirements and, if not, the specifics thereof, (ii) a copy of the most recent annual or quarterly report of the Company, and (iii) such other reports and documents filed by the Company with the SEC as such Holder may reasonably request in availing itself of an exemption for the sale of Registrable Securities without registration under the Securities Act.

Section 2.10. *Limitations on Subsequent Registration Rights.* The Company agrees that it shall not enter into any agreement with any holder or prospective holder of any securities of the Company (i) that would allow such holder or prospective holder to include such securities in any Demand Registration or Piggyback Registration unless, under the terms of such agreement, such holder or prospective holder may include such securities in any such registration only to the extent that their inclusion would not reduce the amount of the Registrable Securities of the Holders included therein or (ii) on terms otherwise more favorable than this Agreement.

ARTICLE 3 MISCELLANEOUS

Section 3.01. *Term.* This Agreement shall terminate at such time as there are no Registrable Securities, except for the provisions of Section 2.07 and Section 2.08 and all of this Article 3, which shall survive any such termination.

Section 3.02. *Notices.* All notices or other communications under this Agreement shall be in writing and shall be deemed to be duly given when (a) delivered in person or (b) deposited in the United States mail or private express mail, postage prepaid, addressed as follows:

If to PFL, to its address as set forth below:

c/o Rank Group Limited
Floor 9, 148 Quay Street
Auckland, 1010 New Zealand
Attention: Helen Golding, Group Legal Counsel
Email: Helen.Golding@rankgroup.co.nz

If to the Company to:

1900 W. Field Court
Lake Forest, Illinois 60045
Attention: David Watson, General Counsel
Email: David.Watson@ReynoldsBrands.com

with a copy to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Attention: Byron B. Rooney
Fax: (212) 701-5800
Email: Byron.Rooney@davispolk.com

Any party may, by notice to the other party, change the address to which such notices are to be given.

Section 3.03. *Successors, Assigns and Transferees.* This Agreement and all provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Company may assign this Agreement at any time in connection with a sale or acquisition of the Company, whether by merger, consolidation, sale of all or substantially all of the Company's assets, or similar transaction, without the consent of the Holders; *provided* that the successor or acquiring Person agrees in writing to assume all of the Company's rights and obligations under this Agreement. PFL may assign its rights and obligations under this Agreement to any transferee that (i) is an Affiliate; (ii) acquires from PFL in a private placement a number of shares of Common Stock equal to at least 5% of the aggregate number of outstanding shares of Common Stock ("**Third Party Holders**"); (iii) any entity that is beneficially owned by Mr. Graeme Richard Hart (or his estate, heirs, executor, administrator or other personal representative, or any of his immediate family members or any trust, fund or other entity which is controlled by his estate, heirs or any of his immediate family members) and (iv) any Affiliate of Mr. Graeme Richard Hart or any entity that is beneficially owned by Mr. Graeme Richard Hart (or his estate, heirs, executor, administrator or other personal representative, or any of his immediate family members or any trust, fund or other entity which is controlled by his estate, heirs or any of his immediate family members), and executes an agreement to be bound hereby in the form attached hereto as Exhibit A, an executed counterpart of which shall be furnished to the Company. Notwithstanding the foregoing, in each case, if such transfer is subject to covenants, agreements or other undertakings restricting transferability thereof, the Registration Rights shall not be transferred in connection with such transfer unless such transferee complies with all such covenants, agreements and other undertakings. Except as set forth in this Section 3.03, the Holders may not assign their rights and obligations hereunder.

Section 3.04. *GOVERNING LAW; NO JURY TRIAL.*

(a) This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof that would result in the application of any law other than the laws of the State of New York. EACH OF THE PARTIES HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY COURT PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF AND PERMITTED UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH OF THE PARTIES HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE.

(b) With respect to any Action relating to or arising out of this Agreement, each party to this Agreement irrevocably (i) consents and submits to the exclusive jurisdiction of the courts of the State of New York and any court of the United States located in the Borough of Manhattan in New York City; (ii) waives any objection which such party may have at any time to the laying of venue of any Action brought in any such court, waives any claim that such Action has been brought in an inconvenient forum and further waives the right to object, with respect to such Action, that such court does not have jurisdiction over such party; and (iii) consents to the service of process at the address set forth for notices in Section 3.02 herein; *provided, however*, that such manner of service of process shall not preclude the service of process in any other manner permitted under applicable law.

Section 3.05. *Specific Performance*. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the party or parties who are or are to be thereby aggrieved shall have the right to seek specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative.

Section 3.06. *Headings*. The article, section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 3.07. *Severability*. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination, the parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to effect the original intent of the parties.

Section 3.08. *Amendment; Waiver*.

(a) This Agreement may not be amended or modified and waivers and consents to departures from the provisions hereof may not be given, except by an instrument or instruments in writing making specific reference to this Agreement and signed by the Company and Holders of a majority of the Registrable Securities as of such time; *provided, however*, that any amendment, modification or waiver that results in a non-*pro rata* material adverse effect on the rights of a Holder under this Agreement will require the written consent of such Holder.

(b) Waiver by any party of any default by the other party of any provision of this Agreement shall not be deemed a waiver by the waiving party of any subsequent or other default, nor shall it prejudice the rights of the other party.

Section 3.09. *Further Assurances*. Each of the parties hereto shall execute and deliver all additional documents, agreements and instruments and shall do any and all acts and things reasonably requested by the other party hereto in connection with the performance of its obligations undertaken in this Agreement.

Section 3.10. *Counterparts*. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Execution of this Agreement or any other documents pursuant to this Agreement by facsimile or other electronic copy of a signature shall be deemed to be, and shall have the same effect as, executed by an original signature.

[The remainder of page intentionally left blank. Signature page follows.]

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

REYNOLDS CONSUMER PRODUCTS INC.

By: _____
Name:
Title:

PACKAGING FINANCE LIMITED

By: _____
Name:
Title:

[Signature page to the Registration Rights Agreement]

THIS INSTRUMENT forms part of the Registration Rights Agreement (the "**Agreement**"), dated as of _____, by and among Reynolds Consumer Products Inc., a Delaware corporation, and Packaging Finance Limited, a company incorporated pursuant to the laws of New Zealand ("**PFL**"). The undersigned hereby acknowledges having received a copy of the Agreement and having read the Agreement in its entirety, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, hereby agrees that the terms and conditions of the Agreement binding upon and inuring to the benefit of PFL shall be binding upon and inure to the benefit of the undersigned and its successors and permitted assigns as if it were an original party to the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this day of _____, 20__.

By: _____
Name:
Title:

STOCKHOLDERS AGREEMENT

dated as of

[]

among

REYNOLDS CONSUMER PRODUCTS INC.

and

PACKAGING FINANCE LIMITED

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STOCKHOLDERS AGREEMENT

This STOCKHOLDERS AGREEMENT (as the same may be amended from time to time in accordance with its terms, the “**Agreement**”) is entered into as of [], by and among Reynolds Consumer Products Inc., a Delaware corporation (the “**Company**”), and Packaging Finance Limited, a company incorporated pursuant to the laws of New Zealand (“**PFL**”).

W I T N E S S E T H:

WHEREAS, the Company is currently contemplating an underwritten initial public offering (the “**IPO**”) of shares of its Common Stock;

WHEREAS, in connection with, and effective upon, the completion of the IPO (such date of completion, the “**IPO Date**”) of the Company, the Company and the Stockholder (as defined in Section 1.01 hereof) wish to set forth certain understandings between such parties, including with respect to certain governance matters; and

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.01. *Definitions.* (a) As used in this Agreement, the following terms have the following meanings:

“**Affiliate**” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person; *provided* that no security holder of the Company shall be deemed an Affiliate of the Company or any other security holder of the Company solely by reason of any investment in the Company or the existence or exercise of any rights or obligations under this Agreement or the Company Securities held by such security holder. For the purpose of this definition, the term “**control**” (including, with correlative meanings, the terms “**controlling**”, “**controlled by**” and “**under common control with**”), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“**Aggregate Ownership**” means, with respect to any Stockholder or group of Stockholders, the total number of Shares (as determined on a Common Equivalents basis) Beneficially Owned (as defined below) (without duplication) by such Stockholder or group of Stockholders as of the date of such calculation.

“**Beneficially Own**” has the meaning set forth in Rule 13d-3 promulgated under the Exchange Act.

“**Board**” means the board of directors of the Company.

“**Business Day**” means any day except a Saturday, Sunday or other day on which commercial banks in New York City are authorized by law to close.

“**Charter**” means the Amended and Restated Certificate of Incorporation of the Company, as the same may be amended from time to time.

“**Common Equivalents**” means (i) with respect to Common Stock, the number of Shares, (ii) with respect to any Company Securities that are convertible into or exchangeable for Common Stock, the number of Shares issuable in respect of the conversion or exchange of such securities into Common Stock.

“**Common Stock**” means the common stock, par value \$0.001 per share, of the Company and any other security into which such Common Stock may hereafter be converted or changed.

“**Company Securities**” means (i) the Common Stock and (ii) securities that entitle the holder to vote in the election of directors to the Board that are convertible into or exchangeable for Common Stock.

“**Director**” means any director of the Company from time to time.

“**Exchange**” means the Nasdaq Global Select Market or such other stock exchange or securities market on which the Shares are listed.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

“**Governing Documents**” means the Charter, as amended or modified from time to time, and the amended and restated by-laws of the Company, as amended or modified from time to time.

“**Independent Director**” means an “independent director” as such term is used in the listing requirements of the Exchange.

“**Necessary Action**” means, with respect to a specified result, all actions (to the extent such actions are permitted by law and by the Governing Documents) necessary to cause such result, including (i) voting or providing a written consent or proxy with respect to the Company Securities, (ii) causing the adoption of shareholders’ resolutions and amendments to the Governing Documents, (iii) causing Directors (to the extent such Directors were nominated or designated by the Person obligated to undertake the Necessary Action, and subject to any fiduciary duties that such Directors may have as Directors) to act in a certain manner or causing them to be removed in the event they do not act in such a manner, (iv) executing agreements and instruments, and (v) making, or causing to be made, with governmental, administrative or regulatory authorities, all filings, registrations or similar actions that are required to achieve such result.

“**Permitted Assigns**” means with respect to the Stockholder, (i) its Affiliates; (ii) any entity that is Beneficially Owned by Mr. Graeme Richard Hart (or his estate, heirs, executor, administrator or other personal representative, or any of his immediate family members or any trust, fund or other entity which is controlled by his estate, heirs

or any of his immediate family members); (iii) any Affiliate of Mr. Graeme Richard Hart or any entity that is Beneficially Owned by Mr. Graeme Richard Hart (or his estate, heirs, executor, administrator or other personal representative, or any of his immediate family members or any trust, fund or other entity which is controlled by his estate, heirs or any of his immediate family members) and (iv) any other Transferee of all of the Shares held at any time by the Stockholder, in each case that is a Transferee of Shares which are Transferred other than pursuant to a widely distributed public sale that agrees in writing to become party to, and be bound to the same extent as its Transferor by the terms of, this Agreement, in the form of Exhibit A hereto; provided, that upon such Transfer, such Permitted Assign shall be deemed to be a "Stockholder" hereto for all purposes herein.

"**Person**" means an individual, corporation, limited liability company, partnership, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"**PFL**" has the meaning set forth in the recitals to this Agreement and shall include its successors by merger, acquisition, reorganization or otherwise.

"**Shares**" means the outstanding shares of Common Stock.

"**Stockholder**" means PFL and its Permitted Assigns who shall then be a party to or bound by this Agreement, so long as such Person shall Beneficially Own any Company Securities.

"**Subsidiary**" means, with respect to any Person, any entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at the time directly or indirectly owned by such Person.

"**Total Number of Directors**" means the total number of directors comprising the Board from time to time.

"**Transfer**" (including its correlative meanings, "Transferor", Transferee" and "Transferred") means, with respect to any security, directly or indirectly, to sell, contract to sell, give, assign, hypothecate, pledge, charge, encumber, grant a security interest in, offer, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of any economic, voting or other rights in or to such security. When used as a noun, "Transfer" shall have such correlative meaning as the context may require.

(b) Each of the following terms is defined in the Section set forth opposite such term:

<u>Term</u>	<u>Section</u>
Stockholder Designee	2.01
Company	Preamble
Confidential Information	3.02(b)
Representatives	3.02(b)

Section 1.02. *Other Definitional and Interpretative Provisions.* The words “hereof”, “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections and Exhibits are to Articles, Sections and Exhibits of this Agreement unless otherwise specified. All Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or Schedule, but not otherwise defined therein, shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import. “Writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any law include all rules and regulations promulgated thereunder. References to any Person include the successors and Permitted Assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively.

ARTICLE 2
CORPORATE GOVERNANCE

Section 2.01. *Composition of the Board.* (a) The members of the Board shall be nominated and elected in accordance with the Governing Documents and the provisions of this Agreement. Effective as of the IPO Date, the Board shall be comprised of seven Directors, which Directors shall initially be Lance Mitchell, Gregory Cole, Thomas Degnan, Helen Golding, Marla Gottschalk, Richard Noll, and one vacancy, with such vacancy to be filled with the nominee of the Stockholder pursuant to this Agreement. The Chairman of the Board shall initially be Richard Noll.

(b) From and after the date hereof, the Stockholder shall have the right, but not the obligation, to nominate a number of designees to the Board, equal to: (i) the Total Number of Directors so long as the Stockholder’s Aggregate Ownership of Shares (as determined on a Common Equivalents basis) continues to be at least 50% of all Shares (as determined on a Common Equivalents basis); (ii) the highest whole number that is greater than 50% of the Total Number of Directors so long as the Stockholder’s Aggregate Ownership of Shares (as determined on a Common Equivalents basis) continues to be at least 40% (but less than 50%) of all Shares (as determined on a Common Equivalents basis); (iii) the highest whole number that is greater than 40% of the Total Number of Directors so long as the Stockholder’s Aggregate Ownership of all Shares (as determined on a Common Equivalents basis) continues to be at least 30% (but less than 40%) of all Shares (as determined on a Common Equivalents basis); (iv) the highest whole number that is greater than 25% of the Total Number of Directors so long as the Stockholder’s Aggregate Ownership of Shares (as determined on a Common

Equivalents basis) continues to be at least 20% (but less than 30%) of all Shares (as determined on a Common Equivalents basis); and (v) the highest whole number (such number always being equal to or greater than one) that is greater than 10% of the Total Number of Directors so long as the Stockholder's Aggregate Ownership of Shares (as determined on a Common Equivalents basis) continues to be at least 10% (but less than 20%) of all Shares (as determined on a Common Equivalents basis). In the event that the Stockholder has nominated less than the total number of designees the Stockholder is entitled to nominate pursuant to this Section 2.01(b), the Stockholder shall have the right, at any time, to nominate such additional designees to which it is entitled, in which case the Stockholder and the Company shall take, or cause to be taken, all Necessary Action to (A) increase the size of the Board as required to enable the Stockholder to so nominate such additional designees and (B) appoint such additional designees nominated by the Stockholder to such newly created directorships. Each such individual whom the Stockholder shall designate pursuant to this Section 2.01(b) and who is thereafter elected and qualifies to serve as a Director shall be referred to herein as a "Stockholder Designee."

(c) The parties hereto agree that so long as the Stockholder Designees meet the requirements for Independent Directors in accordance with the rules of the Exchange, then the Stockholder Designees shall be considered "independent directors" with respect to the requirements of the Exchange, as well as the Governing Documents.

(d) For so long as the Directors on the Board are divided into three classes, such Stockholder Designees shall be apportioned among such classes so as to maintain the number of Stockholder Designees in each class as nearly equal as possible. The Stockholder is hereby authorized to assign the Stockholder Designees in office to such classes in connection with the nomination pursuant to Section 2.01(b).

(e) The Company agrees, to the fullest extent permitted by applicable law (including with respect to any applicable fiduciary duties under Delaware law), to take all Necessary Action to effectuate the above by; (A) including the persons designated pursuant to this Section 2.01 in the slate of nominees recommended by the Board for election at any meeting of stockholders called for the purpose of electing Directors, (B) nominating and recommending each such individual to be elected as a Director as provided herein, (C) soliciting proxies or consents in favor thereof, and (D) without limiting the foregoing, otherwise using its reasonable best efforts to cause such nominees to be elected to the Board, including providing at least as high a level of support for the election of such nominees as it provides to any other individual standing for election as a Director.

(f) At any time the number of Directors that the Stockholder is entitled to designate pursuant to this Section 2.01 is less than the number of Stockholder Designees on the Board, the Stockholder shall cause the required number of Directors to resign from the Board or not stand for reelection on or prior to the Company's next general meeting of shareholders at which Directors of the Company are to be elected, and any vacancies resulting from such resignation shall be filled by the Board in accordance with the Governing Documents, the rules of the U.S. Securities Exchange Commission (the "SEC") and the rules of the Exchange then in effect.

(g) For the avoidance of doubt, the rights granted to the Stockholder to designate members of the Board are additive to, and not intended to limit in any way, the rights that the Stockholder or any of its Affiliates may have to nominate, elect or remove directors under the Governing Documents or the Delaware General Corporation Law.

Section 2.02. *Removal.* So long as a Stockholder is entitled to designate one or more nominees pursuant to Section 2.01 such Stockholder shall have the right to remove any such director (with or without cause), from time to time and at any time, from the Board, exercisable upon written notice to the Company, and the Company shall take all Necessary Action to cause such removal.

Section 2.03. *Vacancies.* In the event that a vacancy is created on the Board at any time by the death, disability, resignation or removal (whether by the Stockholder or otherwise in accordance with the Governing Documents, as either may be amended or restated from time to time) of a Stockholder Designee, the Stockholder entitled to appoint such Stockholder Designee shall be entitled to designate an individual to fill the vacancy so long as the total number of persons that will serve on the Board as designees of such Stockholders immediately following the filling of such vacancy will not exceed the total number of persons such Stockholder is entitled to designate pursuant to Section 2.01 on the date of such replacement designation. The Company and the Stockholder shall take all Necessary Action to cause such replacement designee to become a member of the Board.

Subject to the provisions of this Section 2.03, the Board may nominate additional Directors to the Board, or fill any vacancy on the Board, pursuant to the terms of the Governing Documents.

Section 2.04. *Board Expenses.* The Company shall pay all reasonable out-of-pocket expenses incurred by each Director in connection with attending regular and special meetings of the Board and any committee thereof, and any such meetings of the board of directors of any Subsidiary of the Company and any committee thereof.

Section 2.05. *Board Committees.* As of the IPO Date, the Board has designated each of the following committees: a Compensation, Nominating and Corporate Governance Committee and an Audit Committee. For so long as the Stockholder has the right to designate one (1) Stockholder Designee pursuant to Section 2.01, the Stockholder shall have the right, but not the obligation, to designate the members of each committee of the Board pursuant to the formula outlined in Section 2.01(b) hereof; provided that the right of any Stockholder Designee to serve on a committee shall be subject to applicable Law and the Company's obligation to comply with any applicable independence requirements of the Exchange.

ARTICLE 3
CERTAIN COVENANTS AND AGREEMENTS

Section 3.01. *Access; Information.* For so long as the Stockholder's Aggregate Ownership of Shares (as determined on a Common Equivalents Basis) continues to be at least 5% of Shares (as determined on a Common Equivalents Basis), the Company shall, and shall cause its Subsidiaries to, permit the Stockholder, and its designated representatives, at reasonable times and upon reasonable prior notice to the Company, to review the books and records of the Company or any of such Subsidiaries and to discuss the affairs, finances and condition of the Company or any of such Subsidiaries with the officers of the Company or any such Subsidiary; *provided, however*, that the Company shall not be required to disclose any privileged information of the Company so long as the Company has used its best efforts to provide such information to the Stockholder, as applicable, without the loss of any such privilege, and notified the Stockholder that such information has not been provided.

Section 3.02. *Confidentiality.* (a) The Stockholder agrees that Confidential Information furnished and to be furnished to it has been and may in the future be made available in connection with the Stockholder's investment in the Company. The Stockholder agrees that it shall use, and that it shall cause any Person to whom Confidential Information is disclosed pursuant to clause (i) below to use, the Confidential Information only in connection with its investment in the Company and not for any other purpose (including to disadvantage competitively the Company, any of its Affiliates or any other Stockholder). The Stockholder further acknowledges and agrees that it shall not disclose any Confidential Information to any Person, except that Confidential Information may be disclosed:

(i) to such Stockholder's Representatives in the normal course of the performance of their duties or to any financial institution providing credit to such Stockholder;

(ii) such information becomes known to the public through no fault of such Stockholder;

(iii) to any Person to whom such Stockholder is contemplating a Transfer of its Company Securities; *provided*, that such Transfer would not be in violation of the provisions of this Agreement and such potential Transferee is advised of the confidential nature of such information and agrees to be bound by a confidentiality agreement consistent with the provisions hereof;

(iv) to the extent required by applicable law, rule or regulation (including complying with any oral or written questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process to which a Stockholder is subject; *provided* that such Stockholder agrees to give the Company prompt notice of such request(s), to the extent practicable, so that the Company may seek an appropriate protective order or similar relief (and the Stockholder shall cooperate with such efforts by the Company, and shall in any event make only the minimum disclosure required by such law, rule or regulation));

(v) such information was available or becomes available to such Stockholder before, on or after the date hereof, without restriction, from a source (other than the Company) without any breach of duty to the Company;

(vi) to any regulatory authority to which the Stockholder or any of its Affiliates is subject; *provided* that such authority is advised of the confidential nature of such information;

(vii) to the extent related to the tax treatment and tax structure of the transactions contemplated by this Agreement and in connection with the IPO (including all materials of any kind, such as opinions or other tax analyses that the Company, its Affiliates or its Representatives have provided to such Stockholder relating to such tax treatment and tax structure); *provided* that the foregoing does not constitute an authorization to disclose the identity of any existing or future party to the transactions contemplated by this Agreement and in connection with the IPO or their Affiliates or Representatives, or, except to the extent relating to such tax structure or tax treatment, any specific pricing terms or commercial or financial information;

(viii) to the extent required for the Stockholder to comply with tax or financial reporting requirements or audit of financial statements;

(ix) to the extent required in connection with the Stockholder's insurance policies; or

(x) if the prior written consent of the Board shall have been obtained.

Nothing contained herein shall prevent the use (subject, to the extent possible, to a protective order) of Confidential Information in connection with the assertion or defense of any claim by or against the Company or any Stockholder.

(b) "**Confidential Information**" means any information concerning the Company or any Persons that are or become its Subsidiaries (including trade secrets, pricing data, employee information, customer information, cost information, supplier information, financial and tax matters, third-party contract terms, inventions, know-how, processes, methods, models, technical information, schedules, code, ideas, concepts, data, software and business plans (regardless of whether such information is identified as confidential)) or the financial condition, business, operations or prospects of the Company or any such Persons in the possession of or furnished to any Stockholder (including by virtue of its present or former right to designate a director of the Company); *provided* that the term "Confidential Information" does not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by a Stockholder or its directors, officers, employees, stockholders, members, partners, agents, counsel, investment advisers or other representatives (all such persons being collectively referred to as "**Representatives**") in violation of this Agreement, (ii) was available to such Stockholder on a non-confidential basis prior to its disclosure to such Stockholder or its Representatives by the Company, (iii) becomes available to such Stockholder on a non-confidential basis from a source other than the Company after the disclosure of such information to such Stockholder or its Representatives by the Company, which source is (at the time of receipt of the relevant information) not, to the best of such Stockholder's knowledge, bound by a confidentiality agreement with (or other confidentiality obligation to) the Company or another Person or (iv) is independently developed by such Stockholder without violating any confidentiality agreement with, or other obligation of secrecy to, the Company.

Section 3.03. *Conflicting Agreements.* The Company and the Stockholder represents and agrees that it shall not grant any proxy or enter into or agree to be bound by any voting trust or agreement with respect to the Company Securities, or enter into any agreement or arrangement of any kind with any Person with respect to any Company Securities, in each case that is inconsistent with the provisions of this Agreement or for the purpose or with the effect of denying or reducing the rights of any other Stockholder under this Agreement.

Section 3.04. *Corporate Opportunities.* To the fullest extent permitted by applicable law, the Company, on behalf of itself and its Subsidiaries, waives and renounces any right, interest or expectancy of the Company and/or its Subsidiaries in, or in being offered an opportunity to participate in, business opportunities that are from time to time presented to or business opportunities of which the Stockholder or any of its officers, directors, agents, shareholders, members, partners, Affiliates and Subsidiaries (other than the Company and its Subsidiaries) (each, a “**Specified Party**”) gain knowledge, even if the opportunity is competitive with the business of the Company or its Subsidiaries or one that the Company or its Subsidiaries might reasonably be deemed to have pursued or had the ability or desire to pursue if granted the opportunity to do so and each such Specified Party shall have no duty (statutory, fiduciary, contractual or otherwise) to communicate or offer such business opportunity to the Company and, to the fullest extent permitted by applicable law, shall not be liable to the Company or any of its Subsidiaries for breach of any statutory, fiduciary, contractual or other duty, as a director or otherwise, by reason of the fact that such Specified Party pursues or acquires such business opportunity, directs such business opportunity to another person or fails to present or communicate such business opportunity, or information regarding such business opportunity, to the Company or its Subsidiaries. Notwithstanding anything in this Section 3.04 to the contrary, a Specified Party who is a director of the Company and who is offered a business opportunity for the Company or its Subsidiaries in his or her capacity solely as a director of the Company (a “**Directed Opportunity**”) shall be obligated to communicate such Directed Opportunity to the Company; *provided, however,* that all of the protections of this Section 3.04 shall otherwise apply to the Specified Parties with respect to such Directed Opportunity, including the ability of the Specified Parties to pursue or acquire such Directed Opportunity, directly or indirectly, or to direct such Directed Opportunity to another person.

ARTICLE 4 MISCELLANEOUS

Section 4.01. *Binding Effect; Assignability; Benefit.* (a) Except as otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the parties hereto and with respect to the Stockholder, those of its Permitted Assigns to whom the Stockholder has assigned or transferred all or part of this Agreement. Any Stockholder that ceases to Beneficially Own any Company Securities shall cease to be bound by the terms hereof (other than Sections 3.02, 4.02, 4.05, 4.06, 4.07, 4.08, 4.10 and 4.11).

(b) Neither the Company nor the Stockholder shall assign or transfer all or any part of this Agreement without the prior written consent of the other parties hereto; provided, however, that the Stockholder shall be entitled to assign, in whole or in part, to any of its Permitted Assigns without such prior written consent. Any such Permitted Assignee that shall become a party to this Agreement shall (unless already bound hereby) execute and deliver to the Company an agreement to be bound by this Agreement in the form of Exhibit A hereto and shall thenceforth be a "Stockholder."

(c) Nothing in this Agreement, expressed or implied, is intended to confer on any Person other than the parties hereto, and in the case of the Stockholder, any of its Permitted Assigns, and, in the case of the Company, any of its permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 4.02. *Notices*. All notices, requests and other communications to any party shall be in writing and shall be delivered in person, mailed by certified or registered mail, return receipt requested, or sent by email transmission so long as receipt of such email is requested and received:

if to the Company to:

1900 W. Field Court
Lake Forest, Illinois 60045
Attention: David Watson, General Counsel
Email: David.Watson@ReynoldsBrands.com

if to the Stockholder, to:

c/o Rank Group Limited
Floor 9, 148 Quay Street
Auckland, 1010 New Zealand
Attention: Helen Golding, Group Legal Counsel
Email: Helen.Golding@rankgroup.co.nz

with a copy to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Attention: Byron B. Rooney
Fax: (212) 701-5800
Email: Byron.Rooney@davispolk.com

All notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

Any Permitted Assignee that becomes a Stockholder shall provide its address, fax number and email address to the Company.

Section 4.03. *Term; Waiver; Amendment.* (a) This Agreement shall terminate as it relates to a Stockholder on the earlier to occur of: (i) such Stockholder ceases to Beneficially Own any Company Securities, and (ii) upon the delivery of a written notice by such Stockholder to the Company requesting that this Agreement terminate as it relates to such Stockholder (in each case, other than Sections 3.02, 4.02, 4.05, 4.06, 4.07, 4.08, 4.10 and 4.11)

(b) this Agreement may be amended, waived or otherwise modified only by a written instrument executed by the parties hereto. In addition, any party may waive any provision of this Agreement with respect to itself by an instrument in writing executed by the party against whom the waiver is to be effective. Except as provided in the preceding sentences, no action taken pursuant to this Agreement, including any investigation by or on behalf of any party, will be deemed to constitute a waiver by the party taking such action of compliance with any covenants or agreements contained herein. The waiver by any party hereto of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.

Section 4.04. *Fees and Expenses.* All costs and expenses incurred in connection with the preparation of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the party incurring such costs or expenses.

Section 4.05. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflicts of laws rules of such state.

Section 4.06. *Jurisdiction.* The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in the United States District Court for the Southern District of New York or any New York State court sitting in New York City, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and that any case of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of New York, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 4.02 shall be deemed effective service of process on such party.

Section 4.07. *WAIVER OF JURY TRIAL.* EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 4.08. *Specific Enforcement.* Each party hereto acknowledges that the remedies at law of the other parties for a breach or threatened breach of this Agreement would be inadequate and, in recognition of this fact, any party to this Agreement, without posting any bond, and in addition to all other remedies that may be available, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy that may then be available.

Section 4.09. *Counterparts; Effectiveness.* This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective upon completion of the IPO on the IPO Date; *provided*, that this Agreement shall be of no force and effect prior to the completion of the IPO. Until and unless each party has received a counterpart hereof signed by the other party hereto, this Agreement shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

Section 4.10. *Entire Agreement.* This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof. There are no agreements, representations, warranties, covenants or undertakings with respect to the subject matter hereof other than those expressly set forth herein. This Agreement supersedes all other prior agreements and understandings between the parties with respect to such subject matter; provided, however, nothing in this Agreement shall supersede any other agreement or understanding entered into in connection with the IPO.

Section 4.11. *Severability.* If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner so that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

THE COMPANY:

REYNOLDS CONSUMER PRODUCTS INC.

By: _____

Name:

Title:

THE STOCKHOLDER:

PACKAGING FINANCE LIMITED

By: _____

Name:

Title:

JOINDER TO STOCKHOLDERS AGREEMENT

This Joinder Agreement (this “**Joinder Agreement**”) is made as of the date written below by the undersigned (the “**Joining Party**”) in accordance with the Stockholders Agreement dated as of [] (as amended, amended and restated or otherwise modified from time to time, the “**Stockholders Agreement**”), as the same may be amended from time to time. Capitalized terms used, but not defined, herein shall have the meaning ascribed to such terms in the Stockholders Agreement.

The Joining Party hereby acknowledges, agrees and confirms that, by its execution of this Joinder Agreement, the Joining Party shall be deemed to be a party to the Stockholders Agreement as of the date hereof and shall have all of the rights and obligations of a “Stockholder” thereunder as if it had executed the Stockholders Agreement. The Joining Party hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Stockholders Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement as of the date written below.

Date: _____, _____, _____

[NAME OF JOINING PARTY]

By: _____

Name:

Title:

Address for Notices:

Acknowledged by:

REYNOLDS CONSUMER PRODUCTS INC.

By: _____

Name:

Title:

TRANSITION SERVICES AGREEMENT

TRANSITION SERVICES AGREEMENT (the “Agreement”) dated as of [•], 2019, between **Rank Group Limited**, a company organized under the laws of New Zealand (“Rank”), and **Reynolds Consumer Products Inc.**, a Delaware corporation, (the “Company” or “RCP”). Each Party or any of its Affiliates providing services hereunder shall be a “Provider,” and each Party or any of its Affiliates receiving services hereunder shall be a “Recipient.”

PRELIMINARY STATEMENT

A. Prior to the Commencement Date, the Company was a wholly owned subsidiary of Reynolds Group Holdings Limited, a company organized under the laws of New Zealand (“RGHL”) and a wholly owned Affiliate of Rank. Effective [*insert IPO date*] (the “Commencement Date”), RCP is undertaking an initial public offering of shares of common stock and thereafter the Company will no longer be a wholly owned affiliate of Rank.

B. In order to facilitate the separation of the Company and its Affiliates from Rank and its Affiliates, Rank will provide, or cause its Affiliates to provide, certain services to the Company and its Affiliates on the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. The following terms shall have the respective meanings set forth below throughout this Agreement:

“Affiliate” means, with respect to any person, any other person who directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such person. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise, and the terms “controlled” and “controlling” have meanings correlative thereto. For the avoidance of doubt, for the purposes of this Agreement and all exhibits thereto, the term Affiliate shall not apply to the relationship between Rank or RGHL or either of their respective Affiliates on the one hand and RCP and its direct and indirect subsidiaries on the other hand.

“Applicable Rate” means the average of the daily “prime rate” (expressed rate per annum) published in *The Wall Street Journal* for each of the days in the applicable period, plus two percent (2%).

“Business” means the manufacture and sale of consumer products including cooking products, waste & storage products, and tableware by the Company and activities ancillary thereto.

“Business Day” means any day that is not (i) a Saturday, (ii) a Sunday, or (iii) any other day on which commercial banks are authorized or required by law to be closed in the City of New York.

“Change” has the meaning set forth in Section 3.1(c).

“Commencement Date” has the meaning set forth in the preamble.

“Confidential Information” means any information of a Party, its Affiliates, members, licensors, consultants, service providers, advisors or agents that is confidential or proprietary, however recorded or preserved, whether written or oral. Confidential Information includes trade secrets, pricing data, employee information, customer information, cost information, supplier information, financial and tax matters, third-party contract terms, inventions, know-how, processes, methods, models, technical information, schedules, code, ideas, concepts, data, software and business plans (regardless of whether such information is identified as confidential).

“Dispute Negotiations” has the meaning set forth in Section 3.3(b).

“Fees” has the meaning set forth in Section 5.1.

“Force Majeure Event” has the meaning set forth in Section 10.1.

“Governmental Authority” means governmental or quasi-governmental entity of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal) or (iii) body exercising, or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature, including any arbitral tribunal.

“Indemnified Parties” has the meaning set forth in Section 9.1.

“Indemnifying Party” has the meaning set forth in Section 9.1.

“Law” means a law, statute, order, ordinance, rule, regulation, judgment, injunction, order, or decree.

“Litigation” means any action, cease and desist letter, demand, suit, arbitration proceeding, administrative or regulatory proceeding, citation, summons or subpoena of any nature, civil, criminal, regulatory or otherwise, in law or in equity.

“Losses” means any and all damages, liabilities, losses, obligations, claims of any kind, interest and expenses (including reasonable fees and expenses of attorneys).

“Party” means Rank or the Company, as applicable (collectively, the “Parties”).

“Personnel” means, with respect to any Party, (i) the employees, officers and directors of such Party or its Affiliates or (ii) agents, accountants, attorneys, independent contractors and other third parties engaged by such Party or its Affiliates.

“Provider” has the meaning set forth in the preamble.

“Recipient” has the meaning set forth in the preamble

“Rank Guarantees” means all guarantees extended by Rank or RGHL or its Affiliates on behalf of the Company.

“Rank Letters of Credit” means all letters of credit, performance bonds or other surety agreements that Rank or RGHL or its Affiliates have in place with respect to the Company.

“Sale and Services Taxes” has the meaning set forth in Section 5.5.

“Security Incident” has the meaning set forth in Section 4.1.

“Security Regulations” means a Party’s and its Affiliates’ system security policies, procedures and requirements, as amended from time to time.

“Service Coordinator” has the meaning set forth in Section 3.3(a).

“Service Standard” has the meaning set forth in Section 3.1(a).

“Services” means the Transition Services, unless the context requires otherwise.

“Systems” has the meaning set forth in Section 3.5.

“Tax” means any federal, state, local or foreign income, alternative, minimum, accumulated earnings, personal holding company, franchise, capital stock, profits, windfall profits, gross receipts, sales, use, value added, transfer, registration, stamp, premium, excise, customs duties, severance, environmental (including taxes under section 59A of the Code), real property, personal property, ad valorem, occupancy, license, occupation, employment, payroll, social security, disability, unemployment, workers’ compensation, withholding, estimated or other similar tax, duty, fee, assessment or other governmental charge or deficiencies thereof (including all interest and penalties thereon and additions thereto).

“Terminating Party” has the meaning set forth in Section 6.3.

“Term” has the meaning set forth in Section 6.1.

“Termination Date” has the meaning set forth in Section 6.1.

“Transition Services” has the meaning set forth in Section 2.1(a).

“TSA Records” has the meaning set forth in Section 7.1(a).

ARTICLE II SERVICES AND INTERNAL CONTROLS

Section 2.1 Services.

(a) During the applicable Term of any Service, and in accordance with the terms and conditions of this Agreement, Rank shall provide, or shall cause its Affiliates or, subject to Section 2.2, third parties to provide, to the Company or one or more of its Affiliates (in connection with the conduct of the Business) the services described on Exhibit A hereto (the “Transition Services”). Notwithstanding the content of Exhibit A, Rank agrees to consider in good faith to any reasonable request by the Company for access to any additional service that is necessary for the operation of the Business, at fees to be agreed upon after good faith negotiation between the

Parties. Rank will not be in breach of this Agreement if it declines to provide a requested additional service for any good faith reason, including the failure of the Parties to agree to the scope, term, and fee for the additional service. Any such additional services so provided by Rank shall constitute Services hereunder and be subject in all respects to the provisions of this Agreement as if fully set forth on Exhibit A as of the date hereof.

Section 2.2 Performance by Affiliates or Subcontractors. Either Party may, in its sole discretion, engage, or cause one of their Affiliates to engage, one or more parties (including other third parties or Affiliates) to provide some or all of the Services; provided, (i) such Party is using such Affiliate or third party to perform the same Services for itself and its Affiliates (to the extent applicable), (ii) such arrangement would not increase the cost to the Recipient for such Services, and (iii) if such third party is not already engaged with respect to such Service as of the date hereof, the Provider shall obtain the prior written consent of the Recipient (not to be unreasonably withheld). The Provider shall (x) be responsible for the performance or non-performance of any such parties and (y) in all cases remain responsible for ensuring that obligations with respect to the standards of Services set forth in Article III of this Agreement are satisfied with respect to any Services provided by such Affiliate or third party.

Section 2.3 Scope of Services. Other than as expressly set forth on Exhibit A, Section 2.1, or as agreed by the Parties in writing, in no event shall the Provider be obligated to provide any Service to the Recipient for any purpose other than to facilitate, on a transitional basis, the Recipient's ability to conduct business as conducted immediately preceding the date hereof.

Section 2.4 Internal Controls and Procedures. In addition to the requirements of Article III and Article VII herein, with respect to the Services provided by Rank and its Affiliates providing Services hereunder, certain of the Services may involve processes that directly or indirectly support financial information that the Company includes within its consolidated financial reports. The Company has an obligation to ensure that it has internal controls over financial reporting that comply with the Sarbanes-Oxley Act of 2002 and must also ensure that its external auditors can complete their necessary evaluation of the Company's internal controls over financial reporting in accordance with auditing standards issued by the U.S. Public Company Accounting Oversight Board. The Company and Rank and such Affiliates shall use reasonable commercial efforts to agree (i) what key controls over financial reporting will be performed by Rank and such Affiliates within the processes that directly or indirectly support financial information that the Company includes within its consolidated financial reports; (ii) the frequency as to the performance of the agreed key controls; and (iii) the form of documentation required to evidence the effective performance of the agreed key controls. Rank and its Affiliates will perform the agreed key controls and evidence such performance in the agreed format. The Company shall have the right, in a manner to avoid unreasonable interruption to Rank's or its Affiliates' business, to (1) evaluate the effectiveness of the key controls; and (2) upon at least thirty (30) days' written notice to Rank, perform (through its external auditor) audit procedures over Rank's internal controls and procedures for the Services provided under this Agreement; provided that such right to audit shall exist solely to the extent reasonably required by the Company's external auditors to ensure the Company's compliance with the Sarbanes-Oxley Act of 2002. The Company shall pay or reimburse all of Rank's expenses and costs arising from such audit. The performance of the agreed key controls, preparation of documentation, providing access to the Company or its delegate and the Company's auditors will be billed at the agreed rates as set forth on Exhibit A.

ARTICLE III
SERVICE LEVELS; SERVICE COORDINATORS; TSA COMMITTEE

Section 3.1 Quality of Services.

(a) The Provider shall perform the Services (i) at a level of quality substantially similar in all material respects to that at which such Services were performed or enjoyed during the twelve (12) month period prior to the date hereof and (ii) in accordance with applicable Law (collectively, (i) and (ii), the “Service Standard”). Subject to Section 3.1(c), internal controls of the Provider and its Affiliates with respect to the Service Standard shall remain materially the same in effect throughout the term of this Agreement. Each Party acknowledges that the other Party and their Affiliates are not professional service providers of the Services.

(b) In the event of any material failure of a Provider to perform the Services, as applicable, in accordance with the Service Standards, the Recipient shall provide the Provider with written notice of such material failure, and the Provider will use commercially reasonable efforts to remedy such failure as soon as reasonably possible and in the same manner that the Provider would remedy such a failure for their other businesses undergoing such a material failure.

(c) A Provider may, from time to time: (i) reasonably supplement, modify, upgrade, substitute or otherwise alter (“Change”) any Service in a manner consistent with Changes made with respect to similar services provided by the Provider on their own behalf or to their Affiliates, including taking any physical or information security measures with respect to such Service, in a manner that does not (x) adversely affect in any material respect the quality or availability of such Service or (y) materially increase the fees payable in connection with such Changed Service; provided that to the extent that any such Change is reasonably likely to modify, substitute or otherwise alter the receipt or use of such Service, the Provider shall provide the Recipient with reasonable advance written notice of the implementation of the Change to the extent practicable under the circumstances; provided, further, that the Service Standard shall continue to apply to such Service following any Change. If a Change is required by applicable Law or is in response to a threatened Security Incident, the Provider may make any and all changes to the Service necessary to comply with applicable Law and any changes thereto or to respond to such threatened Security Incident in a manner consistent with responses made by the Provider on its own behalf or in respect of their Affiliates; provided that the Provider shall provide the Recipient such reasonable advance written notice of the implementation of any such Change as may be practicable under the circumstances; and (ii) with reasonable advance written notice to the Recipient, temporarily suspend the provision of a Service as necessary to conduct Systems maintenance or patching without such suspension constituting a breach of the Service Standard.

(d) A Provider need not provide any Service if it is not permitted to do so by applicable Law. To the extent that any Service is not permitted pursuant to applicable Law, the Parties will cooperate in good faith to enter into arrangements reasonably acceptable to each of the Parties under which the Recipient would obtain the benefit of such Service to the same extent (or as nearly as practicable) as if such Service were permitted by applicable Law.

Section 3.2 Policies. Each Party shall, and shall cause any of its Affiliates or third parties providing or receiving Services (as the case may be) to, follow the reasonable policies, procedures and practices of the other Party and its Affiliates applicable to the Services that are known or made known to such Party. A failure of a Recipient to act in accordance with this Section 3.2 that prevents a Provider from providing a Service hereunder shall, upon reasonable advance written notice to the Recipient (where practicable), relieve the Provider of its obligations under the Service until such time as the failure has been cured.

Section 3.3 Service Coordinators and Dispute Resolution.

(a) Rank and the Company shall each nominate a representative to act as the primary contact person with respect to the performance of the Services (each, a "Service Coordinator"). Unless otherwise agreed upon by the Parties, the Parties shall direct all initial communications relating to this Agreement and the Services to the Service Coordinators. The initial Service Coordinators for Rank and the Company, including their contact information, are set forth on Exhibit B. Either Party may replace its Service Coordinator at any time by providing notice and contact information for the newly designated Service Coordinator in accordance with Section 10.5. The Service Coordinators shall oversee the implementation and ongoing operation of this Agreement. The Parties shall ensure that their respective Service Coordinators shall meet in person or telephonically at such times as are reasonably requested by Rank or the Company to review and discuss the status of, and any issues arising in connection with, the Services or this Agreement.

(b) In the event a dispute arises between the Parties under this Agreement, telephonic negotiations shall be conducted between the Parties' respective Service Coordinators within ten (10) days following a written request from any Party ("Dispute Negotiations"). If the Service Coordinators are unable to resolve the dispute within ten (10) days after the Parties have commenced Dispute Negotiations, then either Rank or the Company, by written request to the other Party, may request that such dispute be referred for resolution to the respective presidents (or similar position) of the divisions implicated by the matter for the Parties, or more senior executive of a Party if such Party so designates, which presidents (or other executives) will have fifteen (15) days to resolve such dispute. If the presidents of the relevant divisions (or other executives) for each Party do not agree to a resolution of such dispute within fifteen (15) days after the reference of the matter to them, or if the dispute is not otherwise resolved in a friendly manner as set forth in this Section 3.3, then any unresolved dispute may be resolved pursuant to Section 10.8.

Section 3.4 Limitation of Services Provided. Except to the extent required to meet the Service Standards, in providing the Services, the Parties are not obligated to: (i) hire any additional employees; (ii) maintain the employment of any specific employee; (iii) purchase, lease or license any additional equipment or software; or (iv) make any capital investment to provide or continue providing the Services. The Parties have no responsibility to verify the correctness of any information given to them on behalf of the other Party for the purposes of providing the Services.

Section 3.5 Third Party Licenses and Consents. The Parties will cooperate and assist each other, and use commercially reasonable efforts, to obtain, or direct its Affiliates to obtain, any third party consents required under the terms of any agreement between a Party or any of its Affiliates, on the one hand, and a third party, on the other hand, in order for a Party or its

Affiliates to provide the Services during the Term. Notwithstanding the foregoing, if the provision of any Service as contemplated by this Agreement requires the consent, license or approval of any third party not previously obtained, the Parties shall use commercially reasonable efforts, to obtain as promptly as possible after the Commencement Date, any third party consents, permits, licenses and approvals required under the terms of any third party agreement in order for the Provider to provide the Services hereunder. The cost of obtaining any consent, permit, license or approval with respect to any Service shall be borne by the Recipient of the relevant Services. If any such consent, permit, license or approval is not obtained, the Parties will cooperate in good faith to enter into reasonably acceptable arrangements under which the Recipient would obtain the benefit of such Service to the same extent (or as nearly as practicable) as if such consent were obtained (at Recipient's cost), and each Party will continue to use commercially reasonable efforts to obtain any such required consent or amendment. The Parties acknowledge that it may not be practical to try to anticipate and identify every possible legal, regulatory, and logistical impediment to the provision of Services hereunder. Accordingly, each Party will promptly notify the other Party if it reasonably determines that there is a legal, regulatory, or logistical impediment to the provision of any Service, and the Parties shall each use commercially reasonable efforts to overcome such impediments so that the Services may be provided otherwise in accordance with the terms of this Agreement. All computer systems or software ("Systems"), data, facilities and other resources owned by a Party, its Affiliates or third parties used in connection with the provision or receipt of the Services, as applicable, shall remain the property of such Party, its Affiliates or third parties.

ARTICLE IV SECURITY; SYSTEMS

Section 4.1 Security Breaches. If any Party discovers (a) any material breach of the Security Regulations or of the systems used to provide the Services or (b) any breach or threatened breach of the Security Regulations that involves or may reasonably be expected to involve unauthorized access, disclosure or use of the other Party's or its Affiliates' Confidential Information (each of (a) and (b), a "Security Incident"), such Party shall, at the cost of the Party responsible for the Security Incident, (i) promptly (both orally, if practicable, and in any event in writing) notify the other Party of the Security Incident and (ii) reasonably cooperate with the other Party (1) to take commercially reasonable measures necessary to control and contain the security of such Confidential Information, (2) to remedy any such Security Incident, including using commercially reasonable efforts to identify and address any root causes for such Security Incident, (3) to furnish full details of the Security Incident to the other Party and keep such other Party advised of all material measures taken and other developments with respect to such Security Incident, (4) in any litigation or formal action with third parties or in connection with any regulatory, investigatory or other action of any Governmental Authority and (5) in notifying the other Party's or its Affiliates' customers and Personnel and other persons of the Security Incident to the extent reasonably requested by the other Party.

Section 4.2 Systems Security.

(a) If Rank, the Company, their Affiliates or their respective Personnel receive access to any of Rank's, the Company's, or their respective Affiliates', as applicable, Systems in connection with the Services, the accessing Party or its Personnel, as the case may be, shall comply with all of such other Party's and its Affiliates' reasonable Security Regulations known to such accessing Party or its Personnel or made known to such accessing Party or its Personnel in writing, and will not tamper with, compromise or circumvent any security, Security Regulations or audit measures employed by such other Party or its relevant Affiliate.

(b) Each Party shall, and shall cause its Affiliates to, as required by applicable Law, (i) ensure that only those of its Personnel who are specifically authorized to have access to the Systems of the other Party or its Affiliates gain such access and (ii) prevent unauthorized access, use, destruction, alteration or loss of information contained therein, including by notifying its Personnel regarding the restrictions set forth in this Agreement and establishing appropriate policies designed to effectively enforce such restrictions.

(c) Each Party shall, and shall cause their respective Affiliates to, access and use only those Systems of the other Party and its Affiliates, and only such data and information within such Systems, to which they have been granted the right to access and use. Any Party and its Affiliates shall have the right to deny the Personnel of the other Party or its Affiliates access to such first Party's or its Affiliates' Systems, after prior written notice and consultation with the other Party, in the event the Party reasonably believes that such Personnel pose a security concern.

Section 4.3 Viruses. The Provider and the Recipient shall each use its commercially reasonable efforts consistent with its past practices to prevent the introduction or coding of viruses or similar items into the Systems of the other Party. Without limiting the rights and remedies of any Party hereunder, in the event a virus or similar item is introduced into the Systems of a Party, whether or not such introduction is attributable to the other Party (including such other Party's failure to perform its obligations under this Agreement), the other Party shall, as soon as practicable, use its commercially reasonable efforts to assist such Party in reducing the effects of the virus or similar item, and if the virus or similar item causes a loss of operational efficiency or loss of data, upon such Party's request, work as soon as practicable to contain and remedy the problem and to restore lost data resulting from the introduction of such virus or similar item.

Section 4.4 Providers' Software. Except as authorized by this Agreement or by the Provider's express written consent, the Recipient shall not, and shall cause its Affiliates not to, copy, modify, reverse engineer, decompile or in any way alter any software of the Provider or any of its Affiliates.

Section 4.5 System Upgrades. No Provider shall be required to purchase, upgrade, enhance or otherwise modify any Systems used by any Recipient as of the date hereof in connection with the business of any Party, or to provide any support or maintenance services for any Systems that have been upgraded, enhanced or otherwise modified from the Systems that are used in connection with the business of any Party as of the date hereof.

ARTICLE V FEES

Section 5.1 Fees. The Recipient shall pay the Provider (i) the fee for each Service set forth on Exhibit A, (ii) the Providers' and their Affiliates' reasonable and documented out-of-pocket expenses incurred in providing the Services, including the third-party fees and expenses that are charged to the Recipient or their Affiliates in connection with provision of the Services (including any fees and expenses charged by subcontractors permitted to provide the Services under Section 2.2) but excluding payments made to employees of the Provider or any of their Affiliates pursuant to Section 5.2, and (iii) any other fees as agreed to by the Parties in writing (collectively, the "Fees").

Section 5.2 Responsibility for Wages and Fees. Any employees of the Provider or any of their Affiliates providing Services to the Recipient under this Agreement will remain employees of the Provider or such Affiliate and shall not be deemed to be employees of the Recipient for any purpose. The Provider or such Affiliate shall be solely responsible for the payment and provision of all wages, bonuses and commissions, employee benefits, including severance and worker's compensation, and the withholding and payment of applicable Taxes relating to such employment.

Section 5.3 Invoices. The Provider shall submit or cause to be submitted to the Recipient in writing, within 15 days after the end of each month, an invoice setting forth the Fees for the Services provided to the Recipient during such month in reasonable detail, as applicable, due under such invoice.

Section 5.4 Payment. The Recipient shall pay, or cause to be paid, the Fees shown on an invoice no later than the last business day of the month Recipient received such invoice unless disputed in accordance with Section 5.7. Any amount not received from the invoiced Party within such period shall bear interest at the Applicable Rate, from and including the last date of such period to, but excluding, the date of payment.

Section 5.5 Sales Tax, Etc. The Provider shall be entitled to invoice and collect from the Recipient any additional amounts required for state, local and foreign sales Tax, value added Tax, goods and services Tax or similar Tax with respect to the provision of the Services hereunder, as applicable ("Sale and Services Taxes"). Notwithstanding the previous sentence, if the Recipient is exempt from liability for such Sale and Services Taxes, it shall provide the Provider with a certificate (or other proof) evidencing an exemption from liability for such Sale and Services Taxes. The Provider shall be responsible for any losses (including any deficiency, interest and penalties) imposed as a result of a failure to timely remit such Sale and Services Taxes to the applicable tax authority to the extent the Recipient timely remits such Sale and Services Taxes to the Provider, or the Provider's failure to do so results from the Provider's failure to timely charge or invoice such Sale and Services Taxes. The Recipient shall be entitled to any refund of any such Sale and Services Taxes paid in excess of liability as determined at a later date. The Provider shall promptly notify the Recipient of any deficiency claim or similar notice by a tax authority with respect to Sale and Services Taxes payable hereunder, and of any pending audit or other proceeding that could lead to the imposition of Sales and Services Taxes payable hereunder.

Section 5.6 No Offset. The Recipient shall not withhold any payments due under this Agreement in order to offset payments due (or to become due) to the Recipient pursuant to this Agreement unless such withholding is mutually agreed to by the Parties in writing or is provided for in the final ruling of a court. Any required adjustment to payments due hereunder will be made as a subsequent invoice.

Section 5.7 Invoice Disputes. In the event of an invoice dispute, the disputing Party shall deliver a written statement to the other Party no later than the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed shall be deemed accepted and shall be paid, notwithstanding disputes on other items, within the period set forth in Section 5.4. The Parties shall seek to resolve all such disputes expeditiously and in good faith. The Provider shall continue performing the Services in accordance with this Agreement pending resolution of any dispute.

Section 5.8 Audit. At the request of the Recipient, the Provider shall provide to the Recipient and its Affiliates reasonable access to the Provider's applicable Personnel and records with respect to the amount charged in connection with any Service so that the Recipient may confirm that the pass through costs incurred by the Provider or, to the extent such Service is provided on an hourly basis, information related to hours worked in connection with such Service are commensurate with the amount charged to the Recipient for such Service. In the event the Recipient believes that the amount charged to the Recipient materially exceeds the pass through costs actually incurred by the Provider or hours charged in connection with such Service, the Parties shall review such matter in good faith.

ARTICLE VI TERM AND TERMINATION

Section 6.1 Term of Services. With respect to each of the Services, the term thereof will be for a period commencing as of the date hereof, unless a different date is specified as the commencement date for any applicable Service on Exhibit A (either, a "Commencement Date"), and shall continue until 24 months following the Commencement Date unless (i) such other date as is specified as the termination date for any applicable Service in this Agreement or on Exhibit A (the "Term") or (ii) earlier terminated pursuant to this Agreement (a "Termination Date").

Section 6.2 Termination of Services. Except as agreed by the Parties in writing or as otherwise stated in Exhibit A, the Company may terminate for convenience any Transition Service upon 30 days' prior written notice of such termination. Upon termination of any Service pursuant to this Section 6.2, the Company's obligation to pay for such Service will cease except any sums accrued or due as of the date of such early termination for Services rendered (which shall include a pro rata portion of any fees applicable to the current period in which such Services are being performed if the applicable fee is determined on a period by period basis as set forth on Exhibit A). The provisions of this Section 6.2 shall apply *mutatis mutandis* with respect to any assignment of this Agreement subject to Section 10.10(b) and the Parties will negotiate in good faith regarding fee allocations and, if necessary, early termination or partial termination of any Services.

Section 6.3 Termination of Agreement. This Agreement shall terminate when the Termination Date has occurred for all Services. In addition, this Agreement may be terminated by either Party (the "Terminating Party") upon written notice to the other Party (which notice, in case of material breach, shall specify the basis for such claim for breach), if:

(a) the other Party or its Affiliates materially breaches this Agreement and such breach is not cured, to the reasonable satisfaction of the Terminating Party, within thirty (30) days of written notice thereof, it being understood that a good-faith dispute over an invoice or Service shall not constitute a material breach of this Agreement; or

(b) the other Party files for bankruptcy or similar proceeding, is the subject of an involuntary filing for bankruptcy or similar proceeding (not dismissed within sixty (60) days), makes a general assignment of all or substantially all of its assets for the benefit of creditors, becomes or is declared insolvent, becomes the subject of any proceedings (not dismissed within sixty (60) days) related to its liquidation, insolvency, bankruptcy or the appointment of a trustee or a receiver, takes any corporate action for its winding up or dissolution, or a court approves reorganization proceedings on such Party.

Section 6.4 Effect of Termination. Upon any termination or expiration of this Agreement or any Service provided hereunder:

(a) each Party shall, and shall cause its Affiliates to, as soon as practicable, return to the other Party any equipment, books, records, files and other property, not including current or archived copies of computer files, of the other Party, its Affiliates and their respective third-party service providers, that is in the Party's or its Affiliates' possession or control (and, in case of termination of one or more specific Services, only the equipment, books, records, files and other property, not including current or archived copies of computer files, that are used in connection with the provision or receipt solely of such Services and of no other Services); and

(b) the intellectual property license granted by Section 8.2 shall terminate; provided, however, that in the case of termination of a specific Service, such license shall terminate only to the extent such license was necessary for the provision or receipt of such Service and is not necessary for any other Service that has not yet terminated.

Section 6.5 Survival. The following Articles and Sections shall survive the termination or expiration of this Agreement, including the rights and obligations of each Party thereunder: Article I; Article V; this Article VI; Article VII; Article IX; and Article X.

ARTICLE VII BOOKS AND RECORDS

Section 7.1 TSA Books and Records.

(a) The Parties shall, and shall cause each of their respective Affiliates to, take reasonable steps to maintain books and records of all material transactions pertaining to, and all data used by it, in the performance of the Services (the "TSA Records"). The TSA Records shall be maintained (a) in a format substantially similar to the format such books and records are maintained as of the date hereof, (b) in accordance with any and all applicable Laws, and (c) in accordance with the maintaining Party's business record retention policies.

(b) Each Party shall make the TSA Records it maintains available to the other Party and its Affiliates and their respective auditors or other representatives, and in any event to any Governmental Authority, during normal business hours on reasonable prior notice (it being understood that TSA Records that are not stored on a Party's regular business premises will require additional time to retrieve), for review, inspection, examination and, at the reviewing Party's reasonable expense, reproduction. Access to such TSA Records shall be exercised by a Party and its Affiliates and their authorized representatives in a manner that shall not interfere unreasonably with the normal operations of the Party maintaining the TSA Records. In connection with such review of TSA Records, and upon reasonable prior notice, a reviewing Party and its Affiliates shall have the right to discuss matters relating to the TSA Records with the employees of the Party or its Affiliates who are maintaining the relevant TSA Records and providing the Services, as applicable, during regular

business hours and without undue disruption of the normal operations of such maintaining and providing Party or its Affiliates. Neither Party shall have access to any TSA Records, and neither Party shall be required to provide access or disclose information, when such access or disclosure would jeopardize any attorney-client privilege or violate any applicable Law (provided that such party shall use commercially reasonable efforts to provide such access or share such information in a manner that would not jeopardize any such privilege or violate any such Law). Each Party's rights under this Section 7.1(b) shall continue for so long as TSA Records are required to be maintained by the other Party under Section 7.1(a).

Section 7.2 Access to Information; Books and Records.

(a) On and after the Commencement Date, Rank shall, and shall cause its Affiliates to, until the 7th anniversary of the Commencement Date, afford to RCP and its employees and authorized representatives during normal business hours reasonable access to their books of account, financial and other records (including accountant's work papers), information, employees and auditors at the Company's expense to the extent necessary or useful for the Company in connection with any audit, investigation, or dispute or Litigation (other than any Litigation involving a dispute between the Parties) or any other reasonable business purpose relating to the Business; provided that any such access by RCP shall not unreasonably interfere with the conduct of the business of Rank and its Affiliates.

(b) After the Commencement Date, RCP shall, and shall cause its Affiliates to, until the 7th anniversary of the date on which Rank and its Affiliates own less than 10% of the capital stock in RCP (i) afford to Rank and its Affiliates and their respective employees and authorized representatives reasonable access to RCP's employees and auditors, (ii) retain all books, records (including accountant's work papers), and other information and documents pertaining to the Business (iii) afford access to and make available for inspection and copying by Rank (at Rank's expense) during normal business hours, in each case so as not to unreasonably interfere with the conduct of the Business by RCP or its Affiliates, their books of account, financial and other records (including accountant's work papers), and such other information (A) as may be required by any Governmental Authority, including pursuant to any applicable Law or regulatory request or prepare to file any Tax related documentation, (B) as may be necessary for Rank or its Affiliates in connection with their ongoing financial reporting, accounting or other purpose related to Rank and its Affiliates' affiliation with the Company, or (C) as may be necessary for Rank or its Affiliates to perform their respective obligations pursuant to this Agreement or in connection with any Litigation (other than any Litigation involving a dispute between the Parties), in each case subject to compliance with all applicable privacy Laws.

(c) Notwithstanding anything to the contrary in this Section 7.2, the Party granting access under Section 7.2(a) or Section 7.2(b) may withhold any document (or portions thereof) or information (i) that is subject to the terms of a non-disclosure agreement with a third party (provided that such party shall use commercially reasonable efforts to share such information in a manner that would not violate any such obligation), (ii) that may constitute privileged attorney-client communications or attorney work product and the transfer of which, or the provision of access to which, as reasonably determined by such Party's counsel, constitutes a waiver of any such privilege (provided that such party shall use commercially reasonable efforts to share

such information in a manner that would not jeopardize any such privilege), or (iii) if the provision of access to such document (or portion thereof) or information, as determined by such Party's counsel, would reasonably be expected to conflict with applicable Laws.

Section 7.3 Non-Disclosure Agreements. To the extent that any third-party proprietor of information or software to be disclosed or made available to a Recipient in connection with performance of the Services requires a specific form of non-disclosure agreement as a condition of such third party's consent to use the same for the benefit of the Recipient or to permit the Recipient access to such information or software, each Party shall, or shall cause its relevant Affiliate to, as a condition to the receipt of such portion of the Services, execute (and shall cause its Personnel to execute, if reasonably required) any such form.

Section 7.4 Confidential Information.

(a) Each Party agrees to take the necessary steps to protect any Confidential Information of the other Party with at least the same degree of care that the receiving Party uses to protect its own confidential or proprietary information of like kind, but not less than reasonable care. Neither Party shall use the other Party's Confidential Information other than to perform Services pursuant to this Agreement or pursuant to Section 7.2 herein. The obligation of confidentiality hereunder shall not apply to information that (i) was already in the possession of the receiving Party without restriction on its use or disclosure prior to the receipt of the information from the disclosing Party, (ii) is or becomes available to the general public through no act or fault of the receiving Party, (iii) is rightfully disclosed to the receiving Party by a third party without restriction on its use or disclosure, (iv) is independently developed by employees and/or consultants of the receiving Party who have not had access to the disclosing Party's Confidential Information, (v) is disclosed to the receiving Party after the receiving Party properly gave notice to the disclosing Party that the receiving Party no longer desired to receive any additional Confidential Information from the disclosing Party, or (vi) is required to be disclosed pursuant to judicial or governmental decree or order, provided that the disclosing Party is, where permitted, given prompt written notice of and the opportunity to defend against disclosure pursuant to such decree or order.

(b) Upon any termination or expiration of this Agreement, at the written request of the other Party, each Party shall, and shall cause any of its Affiliates or third-party vendors used in connection with the provision or receipt of the Services to, deliver to the other Party (i) all records and data (including backup tapes, records and related information) received, computed, developed, processed and stored by it hereunder in a readable format reasonably acceptable to the other Party, and (ii) all other Confidential Information of such other Party, but excluding, in each case, (1) any information stored electronically in a back-up file pursuant to the receiving Party's customary electronic back-up practices which may be retained by such Party solely for archival purposes and subject to the continuing confidentiality obligations set forth herein, and (2) any information obtained pursuant to Section 7.2 herein; provided that, in lieu of delivering all of the foregoing to the other Party, the relevant delivering Party may confirm in writing that it has destroyed, or has caused Rank or the Company, as the case may be, to destroy, all of the foregoing.

ARTICLE VIII INTELLECTUAL PROPERTY

Section 8.1 Ownership of Intellectual Property. Any intellectual property owned by a Party, its Affiliates or third-party vendors and used in connection with the provision or receipt of the Services, as applicable, shall remain the property of such Party, its Affiliates, or third-party vendors.

Section 8.2 License. Each Party grants, and shall cause its Affiliates to grant, to the other Party and its Affiliates, a royalty-free, non-exclusive, non-transferable, worldwide license, during the Term, to use the intellectual property owned by such Party or its Affiliates (but excluding any trademarks) only to the extent necessary for the other Party and its Affiliates to provide or receive the Services, as applicable. Other than the license granted to a Party and its Affiliates pursuant to the preceding sentence, neither Party nor its Affiliates shall have any right, title or interest in the intellectual property owned by the other Party or its Affiliates.

ARTICLE IX REMEDIES

Section 9.1 Indemnification. Subject to the limitations set forth in this Article IX, each Party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other Party and its Affiliates and its and their respective directors, officers, employees, agents, representatives, successors and permitted assigns (collectively, the "Indemnified Parties") from and against all Losses imposed upon or incurred by an Indemnified Party to the extent arising out of or resulting from the Indemnifying Party's or its Affiliates' material breach of this Agreement, except to the extent that such Losses are primarily caused by the Indemnified Party.

Section 9.2 Exclusive Remedy. The indemnities provided for in Section 9.1 shall be the sole and exclusive monetary remedy of the Parties hereto and their Affiliates and their respective officers, directors, employees, agents, representatives, successors and permitted assigns for any breach of or inaccuracy in any representation or warranty, or any breach, nonfulfillment or default in the performance of any of the covenants or agreements contained in this Agreement, and the Parties shall not be entitled to a rescission of this Agreement or to any further indemnification rights or claims of any nature whatsoever in respect thereof (including any common law rights of contribution), all of which the Parties hereto hereby waive.

Section 9.3 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, (A) NO PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE MATERIALS AND SERVICES, AS APPLICABLE, PROVIDED HEREUNDER, AND ALL SUCH MATERIALS AND SERVICES, AS APPLICABLE, ARE PROVIDED ON AN "AS IS" BASIS AND (B) EACH PARTY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

Section 9.4 Limitations.

(a) IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS OR LOST REVENUES THAT THE OTHER PARTY MAY INCUR BY REASON OF ITS HAVING

ENTERED INTO OR RELIED UPON THIS AGREEMENT, OR IN CONNECTION WITH ANY OF THE SERVICES PROVIDED HEREUNDER OR THE FAILURE THEREOF, REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES ARE ASSERTED, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME OTHER THAN TO THE EXTENT AWARDED IN A THIRD PARTY CLAIM.

(b) EXCEPT WITH RESPECT TO A MATERIAL BREACH CONSTITUTING WILLFUL MISCONDUCT BY A PROVIDER, REPEAT PERFORMANCE OF A SERVICE BY THE PROVIDER OR REFUND OF THE FEES PAID FOR A SERVICE SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE SERVICES STANDARD FOR SUCH SERVICE.

(c) IN NO EVENT SHALL A PARTY'S LIABILITY IN RELATION TO SERVICES PROVIDED UNDER THIS AGREEMENT EXCEED THE FEES PAID TO IT UNDER THIS AGREEMENT FOR THE SPECIFIC SERVICE THAT RESULTED IN THE LOSS.

Section 9.5 Insurance. Each Party shall obtain and maintain, for the Term (i) commercial general liability insurance with a single combined liability limit of at least \$5,000,000 per occurrence, (ii) workers compensation/employer's liability insurance with a liability limit of at least \$1,000,000 per occurrence or, if greater, the statutory minimum, and (iii) "all risk" property insurance on a replacement cost basis adequate to cover all assets and business interruption Losses that a Party may suffer in connection with or arising out of this Agreement, subject to policy limits and, in the case of the policies described in clause (i) above, naming the other Party as an additional insured thereunder. Upon request, each Party shall provide the other Party a certificate of insurance as proof of insurance coverage.

ARTICLE X MISCELLANEOUS

Section 10.1 Force Majeure. In the event that a Party is wholly or partially prevented from, or delayed in, providing one or more Services, or one or more Services are interrupted or suspended, by reason of events beyond their reasonable control, which by their nature were not foreseen, or, if it was foreseen, was not reasonably avoidable, including acts of God, act of Governmental Authority, act of the public enemy or due to fire, explosion, accident, floods, embargoes, epidemics, war, acts of terrorism, nuclear disaster, civil unrest or riots, civil commotion, insurrection, severe or adverse weather conditions, lack of or shortage of adequate electrical power, malfunctions of equipment or software (each, a "Force Majeure Event"), such Party shall promptly give notice of any such Force Majeure Event to the other Party and shall indicate in such notice the effect of such event on their ability to perform hereunder and the anticipated duration of such event. The Party whose performance is affected by the Force Majeure Event shall not be obligated to deliver or cause to be delivered the affected Services during such period, and the applicable Party shall not be obligated to pay during such period for any affected Services not delivered. For the duration of a Force Majeure Event, the Party whose performance is affected by the Force Majeure Event shall, and shall cause their relevant Affiliates to, minimize to the extent practicable the effect of the Force Majeure Event on their obligations hereunder and use commercially reasonable efforts to avoid or remove such Force Majeure Event and to resume delivery of the affected Services with the least delay practicable.

Section 10.2 Authority. A Provider shall not be permitted to bind a Recipient or any of its Affiliates or enter into any agreements (oral or written), contracts, leases, licenses or other documents (including the signing of checks, notes, bills of exchange or any other document, or accessing any funds from any bank accounts of the Recipient or any of its Affiliates) on behalf of the Recipient or any of its Affiliates except with the express prior written consent of the Recipient, which consent may be given from time to time as the need arises and for such limited purposes as expressed therein.

Section 10.3 Specific Performance. The Parties shall be entitled to seek an injunction to prevent actual or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, this being in addition to any other remedy to which they are entitled at law or in equity. For the avoidance of doubt, nothing contained herein shall prevent a Party from seeking damages (to the extent permitted herein) in the event that specific performance is not available.

Section 10.4 Status of Parties. This Agreement is not intended to create, nor will it be deemed or construed to create, any relationship between Rank and its Affiliates, on the one hand, and the Company and its respective Affiliates, on the other hand, other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither Rank and its Affiliates, on the one hand, nor the Company and its Affiliates, on the other hand, shall be construed to be the agent of the other.

Section 10.5 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given by delivery in person, via email (followed by overnight courier), or by registered or certified mail (postage prepaid, return receipt requested) to the other Party hereto as follows:

if to the Company,

Reynolds Consumer Products Inc.
1900 W. Field Court
Lake Forest, IL 60045
Attention: David Watson
Email: David.Watson@reynoldsbrands.com

if to Rank,

Rank Group Limited
Level Nine
148 Quay Street
P.O. Box 3515
Auckland, New Zealand
Attention: Helen Golding
Email: helen.golding@rankgroup.co.nz

or such other address or email as such party may hereafter specify for the purpose by notice to the other Party hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. on a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt. Notwithstanding the foregoing, normal business communications with respect to the Services may be given by the Parties by whatever means are usual and appropriate for such types of communications.

Section 10.6 Entire Agreement. This Agreement, including all Exhibits, constitute the sole and entire agreement and supersede all prior agreements, understandings and representations, both written and oral, between the Parties with respect to the subject matter hereof provided, however, nothing in this Agreement shall supersede any other agreement or understanding entered into in connection with the initial public offering of the Company.

Section 10.7 Waivers and Amendments; Non-Contractual Remedies; Preservation of Remedies. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of the amendment, modification, discharge or waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Neither the waiver by any of the Parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure by any of the Parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any Party may otherwise have at law or in equity.

Section 10.8 Governing Law, etc.

(a) This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the Laws of the State of Illinois, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the Laws of another jurisdiction. Each of the Parties hereto submits to the jurisdiction of any state or federal court sitting in Lake County, Illinois, in any action or proceeding arising out of or relating to this Agreement, agrees to bring all claims under any theory of liability in respect of such action or proceeding exclusively in any such court and agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the Parties hereto waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto. Each Party hereto agrees that service of summons and complaint or any other process that might be served in any action or proceeding may be made on such Party by sending or delivering a copy of the process to the Party to be served at the address of the Party and in the manner provided for the giving of notices in Section 10.5. Nothing in this Section 10.8, however, shall affect the right of any Party to serve legal process in any other manner permitted by Law. Each Party hereto agrees that a final, non-appealable judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by Law.

(b) The Parties each hereby waive, to the fullest extent permitted by Law, any right to trial by jury of any claim, demand, action, or cause of action (i) arising under this Agreement or (ii) in any way connected with or related or incidental to the dealings of the Parties hereto in respect of this Agreement or any of the transactions

related hereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity, or otherwise. The Parties to this Agreement each hereby agree and consent that any such claim, demand, action, or cause of action shall be decided by court trial without a jury and that the parties to this Agreement may file an original counterpart of a copy of this Agreement with any court as written evidence of the consent of the Parties hereto to the waiver of their right to trial by jury.

Section 10.9 Further Assurances. Each Party covenants and agrees that, without any additional consideration, it shall execute and deliver, or shall cause its Affiliates to execute and deliver, such documents and other papers and shall take, or shall cause its Affiliates to take, such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated by this Agreement.

Section 10.10 Assignment. No Party may assign this Agreement, or any of its rights or obligations under this Agreement (whether by operation of Law or otherwise), without the prior written consent of the other Party (not to be unreasonably withheld or delayed); provided, that notwithstanding the foregoing, any Party may assign any or all of its rights or obligations under this Agreement without requiring the consent of the other Party if the Agreement is assigned to: (a) its Affiliates, (b) a purchaser of: (i) one or more of its Affiliates that is a Provider or Recipient under this Agreement; (ii) all or substantially all of the business or assets of one or more of its Affiliates that is a Provider or Recipient under this Agreement; or (iii) all or substantially all of such Party's business or assets, or (c) its financing sources solely for collateral purposes, in each case so long as the assignee agrees to be bound by the terms of this Agreement. Any permitted assignment shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and permitted assigns. Any attempted assignment of this Agreement, or the rights or obligations herein, not in accordance with the terms of this Section 10.10 shall be void.

Section 10.11 Letters of Credit and Guarantees. Rank and the Company shall use commercially reasonable efforts to cause all Rank Letters of Credit and Rank Guarantees, in each case with respect to the Company, to be canceled or terminated, as of the Commencement Date such that Rank and its Affiliates shall be released and have no further obligation or liability (contingent or otherwise) under such Rank Letters of Credit or Rank Guarantees (to the extent applicable to the Company) from and after the Commencement Date. With respect to any Rank Letters of Credit or Rank Guarantees not terminated at the Commencement Date, RCP shall use commercially reasonable efforts to replace, cash collateralize or otherwise "backstop" such Rank Letters of Credit and Rank Guarantees at or prior to the Commencement Date. Following the Commencement Date, RCP shall indemnify Rank and its Affiliates against any and all losses suffered or incurred in connection with the Company under the Rank Letters of Credit or Rank Guarantees.

Section 10.12 Severability. If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, all other provisions of this Agreement shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon any such determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 10.13 Interpretation.

(a) The Parties acknowledge and agree that, except as specifically provided herein, they may pursue judicial remedies at law or equity in the event of a dispute with respect to the interpretation or construction of this Agreement.

(b) This Agreement shall be interpreted and enforced in accordance with the provisions hereof without the aid of any canon, custom or rule of law requiring or suggesting constitution against the Party causing the drafting of the provision in question.

Section 10.14 No Third-Party Beneficiaries. Other than the rights granted to the Indemnified Parties under Section 9.1, nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted novates, transferees and assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

Section 10.15 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by emailed scanned pages shall be effective as delivery of a manually executed counterpart to this Agreement.

Section 10.16 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 10.17 Order of Precedence. In the event of any conflict between the provisions of any Exhibit and the other provisions of this Agreement, the other provisions of this Agreement shall govern, except to the extent that the relevant provision of the Exhibit expressly identifies the provision of this Agreement it supersedes and expressly indicates that such provision is being superseded or this Agreement expressly indicates that the Exhibit governs.

[Signature page follows]

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

Rank Group Limited

By: _____
Name:
Title:

Reynolds Consumer Products Inc.

By: _____
Name:
Title:

EXHIBIT A

Transition Services

Section A: Financial Services

	<u>Service Name</u>	<u>Description of Service</u>	<u>Term</u>	<u>Fee (USD)</u>
A.1	Financial Services – Reporting and Consultancy Services	<p>Provision of assistance to prepare and review interim and/or annual RCP filings associated with financial reporting obligations, including but not limited to:</p> <ul style="list-style-type: none"> • Consultation / evaluation / documentation of specific accounting matters; • Consultation / evaluation / assistance in the preparation of any component of the interim or annual filing; • Consultation / preparation / review of documentation accompanying interim or annual financial statements, including but not limited to management discussion and analysis, covenant computations, CFO accounting paper, earnings call slides; • Consultation / assistance in relation to documentation or testing of internal controls over financial reporting, including the overall project to ensure that RPC is SOX 404 ready; and • Consultation / assistance to respond to matters raised by external auditors. 	24 months from the Commencement Date	<p>Direct reports to Rank’s CFO: \$400 per person / per hour</p> <p>Indirect reports to Rank’s CFO: \$200 per person / per hour</p> <p>Plus pass-through of actual third-party costs incurred in providing the service</p>
A.2	Financial Services – Insurance Administration Handover Services	<p>Reasonable provision of insurance administration handover services, including:</p> <ul style="list-style-type: none"> • Assistance with the completion of policy applications and the gathering of underwriting data for policy renewals in the years 2020 and 2021. • Assistance with policy placement for the 2020 and 2021 policy years as part of the Rank global program. • Assistance with the appointment of brokerage services. • Assistance with transitioning the management of third party risk consulting vendors. • Assistance with transitioning insurance management and placements. • Assistance with claims management if required. <p>Any costs for engaging external resources, including Aon services (which are separately charged in their annual fee), will be passed through to RCP.</p>	12 months from the Commencement Date	<p>\$400 per person / per hour</p> <p>Plus pass-through of actual third-party costs incurred in providing the service</p>

	<u>Service Name</u>	<u>Description of Service</u>	<u>Term</u>	<u>Fee (USD)</u>
A.3	Financial Services – SOX Compliance	In connection with RCP’s obligation to comply with the Sarbanes-Oxley Act of 2002, provision of reasonable support and performance of key controls related to financial reporting as agreed between the Parties.	24 months from the Commencement Date	\$200 per person / per hour Plus pass-through of actual third-party costs incurred in providing the service

Section B: HR Services

	<u>Service Name</u>	<u>Description of Service</u>	<u>Term</u>	<u>Fee (USD)</u>
B.1	General HR – Administrative Services	Provision of general administrative transition support to share information and answer questions regarding current practices – such support to be provided by Steve Estes and/or Chris O’Brien, as required.	12 months from the Commencement Date	\$400 per person / per hour Plus pass-through of actual third-party costs incurred in providing the service
B.2	General HR – Relationship Support Services	Provision of relationship support services to the RCP payroll and benefits personnel relating to RCP’s establishment of separate instances of ADP and Emyrean, and separation of key vendor relationships including ADP, Emyrean, Lockton, and others as required – such services to be provided by Steve Estes and/or Chris O’Brien, as required.	12 months from the Commencement Date	\$400 per person / per hour Plus pass-through of actual third-party costs incurred in providing the service

Section C: Legal Services

	<u>Service Name</u>	<u>Description of Service</u>	<u>Term</u>	<u>Fee (USD)</u>
C.1	Legal Support Services	Provision of legal and related support services with respect to (i) all legal matters (if any) being handled by Rank and its Affiliates prior to the Commencement Date, and (ii) ongoing compliance advice in relation to certain agreements entered into in connection with the initial public offering of the Company, including the Company’s financing arrangements.	24 months from the Commencement Date	\$400 per person / per hour Plus pass-through of actual third-party costs incurred in providing the service

Section D: Corporate Secretarial Services

	<u>Service Name</u>	<u>Description of Service</u>	<u>Term</u>	<u>Fee (USD)</u>
D.1	General Services – Corporate Secretarial	Provision of corporate secretarial duties and government filing assistance.	24 months from the Commencement Date	\$190 per person / per hour Plus pass-through of actual third-party costs incurred in providing the service

EXHIBIT B

Service Coordinators

To be designated in writing from time to time by each party.

Subsidiaries of Reynolds Consumer Products Inc.

Legal Name of Subsidiary	Jurisdiction of Organization
Reynolds Consumer Products Canada Inc.	Ontario, Canada
Reynolds Consumer Products Holdings LLC	Delaware
Reynolds Consumer Products LLC	Delaware
Reynolds Europe Services LLC	Delaware
Reynolds Manufacturing, Inc.	Delaware
Reynolds Metals (Shanghai) Ltd.	China
Reynolds Presto Products Inc.	Delaware
Trans Western Polymers, Inc.	California

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the use in this Registration Statement on Form S-1 of Reynolds Consumer Products Inc. of our report dated August 28, 2019, except for the effects of the segment change described in Note 13, as to which the date is October 25, 2019, relating to the financial statements of Reynolds Consumer Group, which appears in this Registration Statement. We also consent to the reference to us under the heading “Experts” in such Registration Statement.

/s/ PricewaterhouseCoopers LLP
Chicago, Illinois
November 15, 2019

CONSENT OF DIRECTOR NOMINEE

In accordance with Rule 438 under the Securities Act of 1933, as amended, the undersigned hereby consents to being named as a nominee to the board of directors of Reynolds Consumer Products Inc. (the "Company") in the Company's registration statement on Form S-1 and in all amendments thereto, including post-effective amendments (the "Registration Statement"), in connection with the initial public offering of the Company's common stock. The undersigned also consents to the filing of this consent as an exhibit to such Registration Statement and any amendments thereto.

Dated: October 18, 2019

/s/ Marla Gottschalk

Marla Gottschalk

CONSENT OF DIRECTOR NOMINEE

In accordance with Rule 438 under the Securities Act of 1933, as amended, the undersigned hereby consents to being named as a nominee to the board of directors of Reynolds Consumer Products Inc. (the "Company") in the Company's registration statement on Form S-1 and in all amendments thereto, including post-effective amendments (the "Registration Statement"), in connection with the initial public offering of the Company's common stock. The undersigned also consents to the filing of this consent as an exhibit to such Registration Statement and any amendments thereto.

Dated: October 18, 2019

/s/ Richard Noll

Richard Noll