

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

Steven N. Serajeddini, P.C. (admitted *pro hac vice*)

Jordan E. Elkin (admitted *pro hac vice*)

601 Lexington Avenue

New York, New York 10022

Telephone: (212) 446-4800

Facsimile: (212) 446-4900

steven.serajeddini@kirkland.com

jordan.elkin@kirkland.com

COLE SCHOTZ P.C.

Michael D. Sirota, Esq.

Warren A. Usatine, Esq.

Felice R. Yudkin, Esq.

Court Plaza North, 25 Main Street

Hackensack, New Jersey 07601

Telephone: (201) 489-3000

msirota@coleschotz.com

wusatine@coleschotz.com

fyudkin@coleschotz.com

KIRKLAND & ELLIS LLP

Anup Sathy, P.C.

Yusuf Salloum (admitted *pro hac vice*)

333 West Wolf Point Plaza

Chicago, Illinois 60654

Telephone: (312) 862-2000

Facsimile: (312) 862-2200

anup.sathy@kirkland.com

yusuf.salloum@kirkland.com

*Proposed Co-Counsel to the Debtors and
Debtors in Possession*

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Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

PRETIUM PACKAGING, L.L.C., *et al.*,

Debtors.¹

Chapter 11

Case No. 26-10896 (CMG)

(Jointly Administered)

¹ The last four digits of Debtor Pretium Packaging, L.L.C.'s tax identification number are 7802. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.stretto.com/Pretium>. The location of the Debtors' service address in these chapter 11 cases is: 2560 White Oak Circle, Suite 120, Aurora, Illinois 60502.

NOTICE OF FILING OF PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT the documents contained herein are provided in accordance with the *Joint Prepackaged Chapter 11 Plan of Reorganization of Pretium Packaging, L.L.C. and Its Debtor Affiliates* [Docket No. 6] (as may be amended, supplemented, or otherwise modified from time to time, the “Plan”)² and the Restructuring Support Agreement.

PLEASE TAKE FURTHER NOTICE THAT the Debtors hereby file this Plan Supplement (as may be amended or supplemented from time to time, the “Plan Supplement”) with the Court in support of confirmation of the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Plan Supplement contains current drafts of the following documents (which remain subject to continuing negotiations among the Debtors and interested parties with respect thereto in accordance with the Plan and the Restructuring Support Agreement), as may be modified, amended, or supplemented from time to time. The rights of the Debtors are expressly reserved, subject to the terms and conditions set forth in the Plan and the Restructuring Support Agreement (including all consent and approval rights contained therein), to alter, amend, modify, or supplement this Plan Supplement and any of the documents contained herein in accordance with the terms of the Plan, or by order of the Bankruptcy Court. The rights of the Required Consenting Stakeholders under the Restructuring Support Agreement and Plan to withhold consent to the form and substance of the attached documents are fully preserved.

- Exhibit A** New Organizational Documents
- Exhibit B-1** Exit ABL Credit Agreement
- Exhibit B-2** Exit Term Loan Credit Agreement
- Exhibit C** Identities of the Members of the New Board
- Exhibit D** Rejected Executory Contracts and Unexpired Leases Schedule
- Exhibit E** Schedule of Proposed Cure Amounts
- Exhibit F** Schedule of Retained Causes of Action
- Exhibit G** Restructuring Steps Memorandum

PLEASE TAKE FURTHER NOTICE THAT the Debtors and certain other parties-in-interest (including the Ad Hoc Group) reserve all rights, subject and pursuant to the terms and conditions set forth in the Plan and the Restructuring Support Agreement, to amend, revise, or supplement the Plan Supplement and any of the documents and designations contained herein in accordance with the Plan, the Bankruptcy Code, the Bankruptcy Rules, and any other Final Order of the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE THAT the Plan Supplement shall be deemed incorporated into and part of the Plan as if set forth therein in full. The documents contained in the Plan Supplement are integral to, and are considered part of, the Plan. If the Plan is approved, the documents contained in the Plan Supplement shall also be approved pursuant to the

² Capitalized terms used but not defined herein have the same meaning as set forth in the Plan.

Confirmation Order. In the event of a conflict between the Plan and the Plan Supplement, the Plan Supplement shall control in accordance with Article I.G of the Plan (unless stated otherwise in such Plan Supplement document or in the Confirmation Order).

PLEASE TAKE FURTHER NOTICE that the Debtors will seek confirmation of the Plan and approval of the Disclosure Statement at the Confirmation Hearing to be held before the Honorable Christine M. Gravelle, in Courtroom #3 of the United States Bankruptcy Court for the District of New Jersey, Clarkson S. Fisher U.S. Courthouse, 402 East State Street, Trenton, NJ 08608, on **February 23, 2026, at 11:00 a.m., prevailing Eastern Time.**

PLEASE TAKE FURTHER NOTICE THAT copies of the Plan Supplement and related documents may be obtained free of charge: (a) at <https://cases.stretto.com/Pretium>; or (b) by contacting Stretto, Inc., the Solicitation Agent, by phone at (855) 570-4247 (Toll-free US / Canada) or +1 (949) 208-7723 (International). In addition, such documents are available for inspection for a fee on the Court's website at <https://ecf.njb.uscourts.gov>.

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Dated: February 9, 2026

/s/ Michael D. Sirota

COLE SCHOTZ P.C.

Michael D. Sirota, Esq.

Warren A. Usatine, Esq.

Felice R. Yudkin, Esq.

Court Plaza North, 25 Main Street

Hackensack, New Jersey 07601

Telephone: (201) 489-3000

Email: msirota@coleschotz.com
wusatine@coleschotz.com
fyudkin@coleschotz.com

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Jordan E. Elkin (admitted *pro hac vice*)

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333 West Wolf Point Plaza

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Facsimile: (312) 862-2200

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Exhibit A

New Organizational Documents

The New Organizational Documents will provide for the formation, organization, and corporate governance of New Pretium in accordance with the Plan, the Restructuring Support Agreement, and the below Governance Term Sheet attached to the Restructuring Support Agreement as Exhibit D.

GOVERNANCE TERM SHEET

Board of Managers:	The organizational documents of the Company¹ will provide that the Board will have five (5) Managers (each, a “Manager”). At each annual meeting, the Managers shall be appointed or elected, as applicable, as set forth in this section. Composition: The Board will initially be comprised of the following Managers (as the Board shall thereafter be adjusted in accordance with the terms of this heading “Board of Managers”), in each case, until their successors are appointed or elected, as applicable, or such Managers are otherwise replaced as set forth in this section: • For so long as Clearlake (together with its affiliates and related funds) owns more than ten percent (10%) but no more than twenty percent (20%) of the outstanding interests, it shall be entitled to designate one (1) Manager, and for so long as it (together with its affiliates and related funds) owns more than twenty percent (20%) of the outstanding interests shall be entitled to designate two (2) Managers (any Manager designated by Clearlake pursuant to this bullet, a “CCG Manager”). • For so long as [<i>Largest AHG Member</i>] (together with its affiliates and related funds) owns more than ten percent (10%) of the outstanding interests, it shall be entitled to designate one (1) Manager (the “AHG Manager”). • The then-serving Chief Executive Officer of the Company shall be a Manager. • One (1) Manager (the “Minority Manager”) shall be selected by a simple majority vote of the equityholders (excluding each equityholder (and its affiliates and related funds) that then has the right to designate a CCG Manager or AHG Manager, provided that the equityholders will agree to consult with such designating holders in connection with the selection of the initial Minority Manager). • The remaining Manager seats, if any, shall be filled by simple majority vote of the equityholders. Managers may not be employed by or equityholders of any Disqualified Lender or its affiliates. If, at any time following the appointment of any Manager, the number of Managers any equityholder (or group of equityholders) is entitled to appoint decreases as a result of such equityholder (or group of equityholders), together with its affiliates, holding less than the applicable threshold of outstanding equity interests required to appoint such Manager or the designation right otherwise expiring, such equityholder’s (or group of equityholders) applicable designated Manager(s) shall be deemed to have automatically resigned, and the vacancy created thereby shall be filled in accordance with the foregoing. For purposes of determining an equityholder’s Manager designation rights, the percentage of equity interests of the Company held by such equityholder will be calculated without giving any effect to any interests issued pursuant to any management incentive plan or any other similar management equity
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¹ Identity of the issuer of the New Equity Interests to be determined by the Required Consenting First Lien Tranche A-1 Lenders and New Money Investor.

	issuances. Only Managers who are not full-time employees of the Company or its subsidiaries (or the equityholder entitled to appoint such Manager) will be entitled to receive compensation for service on the Board (other than customary indemnification and expense reimbursement that will be provided to all Managers). <i>Notice and Quorum</i> Notice will must be given at least forty-eight (48) hours in advance of a Board meeting unless waived. A quorum will require the presence of a majority of the Managers, including one (1) CCG Manager (while Clearlake has the right to appoint at least one (1) such CCG Manager) and the AHG Manager (while [Largest AHG Member] has the right to appoint the AHG Manager), provided that if quorum is not present for one meeting because no CCG Manager is present or the AHG Manager is not present, the meeting may be reconvened and at that meeting a quorum will only require the presence of a majority of the Managers. <i>Action by Written Consent</i> In lieu of acting at a meeting, the Board may act by unanimous written consent.
Board Observer:	Each equityholder that owns more than ten percent (10%) of the outstanding interests shall be entitled to appoint one (1) Board observer (who, for the avoidance of doubt, shall not be compensated by the Company).
Board Decisions:	Decisions of the Board will be made by majority vote. Each Manager will have one vote.
Strategic Review Process:	At the election of a majority of the equityholders at any time following the third anniversary of the Effective Date, or by the election of more than one-third of the equityholders at any time following the fifth anniversary of the Effective Date when a Minority Liquidity Right has not been initiated, but not more than once, the Company will, at the Company's sole expense, engage an investment bank or similar financial advisor chosen by such majority of equityholders and reasonably acceptable to the Board, to run a non-binding strategic review process in anticipation of a sale.
Equityholder Approval Rights:	The following matters shall require (x) either (i) unanimous approval of the Board and approval of equityholders holding a majority of the outstanding interests of the Company or (ii) approval of the Board and approval of (A) for the first year following emergence, non-Clearlake equityholders holding a majority of the outstanding interests of the Company not held by Clearlake and (B) thereafter, equityholders holding at least seventy-five percent (75%) of the outstanding interests of the Company, and (y) Clearlake for so long as Clearlake (together with its affiliates and related funds) owns more than thirty percent (30%) of the outstanding interests: • Sale of the Company; • Material M&A activity; • Initiate an initial public offering of the Company; • Redeem or repurchase any equity in the Company except in connection with: (i) a validly approved sale of the Company; (ii) a redemption, repurchase, or distribution made to all equityholders where all equityholders are subject to the same terms and receive the same consideration; (iii) the repurchase of any of equity in the Company held

	by the Company's (or any of its subsidiaries') officers, managers, directors, employees, or service providers if such officer, manager, director, employee, or service provider is terminated; or (iv) a pro rata distribution in accordance with the terms of the then existing shareholder agreement; • Equity issuances, subject to customary exceptions including for issuances pursuant to the approved incentive plan; • Incurrence of indebtedness, other than incurrences in the ordinary course subject to specified limits; • Any modification, refinancing or restructuring of the Company's existing indebtedness; • Materially change or amend the Company's then existing accounting policies, excepted as required to comply with changes in GAAP, applicable law, or the interpretation of the same; • Hiring or firing of the Chief Executive Officer of the Company; or • Voluntarily dissolve, liquidate, terminate, or wind-up the Company's business or affairs (other than through a validly approved sale of the business) or consent to the Company (or any of its subsidiaries) seeking relief under the United States Bankruptcy Code or similar laws or insolvency regimes.
Affiliate Transactions:	All transactions with affiliates of the Company (including portfolio companies of equity holders) will require approval of a majority of the disinterested Managers (subject to customary exceptions).
Transfers:	Subject to customary requirements and compliance with the tag-along below, equityholders may transfer any of their equity interests other than transfers to (i) competitors of the Company or any of its subsidiaries or (ii) partners that are on a disqualified lender list under the Company's then-existing credit facilities or any of their affiliates (each, a " Disqualified Lender ").
Tag-Along Rights:	Holders that were members of the Ad Hoc Group that hold 1% or more of the outstanding interests of the Company and other holders of at least 2% of the outstanding interests of the Company will have customary tag-along rights over any transfer by holders (or a group of holders) of at least 50% of the outstanding units of the Company to non-affiliated third parties.
Drag-Along Rights:	The equityholders will be subject to customary drag-along rights, triggered with the consent of equityholders holding a majority of the then issued and outstanding interests of the Company of a sale of the business, subject to customary minority protections (e.g., all dragged equityholders shall receive the same consideration (excluding the opportunity to participate in new money transactions with the purchaser/transferee or bona fide transaction fees earned by certain holders) and, excluding equityholders that are employees of the Company or its subsidiaries, execute the same agreement in connection with any such sale of the business).
Minority Liquidity Right:	For so long as (x) Clearlake (together with its affiliates and related funds) has acquired and continues to hold greater than sixty-six percent (66%) of the outstanding interests of the Company and (y) at least one (1) former member of the Ad Hoc Group (an " AHG Triggering Holder ") (together with its affiliates and related funds) holds at least fifty percent (50%) of the interests of the Company that it (together with its affiliates and related funds) held as of the Effective Date, then (x) at any time following the fifth

	anniversary of the Effective Date, but not more than once and (y) at the election of a majority of the equityholders (including at least one AHG Triggering Holder) other than Clearlake and its affiliates (and without giving effect to any interests issued pursuant to any management incentive plan or any similar management equity issuances); the Company will establish a three-member special committee (the “Special Committee”), which shall include the Minority Manager, the AHG Manager (if any) and one (1) Clearlake Manager selected by Clearlake, to oversee a sale process for the Company (the “Minority Liquidity Right”). The Special Committee shall have the right to cause the Company to engage an investment bank or similar financial advisor reasonably acceptable to Clearlake and shall have the authority to cause the Company to agree to and effectuate a sale of the Company. In the event that the Minority Liquidity Right is exercised, prior to commencement of a sale process, the Company will provide written notice to Clearlake of such event and Clearlake will have the right to acquire all of the outstanding equity interests of the Company not then-held by Clearlake or its affiliates at a price per unit established by a third-party valuation of the Company prepared by an independent nationally-recognized valuation firm (without giving effect to any minority discount) (the “Valuation Price”). If Clearlake elects not to acquire all of the outstanding equity interests of the Company not then held by Clearlake or its affiliates at the Valuation Price, then the Special Committee will proceed with the sale process for the Company.
Preemptive Rights:	Equityholders that were members of the Ad Hoc Group that (together with their affiliates and related funds) hold more than 1% of the then outstanding interests of the Company and any other equityholders that (together with their affiliates and related funds) holds at least 2% of the outstanding interests of the Company (excluding any Disqualified Lender) shall have customary pro rata preemptive rights on equity issuances by the Company and its subsidiaries and debt issuances by the Company and its subsidiaries to any of the Company’s equityholders, in each case subject to customary exceptions.
Information Rights:	Consistent with the Reporting Obligations set forth in the Restructuring Term Sheet. In addition, the Company shall furnish to the equityholders, upon reasonable request, any information reasonably required by the equityholders in connection with their public reporting or tax reporting obligations, to the extent such information is reasonably available to the Company. In no event will any financial information required to be furnished be required to include any information required by, or to be prepared or approved in accordance with, or otherwise be subject to, any provision of Section 404 of the Sarbanes-Oxley Act of 2002 or any rules, regulations, or accounting guidance adopted pursuant to that section.
Registration Rights:	Following an initial public offering, one or more equityholders holding (together with their affiliates and related funds) at least 20% of the then outstanding interests will be entitled to customary demand rights and all equityholders holding (together with their affiliates and related funds) at least 5% of the then outstanding equity interests will be entitled to customary piggyback rights after an initial public offering, subject to customary lockups and underwriter cut-backs; <i>provided</i> that any

	underwriter cut-backs in a demand registration shall be on a pro rata basis among the equityholders that elect to participate. Customary expenses and indemnification provisions will be included as part of the registration rights.
Corporate Opportunities; Fiduciary Duties:	To the fullest extent permitted by applicable law, the Company will waive the doctrine of corporate opportunities and any applicable fiduciary duties, in each case, other than such Managers that are employees or officers of the Company.
Amendments:	Amendments to the organizational documents of the Company (the “ Equity Documents ”) must be approved by the Board and by the equityholders holding a majority of the then outstanding interests, including Clearlake for so long as Clearlake (together with its affiliates and related funds) owns more than thirty percent (30%) of the outstanding interests; <i>provided</i> that amendments (i) to the provisions related to board rights, transfer restrictions, tag-along rights, drag-along rights, strategic review process, pre-emptive rights, information rights, affiliate transactions or the amendment provision (other than de minimis changes that affect all holders proportionately), or any waiver of any material provision related to any of the foregoing, shall require the affirmative consent of the holders of at least eighty percent (80%) of the then outstanding interests (including, with respect to the provisions related to the Minority Manager, affiliate transactions, free transferability of interests, tag-along rights, pre-emptive rights and information rights, the affirmative consent of each Holder that was a member of the Ad Hoc Group); (ii) that would have a materially disproportionate and adverse effect on a specific equityholder or group of equityholders as compared to other equityholders, shall require the approval of a majority of the interests held by such disproportionately impacted equityholders; (iii) that would alter the rights expressly granted to a equityholder in the Equity Documents, including the right to designate a Manager to the Board, shall require the approval of such equityholder or (iv) that would alter this amendment provision shall require the approval of each equityholder.

Exhibit B-1

Exit ABL Credit Agreement

The Exit ABL Credit Agreement will set forth the terms and conditions of the Exit ABL Facility in accordance with the Plan, the Restructuring Support Agreement, and the below term sheet included in the Exit ABL Commitment Letter, attached to the Disclosure Statement as Exhibit G.

This Term Sheet is part of the commitment letter, dated January 25, 2026 (the “**Commitment Letter**”), addressed to Pretium PKG Holdings, Inc., a Delaware corporation (“**Company**”) by Wells Fargo Bank, N.A. (“**Wells Fargo**”), and is subject to the terms and conditions of the Commitment Letter. Capitalized terms used herein shall have the meanings set forth in the Commitment Letter unless otherwise defined herein.

Facilities	Borrowers and Guarantors	To be consistent with the Existing Credit Agreement ¹ and Documentation Principles (as defined below).
	Tranche	Asset-Based Lending Commitment (including a first-in-last-out (“ FILO ”) component).
	Amount	\$100,000,000 with a \$20,000,000 Canadian Sub-Facility (to be consistent with the Existing Credit Agreement and Documentation Principles).
	Drawn Pricing	- Level I: EA > 66.67%: S + 1.50% - Level II: 66.67% ≥ EA ≥ 33.33%: S + 1.75% - Level III: EA < 33.33%: S + 2.00% - FILO pricing 1.00% higher
	Default Rate	2.00%
	Tenor	Lesser of (i) 5 yrs, and (ii) 91 days prior to any material debt including Exit Term Loan Facility
	Financial Covenant (Minimum Fixed Charge Coverage Ratio)	Springing FCCR to be consistent with the Existing Credit Agreement, except to be tested quarterly only.
	FILO	Up to \$7,500,000, subject to availability, amortizes quarterly starting one full quarter after close over 6 quarters, and otherwise to be consistent with the Existing Credit Agreement
Fees		- Unused Line Fee: To be consistent with the Existing Credit Agreement. - Closing Fee: 1.75%. - Letter of Credit Fee: To be consistent with the Existing Credit Agreement. - Collateral Monitoring Fee: \$50,000, paid quarterly.
Upsize		\$50,000,000 uncommitted accordion and to be consistent with the Existing Credit Agreement.

¹ “**Existing Credit Agreement**” means that certain Amended and Restated ABL Credit and Guarantee Agreement, dated as of October 1, 2021 (as amended by that certain First Amendment to Amended and Restated ABL Credit and Guarantee Agreement, dated as of May 11, 2023, as further amended by that certain Second Amendment to Amended and Restated ABL Credit and Guarantee Agreement, dated as of July 5, 2023, as further amended by that certain Third Amendment to Amended and Restated ABL Credit and Guarantee Agreement, dated as of September 22, 2023, as further amended by that certain Fourth Amendment to Amended and Restated ABL Credit and Guarantee Agreement, dated as of June 27, 2024, as further amended by that certain Fifth Amendment to Amended and Restated ABL Credit and Guarantee Agreement, dated as of October 31, 2025, as further amended by that certain Sixth Amendment and Limited Consent to Amended and Restated ABL Credit and Guarantee Agreement, dated as of November 12, 2025, as further amended by that certain Seventh Amendment and Limited Consent to Amended and Restated ABL Credit and Guarantee Agreement, dated as of November 19, 2025, as further amended by that certain Forbearance Agreement, Eighth Amendment and Limited Consent to Amended and Restated ABL Credit and Guarantee Agreement, dated as of December 30, 2025, and as the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Existing Credit Agreement**”), by and among, *inter alios*, the Company, the other loan parties from time to time party thereto, Wells Fargo, as administrative agent and collateral agent, the lenders from time to time party thereto, and the other parties from time to time party thereto

Cash Dominion		To be consistent with the Existing Credit Agreement.
Borrowing Base Accounts Receivable	Advance Rates	To be consistent with the Existing Credit Agreement.
	Eligibility	To be consistent with the Existing Credit Agreement, except (i) dated < 120 DOI / 90 DPD, 50% cross age (ii) terms < 90 days, except Ecolab, RB Health and Glanbia all 91-135, capped at \$12,500,000.
	Dilution	To be consistent with the Existing Credit Agreement.
	Concentration Limits	To be consistent with the Existing Credit Agreement.
	Acquired A/R	To be consistent with the Existing Credit Agreement.
Borrowing Base Inventory	Advance Rates	To be consistent with the Existing Credit Agreement.
	Eligibility	To be consistent with the Existing Credit Agreement, except (i) limits for Domestic/Foreign In Transit each to be \$10,000,000 and (ii) subject to other exceptions to be reasonably agreed and scheduled prior to closing.
	Acquired Inventory	To be consistent with the Existing Credit Agreement.
Cash	Sublimit	Qualified Cash to be capped at \$30,000,000 during FILO Period; otherwise, uncapped.
	Advance Rate	100%
	Eligibility	To be consistent with the Existing Credit Agreement.
Other Reserves	Rent Reserves	To be consistent with the Existing Credit Agreement.
	Requirement to deliver new Borrowing Base Certificate following a major disposition	To be consistent with the Existing Credit Agreement.
Use of Proceeds		To be consistent with the Existing Credit Agreement.
Borrowing Base Frequency		- Monthly no later than the 20th day of each month. - Weekly on every Wednesday if (i) when Specified Excess Availability is less than the greater of (a) \$7,500,000 and (b) 10.0% of the Line Cap for 5 consecutive days; (ii) during the continuance of such Specified Default. - Specified EA: Excess Availability plus suppressed availability not to exceed 5% of Maximum Revolver Amount. - Line Cap: Lesser of Maximum Revolver Amount and Borrowing Base. - All triggers (including but not limited to: borrowing base frequency, financial covenant testing, Cash Dominion, Inventory Appraisal & Field Exam Frequency, Payment Conditions) to exclude additional availability generated by FILO.
Inventory Appraisal & Field Exam Frequency		To be consistent with the Existing Credit Agreement.

Financial and General Reporting Frequency	• Audited Financials: 120 days after FYE (or 180 days for FYE September 30, 2025). • Monthly: 30 days after ME subject to triggering conditions consistent with the Existing Credit Agreement. • Quarterly: 60 days after QE. • Projections: 120 days from FYE.
Payment Conditions	To be consistent with the Existing Credit Agreement.
Restricted Payments	To be same as Exit Term Loan Facility, subject to inclusion of payment conditions, review of loan documentation in respect of the Exit Term Loan Facility, and Documentation Principles.
PEG Management Fee Limitation	To be same as Exit Term Loan Facility, subject to inclusion of payment conditions, review of loan documentation in respect of the Exit Term Loan Facility, and Documentation Principles.
Permitted Acquisitions	To be same as Exit Term Loan Facility, subject to inclusion of payment conditions, review of loan documentation in respect of the Exit Term Loan Facility, and Documentation Principles.
Permitted Indebtedness	To be same as Exit Term Loan Facility, subject to inclusion of payment conditions, review of loan documentation in respect of the Exit Term Loan Facility, and Documentation Principles.
Permitted Investments	To be same as Exit Term Loan Facility, subject to inclusion of payment conditions, review of loan documentation in respect of the Exit Term Loan Facility, and Documentation Principles.
Permitted Restructuring/Tax Transactions	To be same as DIP ABL (to the extent applicable (and subject to review of loan documentation in respect of the Exit Term Loan Facility)).
Equity Cure	To be consistent with the Existing Credit Agreement.
Ability to Implement Reserves and other BB changes in Permitted Discretion	To be consistent with the Existing Credit Agreement.
Other	• To include Liability Management Blockers. • The Senior ABL Credit Facility’s affirmative and negative covenants are no worse (from each of the Company’s and Wells Fargo’s perspectives) than the Exit Term Loan Facility. • Post-closing schedule to include 90-day period from Closing Date to provide control agreements with respect to deposit and similar accounts (including in connection with the requirement to provide control agreements for purposes of Qualified Cash), subject to Documentation Principles.
Assignments	To be consistent with Existing Credit Agreement, except net short lenders to be disqualified lenders.
Documentation Principles	The Loan Documents for the Senior ABL Credit Facility will be negotiated in good faith and substantially similar to the loan documentation delivered in connection with the Existing Credit Agreement with modifications (i) reflected in this Term Sheet, (ii) necessary to give due regard to the operational requirements, size, industries, jurisdictions, projections, businesses and business practices of Company and its subsidiaries, including, without limitation, changes to various baskets, thresholds, exceptions, time periods, and similar terms desirable or required for operations and anticipated business plans of the Company and its subsidiaries, (iii) to reflect administrative, agency, legal, regulatory and borrowing mechanics and other operational/form requirements of Administrative Agent, which shall be negotiated in good and (iv) otherwise mutually agreed upon in good faith (the foregoing, collectively, the “ Documentation Principles ”).

Exhibit B-2

Exit Term Loan Credit Agreement

The Exit Term Loan Credit Agreement will set forth the terms and conditions of the Exit Term Loan Facility in accordance with the Plan, the Restructuring Support Agreement, and the below Exit Term Sheet attached to the Restructuring Support Agreement as Exhibit C.

*Pretium PKG Holdings, Inc. Et Al.
Exit Term Loan Facility*

Capitalized terms used in this Exit Term Loan Facility Term Sheet (the “Exit Term Sheet”) and not otherwise defined shall have the meaning given to such terms in either (i) the First Lien Term Loan Credit Agreement, dated as of October 1, 2021, by and among Pretium PKG Holdings, Inc., as the borrower, Poseidon Investment Intermediate, Inc., as holdings, Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent, the subsidiary guarantors, and the lenders party thereto (as amended by the First Amendment, dated as of December 15, 2021, the Second Amendment, dated as of May 25, 2023, the Third Amendment, dated as of October 2, 2023, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “First Lien Credit Agreement”) or (ii) the Restructuring Support Agreement to which this Exit Term Sheet is attached (the “Restructuring Support Agreement”).

Borrower: Pretium PKG Holdings, Inc. (in such capacity, the “Borrower”)¹.

Exit Term Loan Facility Agent: A financial institution reasonably acceptable to the Required Consenting First Lien Tranche A-1 Lenders, the New Money Investor and the Borrower (in its capacity as administrative agent and collateral agent, as applicable, under the Exit Term Loan Facility, the “Exit Term Loan Facility Agent”), it being agreed that any of (a) Alter Domus, (b) Wilmington Trust, (c) U.S. Bank Trust Company, (d) SRS Acquiom or (e) Wilmington Savings Fund Society, is reasonably acceptable to the Borrower, the New Money Investor and the Required Consenting First Lien Tranche A-1 Lenders.

Exit Term Loan Lenders: First Out Exit Term Loans (as defined below): Certain funds advised, managed or affiliated with (x) the Backstop Parties, (y) permitted assignees of the Backstop Parties who become Exit Term Loan Lenders in accordance with the Backstop Commitment Letter and (z) Consenting First Lien Tranche A-1 Lenders that elect to participate in the New First Lien Facilities Financing in connection with the Exchange Offer (the “Participating Lenders”) (clauses (x)-(z), collectively, the “First Out Exit Term Loan Lenders”).

Second Out Exit Term Loans (as defined below): Certain funds advised, managed or affiliated with the Consenting First Lien Tranche A-1 Lenders (collectively, the “Second Out Exit Term Loan Lenders” and together with the First Out Exit Term Loan Lenders, the “Exit Term Loan Lenders”)

Exit Term Loan Facility: The First Out Exit Term Loan Lenders will fund (or the Fronting Lender will fund on their behalf) to the Borrower a senior secured, first lien first out term loan credit facility (the “First Out Exit Term Loan Facility”, and the loans thereunder, the “First Out Exit Term Loans”) in an aggregate principal amount of \$451 million, which First Out Exit Term Loans shall be funded as debtor in possession financing loans (“DIP Loans”) and shall be exchanged pursuant to the Plan for the First Out Exit Term Loans on the Effective Date; provided, that such aggregate principal amount will be subject to upward adjustment on a dollar for dollar basis to ensure that the Borrower and its subsidiaries have, after giving effect to the transactions on the Effective Date (including the net cash proceeds from the incurrence of the Exit Term Loans) and to an assumed paydown of any outstanding balances under the Exit ABL Facility, projected cash on hand of no less than \$100 million but in no event shall such aggregate principal amount be adjusted to exceed \$533.5 million.

¹ Subject to tax analysis.

The Consenting First Lien Tranche A-1 Lenders shall provide to the Borrower (as consideration for the cashless conversion, exchange, or other means of satisfaction determined by the Borrower, the New Money Investor and the Required Consenting First Lien Tranche A-1 Lenders for the Consenting First Lien Tranche A-1 Lenders' First Lien Tranche A-1 Term Loan Claims) a senior secured, first lien second out term loan credit facility (the "Second Out Exit Term Loan Facility") and together with the First Out Exit Term Loan Facility, the "Exit Term Loan Facility"; and the loans under the Second Out Exit Term Loan Facility, the "Second Out Exit Term Loans" and together with the First Out Exit Term Loans, the "Exit Term Loans") in an aggregate principal amount of \$526 million; provided that such aggregate principal amount will be subject to a downward adjustment equal to the lesser of: (i) \$26,757,642.30 and (ii) an amount necessary such that the Company Parties have \$870 million of net debt immediately following the Effective Date and giving effect to the transactions thereon.

Unless otherwise set forth herein, the First Out Exit Term Loans and the Second Out Exit Term Loans shall have the same terms and provisions.

Backstop Premium:

The Backstop Premium (as defined in the Restructuring Term Sheet) shall be payable to the Backstop Parties on the terms and conditions set forth in the Restructuring Term Sheet.

Participation Premium:

The Participation Premium (as defined in the Restructuring Term Sheet) shall be payable to the Participating Lenders on the terms and conditions set forth in the Restructuring Term Sheet.

Effective Date:

The date ("Effective Date"), upon which all conditions precedent in the Restructuring Support Agreement and the Exit Term Loan Facility Documents to the effectiveness of the Exit Term Loan Facility Documents for the Exit Term Loan Facility are satisfied or waived in accordance with the terms thereof.

"Exit Term Loan Facility Documents" shall mean the definitive loan documents related to the Exit Term Loan Facility, including, without limitation, (x) credit agreements, guarantees, security agreements, pledge agreements (or in each case, as determined by the Borrower, the New Money Investor and the Required Consenting First Lien Tranche A-1 Lenders, amendments or amendments and restatements thereof) and (y) opinions of counsel, officer's certificates, certificates of good standings, corporate organizational documents and other related definitive documents in form and substance reasonably satisfactory to the Required Consenting First Lien Tranche A-1 Lenders.

Maturity Date:

The First Out Exit Term Loan Facility will mature on the date that is five (5) years after the Effective Date.

The Second Out Exit Term Loan Facility will mature on the date that is six (6) years less one day after the Effective Date.

Amortization:

None.

OID:

None.

Interest Rate:

First Out Exit Term Loans: Term SOFR plus 5.25%; provided, that, prior to the Effective Date, such applicable margin may be increased by (x) at the election of the Required Consenting First Lien Tranche A-1 Lenders, an amount up to 0.25% and (y) at the election of the Required Consenting First Lien Tranche A-1 Lenders, an amount up to 0.75% (in addition to any discretionary flex pursuant

to clause (x)) that corresponds to the increase since the date hereof to the day prior to the Effective Date in the Single-B U.S. High Yield / Leverage Loan Index as reasonably agreed between the New Money Investor, the Required Consenting First Lien Tranche A-1 Lenders and the Borrower; provided further, that any such increase pursuant to clause (x) and/or (y) will reduce the cash portion of the applicable margin for the Second Out Exit Term Loans by an amount that corresponds to the total cash interest increase as a result of such increase pursuant to clause (x) and/or (y) (with the in-kind portion of such applicable margin unchanged).

Second Out Exit Term Loans: At the election of the Borrower, either (a) Term SOFR plus 6.00% (provided, that 1.20% thereof shall be payable in kind and added to the principal of the Second Out Exit Term Loans with the remainder payable in cash) or (b) Term SOFR plus 5.75% (payable in cash), in each case, subject to adjustment pursuant to the foregoing paragraph. Notwithstanding the foregoing, the interest period beginning after the fifth anniversary of the Effective Date will end on the applicable Maturity Date, and the interest rates set forth in the foregoing will be adjusted accordingly in the definitive documentation to reflect any lengthening of the interest period.

Default Rate:

Any principal or interest payable under or in respect of the Exit Term Loan Facility not paid when due shall bear interest at the applicable interest rate plus 2% per annum. Other overdue amounts shall bear interest at the interest rate applicable to Base Rate loans plus 2% per annum.

Documentation Principles:

The Exit Term Loan Facility is to be documented by a new first lien senior secured term loan credit agreement based on the First Lien Credit Agreement, with modifications to reflect the terms and provisions set forth in this Exit Term Sheet and other modifications as may be mutually agreed upon between the Required Consenting First Lien Tranche A-1 Lenders and the Company Parties (provided, that (x) the Required Consenting First Lien Tranche A-1 Lenders hereby agree to negotiate all covenants, threshold, baskets and similar terms and provisions desirable or required for the operations and anticipated business plans of the Company Parties in good faith and (y) the Exit Term Loan Facility shall include a liability management “blocker” and other customary liability management protections, in each case, to be mutually agreed upon between the Required Consenting First Lien Tranche A-1 Lenders and the Company Parties) (collectively, the “First Lien Documentation Principles”).

Guarantees:

Consistent with the First Lien Credit Agreement (subject to the First Lien Documentation Principles) including the exceptions and exclusions set forth therein (collectively, the “Guarantors” and, together with the Borrower, the “Loan Parties” and, each individually, a “Loan Party”) and other subsidiaries as may be reasonably agreed to between the New Money Investor, the Required Consenting First Lien Tranche A-1 Lenders and the Borrower.

Security:

First lien on all term loan priority collateral and second lien on all ABL priority collateral, subject to customary exclusions and exceptions consistent with the First Lien Documentation Principles (collectively, the “Collateral”); provided, that 100% of the equity interests of any direct foreign subsidiaries of the Borrower shall be pledged as Collateral.

Priority

The relative payment priority of the First Out Exit Term Loans and Second Out Exit Term Loans shall be consistent with the priority set forth in the Restructuring Term Sheet.

Intercreditor Agreement

The relative priorities of the security interests in shared Collateral securing the Exit Term Loan Facility and the Exit ABL Facility shall be subject to a customary intercreditor agreement consistent with the First Lien Documentation Principles.

Voluntary Prepayments:

Consistent with the First Lien Credit Agreement (subject to the First Lien Documentation Principles), subject to the Prepayment Premium described below.

If, at any time, all or a portion of the outstanding First Out Exit Term Loans are voluntarily prepaid, repaid, or accelerated (or deemed accelerated), including as a result of the Borrower or any Guarantor filing for bankruptcy or becoming subject to any other insolvency proceeding, the repayment of the obligations as a result of such repayment, voluntary prepayment, redemption or acceleration (each, a “Trigger Event”) shall be required to be accompanied by the payment of the prepayment premium (expressed as a percentage of the outstanding principal amount of the First Out Exit Term Loans so prepaid) set forth below opposite the relevant period from the Effective Date (the “First Out Prepayment Premium”):

<u>Period</u>	<u>Percentage</u>
Prior to end of Year 1:	0.00%
At end of Year 1 and prior to end of Year 2:	2.00%
At end of Year 2 and prior to end of Year 3:	1.00%
At end of Year 3 and thereon:	0.00%

Notwithstanding the foregoing, no mandatory prepayment of First Out Exit Term Loans shall be subject to any Prepayment Premium.

The Second Out Exit Term Loans shall not be subject to any prepayment premium upon the occurrence of a Trigger Event with respect to the Second Out Exit Term Loans or otherwise.

Mandatory Prepayments:

Consistent with the First Lien Credit Agreement (subject to the First Lien Documentation Principles), subject to adjustments satisfactory to the Required Consenting First Lien Tranche A-1 Lenders, the New Money Investor and the Borrower.

Representations and Warranties:

Consistent with the First Lien Credit Agreement (subject to the First Lien Documentation Principles), subject to adjustments satisfactory to the Required Consenting First Lien Tranche A-1 Lenders, the New Money Investor and the Borrower.

Use of Proceeds:

The proceeds of the First Out Exit Term Loans shall be used to repay in full the First Lien Tranche A Term Loan Claims and the balance shall be used for working capital, payment of fees and expenses related to the Restructuring Transactions and other general corporate purposes.

The Second Out Exit Term Loans will be used to discharge (whether by cashless conversion, exchange, or other means of satisfaction elected by the Borrower and the New Money Investor and agreed by the Required Consenting First Lien Tranche A-1 Lenders) the First Lien Tranche A-1 Term Loan Claims.

Conditions Precedent to
Effectiveness on the Effective Date:

The closing of Exit Term Loan Facility shall be subject solely to the following exclusive conditions precedent (unless waived by the Required Consenting First Lien Tranche A-1 Lenders):

- (a) the Restructuring Support Agreement shall be in full force and effect, and the Company Parties shall be in compliance with the Restructuring Support Agreement in all material respects as of the Effective Date;
- (b) the completion, or substantially contemporaneous completion, of the Restructuring Transactions contemplated by the Restructuring Support Agreement;
- (c) (i) the execution and delivery by the Borrower and the other Loan Parties of the Exit Term Loan Facility Documents consistent with this Exit Term Sheet, (ii) the delivery of customary secretary's certificates (with certification of organizational authorization and organizational documents) of the Loan Parties, (iii) customary organizational good standing certificates of the Loan Parties, (iv) customary legal opinions, (v) a customary solvency certificate from the Borrower's chief financial officer or other financial officer of the Borrower and (vi) a certificate of the Borrower certifying that no default or event of default shall have occurred and be continuing as of the Effective Date;
- (d) the transactions contemplated by the Exit Term Sheet and the Backstop Commitment Letter shall have been consummated in accordance with applicable laws, rules and regulations in all material respects;
- (e) all fees and reasonable and documented out-of-pocket costs, fees, expenses and other compensation payable to the Exit Term Loan Facility Agent and the Backstop Parties (including the reasonable and documented out-of-pocket fees and expenses of Milbank LLP, as counsel to the Backstop Parties), in each case solely to the extent such fees and expenses are required to be paid under the Backstop Commitment Letter and subject to the limitations contained therein, shall be paid substantially simultaneously with the Effective Date pursuant to the terms of the Backstop Commitment Letter;
- (f) all customary documents and instruments (subject to customary exceptions to be agreed) required to create and perfect the Exit Term Loan Facility Agent's first lien security interest in the Collateral (free and clear of all liens, subject to customary and limited exceptions to be agreed upon) shall have been executed (if applicable) and delivered and, if applicable, be in proper form for filing and execution of guarantees;
- (g) no defaults or events of default under the Exit Term Facility Loan Documents shall have occurred and be continuing;
- (h) accuracy of representations and warranties in all material respects as of the Effective Date, except to the extent such representations and warranties expressly relate to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date;
- (i) each Exit Term Loan Lender having received all reasonable documentation and other information reasonably required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations that is reasonably requested in writing by such Exit Term Loan Lender at least three (3) Business Days prior to the Effective Date;
- (j) all reasonably necessary governmental and third party approvals, consents, licenses and permits in connection with the Exit Term

Loan Facility shall have been obtained and remain in full force and effect; and

- (k) all Participation Premium payable to the Participating Lenders shall be paid substantially simultaneously with the Effective Date pursuant to the terms of the Backstop Commitment Letter.

Covenants:

Subject to the First Lien Documentation Principles.

Ratings Requirements:

Borrower shall use commercially reasonable efforts to obtain within 180 days following the Effective Date (or such longer period as the Required Consenting First Lien Tranche A-1 Lenders agree) and maintain (but not obtain or maintain a specific rating) a private corporate credit rating of the First Out Exit Term Loan Facility and the Second Out Exit Term Loan Facility (or a joint rating for the Exit Term Loan Facility, if applicable).

Affirmative Covenants:

Consistent with the First Lien Credit Agreement (subject to the First Lien Documentation Principles) and expanded to include, without limitation, additional reporting obligations (provided that such obligations shall be limited to those set forth in the Restructuring Term Sheet attached to the Restructuring Support Agreement), notice requirements and other affirmative covenants to be mutually agreed between the Borrower and the Required Consenting First Lien Tranche A-1 Lenders

Financial Covenants:

None.

Events of Default:

Consistent with the First Lien Credit Agreement (subject to the First Lien Documentation Principles), subject to adjustments satisfactory to the Required Consenting First Lien Tranche A-1 Lenders, the New Money Investor and the Borrower.

Voting:

Consistent with the First Lien Credit Agreement (subject to the First Lien Documentation Principles), subject to adjustments satisfactory to the New Money Investor, the Required Consenting First Lien Tranche A-1 Lenders and the Borrower; provided that no “net short lender” (to be defined) in respect of the Exit Term Loan Facility or other funded indebtedness of the Company Parties shall have the right to vote on any amendment, modification or waiver.

Assignments and Participations:

Consistent with the First Lien Credit Agreement (subject to the First Lien Documentation Principles), subject to adjustments satisfactory to the New Money Investor, the Required Consenting First Lien Tranche A-1 Lenders and the Borrower; provided that, (i) for the avoidance of doubt, the Borrower and New Money Investor may, from time to time prior to and following the Effective Date, deliver a new and update the list of “disqualified lenders” (or any similar term), (ii) each “net short lender” shall be a “disqualified lender” (or any similar term), (iii) no “disqualified lender” may be a participant, (iv) so long as neither a payment or bankruptcy Event of Default has occurred and is continuing, any assignment and participation to a Person that is not an existing Lender (or an Affiliate or an Approved Fund thereof) shall be subject to the consent of the Borrower (such consent not to be unreasonably withheld, conditioned or delayed); provided that other than with respect to assignments to a “disqualified lender” (or any similar term), the Borrower shall be deemed to have consented to any assignment unless the Borrower objects thereto by written notice to the Administrative Agent within ten (10) Business Days after having received notice thereof; provided, further, that (A) the list of “disqualified lenders” (or any similar term) initially delivered to the Administrative Agent in effect on the Effective Date shall be reasonably satisfactory in form and substance to the

Required Consenting First Lien Tranche A-1 Lenders, and (B) any subsequent updates (other than to add competitors of the Loan Parties) to such list of “disqualified lenders” (or any similar term) made after the Effective Date shall require the consent of the Administrative Agent (acting at the direction of the Required Lenders (to be defined in the Exit Term Loan Facility Documents)).

Expenses and Indemnification:

Consistent with the First Lien Credit Agreement and expanded to include the payment or reimbursement to the Exit Term Lenders for all reasonable documented out-of-pocket costs and expenses incurred by the Exit Term Lenders, regardless of whether the Effective Date occurs, in connection with (i) the preparation, negotiation and execution of the Exit Term Loan Facility Documents; (ii) the funding of the Exit Term Loans; (iii) the creation, perfection or protection of the liens under the Exit Term Loan Facility Documents (including all search, filing and recording fees); and (iv) the on-going administration or enforcement of the Exit Term Loan Facility Documents (including the preparation, negotiation and execution of any amendments, consents, waivers, assignments, restatements or supplements thereto).

Governing Law and Forum:

New York.

Exhibit C

Identities of the Members of the New Board

Pursuant to Article IV.K of the Plan, as of the Effective Date, the term of the current members of the board of directors of the Debtors shall expire, such current directors shall be deemed to have resigned, and all of the directors for the initial term of the New Board shall be appointed in accordance with the New Organizational Documents. Each director of the Reorganized Debtors shall serve from and after the Effective Date pursuant to the terms of the New Organizational Documents and other constituent documents of the Reorganized Debtors.

In accordance with the Governance Term Sheet, the New Board shall be appointed in the following manner:

- For so long as the New Money Investor (together with its affiliates and related funds) owns more than ten percent (10%) but no more than twenty percent (20%) of the outstanding interests of New Pretium, it shall be entitled to designate one (1) member of the New Board, and for so long as it (together with its affiliates and related funds) owns more than twenty percent (20%) of the outstanding interests of New Pretium, it shall be entitled to designate two (2) members of the New Board (any members so designated by the New Money Investor, a “NMI Manager”).
- For so long as the member of the Ad Hoc Group who holds the largest share of the outstanding interests of Pretium (together with its affiliates and related funds) owns more than ten percent (10%) of the outstanding interests of New Pretium, it shall be entitled to designate one (1) member of the New Board (the “AHG Manager”).
- The then-serving Chief Executive Officer of the Company shall be a member of the New Board.
- One (1) member of the New Board (the “Minority Manager”) shall be selected by a simple majority vote of the equityholders (excluding each equityholder (and its affiliates and related funds) that then has the right to designate a NMI Manager or AHG Manager), *provided* that the equityholders will agree to consult with such designating holders in connection with the selection of the initial Minority Manager.
- The remaining member of the New Board, if any, shall be filled by simple majority vote of the equityholders.

Exhibit D

Rejected Executory Contracts and Unexpired Leases Schedule

None.

Except as otherwise provided in Article V.H.1 and elsewhere in the Plan, all Executory Contracts or Unexpired Leases not otherwise assumed or rejected will be deemed assumed by the applicable Reorganized Debtor in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than those that are: (1) identified on this Rejected Executory Contracts and Unexpired Leases Schedule; (2) previously expired or terminated pursuant to their own terms; (3) have been previously assumed or rejected by the Debtors pursuant to a Final Order; (4) are the subject of a motion to reject that is pending on the Effective Date; or (5) have an ordered or requested effective date of rejection that is after the Effective Date, in the case of (1) and (3) through (5), with the consent of the Required Consenting Stakeholders.

The Debtors and Reorganized Debtors reserve all rights to alter, amend, modify, or supplement this Rejected Executory Contracts and Unexpired Leases Schedule at any time up to forty-five (45) days after the Effective Date, subject to the applicable counterparty's right to object and the consent of the Required Consenting Stakeholders.

Exhibit E

Schedule of Proposed Cure Amounts

Review of proposed Cure amounts, if any, is ongoing. Cure amounts will be reconciled post-Effective Date in the ordinary course of business pursuant to the terms of any assumed Executory Contract or Unexpired Lease, as applicable.

Exhibit F

Schedule of Retained Causes of Action

Review of the Debtors' Causes of Action is ongoing.

The Plan defines this Schedule of Retained Causes of Action as "the schedule of certain Causes of Action of the Debtors that are not released, waived, or transferred pursuant to this Plan, as the same may be amended, modified, or supplemented from time to time." Nothing in this Plan Supplement modifies this definition in the Plan, and this Schedule of Retained Causes of Action shall not include any Causes of Action that are settled, released, or exculpated under Article VIII of the Plan.

No Entity (other than the Released Parties) may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Reorganized Debtors, as applicable, will not pursue any and all available Causes of Action of the Debtors against it. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan.

Pursuant to the Plan, on the Effective Date, the Retained Causes of Action of the Debtors shall vest in the Reorganized Debtors. The Retained Causes of Action include among other things, all of the Debtors' claims (as defined in section 101(5) of the Bankruptcy Code) and Causes of Action (including defenses, counter-claims, and other rights), in each case, relating to the following:

- unless otherwise released by the Plan, any and all claims and Causes of Action related to accounts receivable and accounts payable, any and all claims and Causes of Action against or related to all Entities that owe or that may in the future owe money to the Debtors or Reorganized Debtors, and any and all claims and Causes of Action against or related to all Entities who assert or may assert that the Debtors or Reorganized Debtors owe money to them;
- unless otherwise released by the Plan, any and all Causes of Action based in whole or in part upon any and all postings of a security deposit, letter of credit, adequate assurance payment, bonds, or any other type of deposit, prepayment, or collateral, regardless of whether such posting of security deposit, letter of credit, adequate assurance payment, bonds or other type of deposit, prepayment, or collateral is specifically identified herein;
- any and all Claims and Causes of Action related to or against any current or former employee who is a party to or may become a party to any workers' compensation claims or actions, litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial, including for violating any non-compete provision, non-solicitation provision, or any similar restrictive covenant in an employment or severance agreement;

- any and all Claims and Causes of Action against any party that is not a Released Party;
- unless otherwise released by the Plan, any and all Causes of Action based in whole or in part upon any and all liens or funds held in trust;
- unless otherwise released by the Plan, any and all Causes of Action, based in whole or in part upon any and all contracts, leases, and similar instruments, including any Executory Contract, Unexpired Lease, and proposed Cure amount, to which any Debtor is a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever including, without limitation, Causes of Action against vendors, suppliers of goods or services, lessors, licensors, licensees, or any other parties: (a) for overpayments, back charges, duplicate payments, improper holdbacks, deposits, warranties, guarantees, indemnities, recoupment, or setoff; (b) for wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations; (c) for failure to fully perform or to condition performance on additional requirements under contracts with any one or more of the Debtors before the assumption or rejection, if applicable, of such contracts; (d) for payments, deposits, holdbacks, reserves, or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, bondholder, lessor, or other party; (e) for any liens, including mechanic's, artisan's, materialmen's, possessory, or statutory liens held by any one or more of the Debtors; (f) counter-claims and defenses related to any contractual obligations; (g) any turnover actions arising under section 542 or 543 of the Bankruptcy Code; (h) for unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property, or any business tort claims; (i) any accumulated service credits, both those that may apply to future vendor invoices and those from which the Debtors may be entitled to receive a refund; and (j) arising out of environmental or contaminant exposure matters against landlords, lessors, environmental consultants, environmental agencies or suppliers of environmental services or goods;
- any and all Causes of Action against any auditor of the Debtors or any auditor's affiliate, subsidiary, or other Person or Entity acting on its behalf related to any audit involving any of the Debtors;
- any and all Causes of Action brought by, or that might later be brought by, any local, state, federal, or foreign "governmental unit" (as defined in section 101(27) of the Bankruptcy Code) related to any of the Debtors;
- any and all settlement or other agreements (or similar documents) involving any of the Debtors;
- unless otherwise released by the Plan, any and all Causes of Action based in whole or in part upon any and all tax obligations to which any Debtor or Reorganized Debtor is a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, including against or related to all Entities that owe or that may

in the future owe money related to tax refunds to the Debtors or Reorganized Debtors, regardless of whether such Entity is specifically identified herein. Furthermore, the Debtors expressly reserve all of their rights with respect to Claims or Causes of Action against or related to all Entities who assert or may assert that the Debtors or the Reorganized Debtors owe taxes to them;

- any and all Causes of Action based in whole or in part upon any and all insurance contracts and insurance policies, including any D&O Liability Insurance Policies, occurrence policies, and occurrence contracts, to which any Debtor or Reorganized Debtor is a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, regardless of whether such contract or policy is specifically identified herein, including Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, or surety bond issuers relating to coverage, indemnity, contribution, reimbursement, or any other matters; and
- unless otherwise released by the Plan, any and all Causes of Action against or related to all Entities or Persons that are pursuing or that may pursue litigation, arbitration, mediation, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal or judicial or non-judicial against the Debtors or Reorganized Debtors, regardless of whether such Person or Entity is specifically identified in the Plan, this Plan Supplement, or any amendments thereto.

Exhibit G

Restructuring Steps Memorandum

Restructuring Steps Memorandum

In accordance with the Plan, the steps set forth in this Restructuring Steps Memorandum¹ remain subject to modification until the Effective Date.²

Unless otherwise set forth below, the following steps shall occur in the order set forth below.

Prior to the Effective Date:

1. Poseidon Investment Intermediate, Inc. ("Pretium Intermediate") will convert to a Delaware limited liability company and elect to be treated as a corporation for U.S. federal income tax purposes effective on the date of its conversion.

On the Effective Date:

Pretium Intermediate will be "New Pretium" and Pretium PKG Holdings, Inc. ("Borrower") will be the borrower of the Exit Facilities, in each case, pursuant to the Plan.

2. Pretium Parent's existing Interests in Pretium Intermediate will be cancelled pursuant to the Plan.
3. Concurrently with Step 2, Pretium Intermediate will issue the New Equity to Borrower.
4. Substantially simultaneously: (a) the Debtors or Reorganized Debtors and the Cash Out Option Investors will consummate the New Money Investment, the New Money Investor Wind-Down Investment and, if applicable, the Cash Out Option Investment; and (b) the Debtors or Reorganized Debtors will make payments and distributions to applicable Holders of Claims (including the Backstop Premium and Participation Premium) as required pursuant to the Plan (including the New Equity issued to Borrower in Step 3 and the Exit Facilities incurred by the Borrower).
5. Intercompany Claims will be, at the option of the applicable Debtor or Reorganized Debtor with the consent of the Required Consenting Stakeholders, Reinstated, converted to equity, otherwise set off, settled, distributed, contributed, canceled, or released (with the default being cancellation); *provided, however*, that for the avoidance of doubt, Intercompany Claims involving non-U.S. entities shall be Reinstated unless specific actions to the contrary are taken and documented.

After the Effective Date:

6. Pretium Parent will be dissolved.

¹ Capitalized terms that are not defined herein shall have the meaning ascribed to them in the Plan or Disclosure Statement, as the case may be.

² A Delaware limited partnership may be added at the top of the structure, which would be accomplished by the Holders of Claims contributing all of their New Equity to such limited partnership immediately after Step 4.