

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

INVESTMENT BANKER FEE APPLICATION COVER SHEET
FOR THE PERIOD JANUARY 28, 2026 THROUGH FEBRUARY 23, 2026

In re Pretium Packaging, L.L.C., *et al.*¹

Applicant: Evercore Group, L.L.C.

Case No. 26-10896 (CMG)

Client: Debtors and Debtors in Possession

Chapter 11

Case Filed: January 28, 2026

COMPLETION AND SIGNING OF THIS FORM CONSTITUTES A CERTIFICATION
UNDER PENALTY OF PERJURY PURSUANT TO 28 U.S.C. § 1746.

RETENTION ORDER ATTACHED.

Dated: March 27, 2026

Daniel Lakhdhir

Daniel Lakhdhir
Managing Director
Evercore Group, L.L.C.

¹ On March 20, 2026, the Court entered its *Order Granting Reorganized Debtors' Motion for Final Decree Closing Certain of the Chapter 11 Cases* [Docket No. 232] (the "Order"), closing all cases listed therein except for Poseidon Parent, L.P., Case No. 26-10902 (CMG) (the "Wind-Down Debtor"). The Court has entered a text order on the affiliated dockets listed in the Order requiring that all remaining matters be filed in the Wind-Down Debtor's case. The last four digits of the Wind-Down Debtor's tax ID number are 3150.

SECTION I FEE SUMMARY
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First Interim and Final Fee Application Covering the
Period January 28, 2026 through February 23, 2026:

FEE TOTALS	\$11,826,354.72
DISBURSEMENTS TOTALS	\$60,981.00
TOTAL FEE APPLICATION	\$11,887,335.72

	<u>FEEES</u>	<u>EXPENSES</u>
TOTAL PREVIOUS FEES REQUESTED:	\$0	\$0
TOTAL FEES ALLOWED TO DATE:	\$0	\$0
TOTAL RETAINER REMAINING:	\$0	\$0
TOTAL HOLDBACK (IF APPLICABLE):	\$0	\$0
TOTAL RECEIVED BY APPLICANT:	\$0	\$0

**SECTION II
CASE HISTORY**

- (1) Date case filed: January 28, 2026
- (2) Chapter under which case commenced: Chapter 11
- (3) Date of retention: March 5, 2026, effective as of January 28, 2026. See **Exhibit A**.
If limit on number of hours or other limitations to retention, set forth: N/A
- (4) Summarize in brief the benefits to the estate and attach supplements as needed:
See narrative portion of fee application.
- (5) Anticipated distribution to creditors:
 - (a) Administration expense: Paid in full.
 - (b) Secured creditors: To be paid in accordance with the *Amended Joint Prepackaged Chapter 11 Plan of Reorganization of Pretium Packaging, L.L.C. and its Debtor Affiliates* (the “Plan”) attached as Exhibit A to the *Findings of Fact, Conclusions of Law, and Order (I) Approving the Disclosure Statement for, and Confirming, the Amended Joint Prepackaged Chapter 11 Plan of Reorganization of Pretium Packaging, L.L.C. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code, and (II) Granting Related Relief* [Docket No. 185].
 - (c) Priority creditors: To be paid in accordance with the Plan.
 - (d) General unsecured creditors: To be paid in accordance with the Plan.
- (6) Final disposition of case and percentage of dividend paid to creditors (if applicable): This is the first interim and final fee application. Distributions to creditors will be made in accordance with the Plan.

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

In re:

PRETIUM PACKAGING, L.L.C., *et al.*,¹

Reorganized Debtors.

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.

**FIRST AND
FINAL FEE APPLICATION OF
EVERCORE GROUP, LLC, INVESTMENT
BANKER FOR THE DEBTORS AND DEBTORS
IN POSSESSION, FOR THE FEE PERIOD FROM
JANUARY 28, 2026 THROUGH AND INCLUDING FEBRUARY 23, 2026**

Evercore Group, L.L.C. (“Evercore”), investment banker for the above-captioned reorganized debtors (collectively, prior to the Effective Date (as defined herein), the “Debtors” and, after the Effective Date, the “Reorganized Debtors”), hereby submits its first interim and final fee application (the “Fee Application”) for allowance of compensation for professional services provided in the amount of \$11,826,354.72 and reimbursement of actual and necessary expenses in the amount of \$60,981.00 that Evercore incurred for the period from January 28, 2026, through February 23, 2026 (the “Fee Period”). In further support of this Fee Application, Evercore respectfully states as follows.

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of New Jersey (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). The Reorganized Debtors confirm their consent to the Court entering a final order in connection with this Fee Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The bases for the relief requested herein are sections 330 and 331 of title 11 of the United States Code (the “Bankruptcy Code”), rule 2016 of the Federal Rules of Bankruptcy

Procedure (the “Bankruptcy Rules”), and rules 2016-1, 2016-3, and 2016-4 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the “Local Rules”).

BACKGROUND

4. On January 28, 2026 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors were operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On January 30, 2026, the Court entered an order [Docket No. 53] authorizing the joint administration and procedural consolidation of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases and no official committees have been appointed or designated.

5. A description of the Debtors’ business, the reasons for commencing the chapter 11 cases, and the relief sought from the Court to allow for a smooth transition into chapter 11 are set forth in the *Declaration of J. Federico Barreto, Chief Financial Officer of Pretium Packaging, L.L.C., in Support of Chapter 11 Petitions and First Day Motions*, filed on January 29, 2026 [Docket No. 18] and incorporated herein by reference.

6. On February 23, 2026, the Court entered the *Findings of Fact, Conclusions of Law, and Order (I) Approving the Disclosure Statement for, and Confirming, the Amended Joint Prepackaged Chapter 11 Plan of Reorganization of Pretium Packaging, L.L.C. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code, and (II) Granting Related Relief* (the “Confirmation Order”) [Docket No. 185], pursuant to which the Court approved and confirmed the *Amended Joint Prepackaged Chapter 11 Plan of Reorganization of Pretium Packaging, L.L.C. and its Debtor Affiliates* [Docket No. 156]. On March 2, 2026 (the “Effective

Date”), the Debtors filed the *Notice of (I) Entry of the Order Approving the Debtors’ Disclosure Statement for, and Confirming, the Amended Joint Prepackaged Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code and (II) Occurrence of the Effective Date* [Docket No. 203].

TERMS OF EVERCORE’S RETENTION

7. On March 5, 2026, the Court entered the *Order Authorizing (I) the Retention and Employment of Evercore Group L.L.C. as Investment Banker to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Waiving Certain Timekeeping Requirements, and (III) Granting Related Relief* [Docket No. 208] (the “Retention Order”), attached hereto as **Exhibit A** and incorporated by reference herein, approving the Debtors’ retention of Evercore as investment banker during these chapter 11 cases. The particular terms of Evercore’s engagement are detailed in the certain engagement letter dated December 17, 2025, attached as Exhibit 1 to the Retention Order (the “Engagement Letter”).

8. During these chapter 11 cases, Evercore has acted as the Debtors’ investment banker in accordance with the Retention Order and the Engagement Letter.

9. The Retention Order approved the payment of (among other fees and expenses) the following fees to Evercore, as set forth in greater detail in the Retention Application, the Engagement Letter and the Retention Order:²

² To the extent there is any inconsistency between the summary of the fee and expense structure set forth herein and the terms of the Engagement Letter, as modified by the Retention Order, the terms of the Engagement Letter, as modified by the Retention Order, shall control.

(i) **Monthly Fees.**

(1) The Debtors will pay Evercore a fee of \$200,000 per month (the “Monthly Fee”), which will be due and paid by the Debtors in advance promptly upon the effective date of the Engagement Letter and, thereafter, on each monthly anniversary thereof during the period of Evercore’s engagement (“Term”) under the Engagement Letter, in each case.

(2) For any Monthly Fee that is actually earned and paid for months 1 and 2 (it being understood and agreed that month 1 is January 2026), \$200,000 per month of the Monthly Fee shall be credited (without duplication) against any Restructuring Fee payable (as defined below) payable to Evercore pursuant to Section 2(b) of the Engagement Letter (e.g., the Restructuring Fee).

(ii) **Restructuring Fee(s).**

(1) If at any time during the Term or within the first twelve months following the termination of the engagement (such twelve month period, the “Tail Period”, and together with the Term, the “Period”) the Debtors (1) consummate any Restructuring or (2) enter an agreement in principle, definitive agreement or plan to effect a restructuring at any time (including following any expiration of the Period), any Restructuring is consummated, the Debtors will pay Evercore a fee (“Restructuring Fee”), contingent upon the consummation of a Restructuring and payable at the closing thereof in an amount equal to \$11,000,000.

(iii) **Financing Fee(s).**

(1) If at any time during the Term (1) the Debtors, (A) consummate any Financing³ or (B) enter into a definitive written agreement for any Financing and such Financing is consummated pursuant to the terms of such definitive written agreement at any time (including following the expiration of the Period) or (2) except as otherwise set forth in the Engagement Letter, at any time during the Tail Period following the termination or expiration of the Term, (A) the Debtors consummate any Financing led by a third party financing source, a “Tail Period Financing”,

³ As used in the Engagement Letter, the term “Equity Financing” means a private issuance, sale or placement by the Debtors of equity or equity-linked securities of the Debtors or customary bridge financing of the Debtors (“Securities”) with one or more Current or New Investors (as defined in the Engagement Letter), and the term “Debt Financing” means a public or private issuance, sale or placement by the Debtors of debt securities, instruments or obligations of the Debtors with one or more lenders and/or Current Investor or New Investors (each term as defined in the Engagement Letter and collectively, “Investors”). Equity Financing and Debt Financing are collectively referred to in the Engagement Letter each as a “Financing”.

which, for the avoidance of doubt shall exclude any Financing raised by the Debtors from current investors without engaging an outside investment banker or (B) the Debtors enter into a definitive written agreement for any Tail Period Financing, and such Tail Period Financing is consummated pursuant to the terms of such definitive written agreement at any time (including following the expiration of the Period); in each instance of subsections (1) or (2), the Debtors will pay to Evercore the following:

1. 1.00% of the aggregate amount of financing commitments of any indebtedness issued that is secured by a first lien, payable upon the Debtors' receipt of any portion of the proceeds of any such Debt Financing;
 2. 2.50% of the aggregate amount of financing commitments of any indebtedness issued that (x) is secured by a second or junior lien, (y) is unsecured and/or (z) is subordinated, payable upon the Debtors' receipt of any portion of the proceeds of any such Debt Financing;
 3. 4.0% of the aggregate amount of financing commitments to purchase securities that is in the form of any equity or equity-linked securities or obligations issued, payable upon the Debtors' receipt of any portion of the proceeds of any such Equity Financing; and
1. 1.00% of the aggregate amount of financing commitments of any debtor-in possession financing.⁴

(iv) **Indemnification**

(1) As part of the overall compensation payable to Evercore under the terms of the Engagement Letter, the Debtors agree to the indemnification, contribution, and other provisions (the "Indemnification Provisions") attached to the Engagement Letter as Schedule I as modified by the Retention Order.

⁴ If Evercore or the Debtors terminate the Engagement Letter for Cause (as defined in the Engagement Letter), Evercore will not be entitled to any Financing Fees. For the avoidance of doubt, if the proceeds of any financing are to be funded in more than one stage, Evercore shall be paid 100% of its applicable compensation upon the closing date of the initial stage.

Information Required by the Trustee Guidelines

• **THE SCOPE OF THE APPLICATION**

Consistent with the Guidelines, Evercore discloses the following concerning the scope of the Application:

Name of Applicant	Evercore Group, LLC
Name of Client	Pretium Packaging, L.L.C., <i>et al.</i> (Reorganized Debtors)
Petition Date	January 28, 2026
Retention Date	Order signed March 5, 2026, effective January 28, 2026. See Retention Order at Docket No. 208, a copy of which is attached hereto as <u>Exhibit A</u> .
Time Period Covered by Application	January 28, 2026 – February 23, 2026
Terms and Conditions of Employment	Set forth in the Retention Application and Engagement Letter
Interim / Final	First and Final application under 11 U.S.C. § 331
11 U.S.C. § 328(a)	Evercore seeks compensation under 11 U.S.C. § 328(a).
Total Compensation (Fees) Sought this Period	\$11,826,354.72
Total Expenses Sought this Period	\$60,981.00
Total Compensation Approved by Interim Order to Date	\$0
Total Expenses Approved by Interim Order to Date	\$0
Blended Rate in This Application for All Attorneys	N/A
Blended Rate in This Application for All Timekeepers	N/A
Compensation Sought in This Application Already Paid Pursuant to a Monthly Compensation Order But Not Yet Allowed	N/A
Expenses Sought in This Application Already Paid Pursuant to a Monthly Compensation Order But Not Yet Allowed	N/A
If Applicable, Number of Professionals in This Application Not Included in Staffing Plan Approved by Client	N/A
If Applicable, Difference Between Fees Budgeted and Compensation Sought for This Period	N/A

Number of Professionals Billing Fewer Than 15 Hours to the Case During This Period	4
Are Any Rates Higher Than Those Approved or Disclosed at Retention? If Yes, Calculate and Disclose the Total Compensation Sought in This Application Using the Rates Originally Disclosed in the Retention Application	☐ Yes ☒ No
	N/A

SERVICES RENDERED DURING THE FEE PERIOD

10. The following professionals from Evercore performed substantial services to the Debtors in these chapter 11 cases:

Professional	Position
Gregory Berube	Senior Managing Director
Matthew Basch	Senior Managing Director
Daniel Lakhdhir	Managing Director
Adam Zane	Vice President
Matthew Van Voorhis	Vice President
Andrew Hong	Associate
Matt Ding	Analyst
Kian O'Connor	Analyst
Nicholas Mack	Analyst

11. To provide a meaningful summary of its services provided on behalf of the Debtors and their estates, Evercore has established, in accordance with its internal procedures, the following subject matter categories (each, a “Matter Category”) in connection with the chapter 11 cases:

Matter Number	Description
1	General Case Administration / Court Hearing / Retention
2	Due Diligence
3	Business Plan & Strategy
4	Financing and Capital Structure Review
5	Plan of Reorganization
6	Stakeholder Communication
7	Evercore Retention

12. The following is a summary, by Matter Category, of the most significant professional services provided by Evercore during the Fee Period. This summary is organized in accordance with Evercore's internal system of matter numbers. The detailed descriptions below and the time records attached as **Exhibit B** demonstrate that Evercore was heavily involved in performing services for the Debtors on a daily basis to meet the Debtors' needs in these chapter 11 cases. These hours, however, only include time spent by Evercore professionals working on these chapter 11 cases on a postpetition basis and do not include the significant work done prepetition by Evercore to prepare the Debtors for a chapter 11 filing.

13. The vast majority of services provided by Evercore professionals occurred prior to the commencement of these chapter 11 cases. Evercore's prepetition services resulted in the filing of a consensual pre-packaged plan of reorganization that was confirmed within weeks of the filing of the chapter 11 cases and that, in turn, resulted in swift confirmation of the plan and the successful consummation of the transactions contemplated under the plan. As such, a substantial amount of services conducted by Evercore professionals occurred prepetition and are not included in the total hours below.

i. General Case Administration / Court Hearing / Retention (Matter #1)

Total Hours: 10.0

14. This category includes time spent by Evercore professionals on telephone calls and in meetings with the Debtors, the Debtors' attorneys and other professionals and parties-in-interest regarding the status of the case, communication with lenders to achieve support of the Plan, as well as frequent status updates on negotiations with various stakeholders provided to both the Debtors and to advisors of various creditors. This category also includes strategizing on the case and negotiations, performing and discussing various financial analyses with the Debtors and other advisors, discussing liquidity and other business developments, and preparing for and attending hearings. This category also includes the preparation and review of court documents filed by the Debtors and other parties-in-interest except as such related to retention. This also includes case hearings and preparation for case hearings.

ii. Due Diligence (Matter #2)

Total Hours: 0.5

15. This category includes time spent by Evercore on becoming more familiar with the business of the Debtors through management meetings, document review, site visits and analysis. In addition, this category includes time spent by Evercore in developing a comprehensive understanding of the industry in which the Debtors compete. This category also includes time spent with various outsider constituents, including, but not limited to, current or potential lenders and investors, providing due diligence information and assisting such constituents in becoming more familiar with the Debtors' business.

iii. Business Plan & Strategy (Matter #3)

Total Hours: 9.5

16. This category includes time spent by Evercore: (a) conducting financial analysis on the Debtors' business plan, including reviewing and analyzing key operational and financial assumptions in the business plan; (b) assisting in the development of alternative business cases for the Debtors; (c) assisting the Debtors' development of a course of action through the bankruptcy process; (d) analyzing the valuation and debt capacity of the business as well as analyzing creditor recoveries in various scenarios; and (e) reviewing other relevant financial analyses.

iv. Financing and Capital Structure Review (Matter #4)

Total Hours: 87.0

17. This category includes time spent by Evercore professionals performing and reviewing analyses with respect to the Debtors' post-emergence financing arrangements, including the negotiation of credit documents and ensuring that the resulting terms remained feasible and reasonable for the Debtors. Evercore also coordinated with the Debtors' management team to create and maintain extensive financial models for the analyses mentioned above. These models were used to analyze impacts of liquidity, leverage, interest coverage and other financial metrics, and in many instances formed the basis of standalone financial models, also prepared by Evercore, that were provided to various outside constituents to independently assess the Debtors' financials and capital structure.

v. Plan of Reorganization (Matter #5)

Total Hours: 11.0

18. This category includes time spent by Evercore professionals reviewing, negotiating, and producing documents and presentations related to the restructuring transaction, including preparing, vetting, and discussing the Disclosure Statement and testimony related to the valuation analysis completed by Evercore. This category also includes time spent ensuring approval and appropriate structuring of the DIP financing. In addition, this category also includes time spent in discussions with the various transaction parties necessary to consummate such transactions, as well as time spent by Evercore professionals preparing for and participating in expert witness testimony.

vi. Stakeholder Communication (Matter #6)

Total Hours: 46.5

19. This category includes time spent by Evercore on conducting conference calls and correspondence with the Debtors' Board of Directors (the "Board"). The category also includes time spent drafting and developing presentations to the Board and responding to the Board's due diligence requests. This category also includes time spent by Evercore on negotiating and discussing numerous issues with the Ad Hoc Group, the ABL Agent, the Sponsor, and the New Money Investor, and their respective legal and financial advisors. The category also includes time spent drafting and developing presentations to the Ad Hoc Group, the ABL Agent, the Sponsor, New Money Investor and responding to creditor / vendor due diligence requests.

vii. Evercore Retention (Matter #7)

Total Hours: 7.0

20. This category includes time spent by Evercore preparing and reviewing its retention application.

* * *

21. Typical of investment bankers of its kind, Evercore is not compensated by the hour, but through a structure of fixed fees and related compensation, as was approved by the Retention Order. Accordingly, certain information appropriate to consideration of the fee requests of hourly-rate compensated professionals, such as blended rates, do not exist for Evercore.

22. The foregoing professional services were performed by Evercore at the request of the Debtors, conducted in an efficient manner, were necessary and appropriate to the administration of the chapter 11 cases, consistent with market practices for investment banking firms both in and out of a bankruptcy context, and were in the best interests of the Debtors, their estates, and other parties in interest.

RELIEF REQUESTED

23. By this Fee Application, Evercore requests entry of an order, (a) granting final approval and allowance of compensation for professional services to the Debtors during the Fee Period in the amount of \$11,826,354.72, (b) granting final approval and allowance of Evercore's expenses incurred during the Fee Period in connection with such services in the amount of \$60,981.00 and (c) directing payment of all such approved and allowed compensation and expenses, less any amounts previously paid for such compensation and expenses.

24. During the Fee Period, certain Monthly Fees, Financing Fees, and the Restructuring Fee became payable to Evercore pursuant to the terms of the Engagement Letter, as modified by the Retention Order.

25. With respect to Monthly Fees, during the Fee Period, \$200,000.00 became payable to Evercore on account of one (1) Monthly Fee for the month of February 2026.

26. With respect to the Financing Fee, during the Fee Period, Evercore earned a Financing Fee calculated as follows:

Initial DIP Funding	401,000,000.00
(+) Follow-on DIP Funding	105,000,000.00
TOTAL DIP / FIRST OUT DEBT	\$506,000,000.00
(-) Sponsor Pro Rata New Money Funding (~18.5% of Total)	(95,458,113.39)
DIP / FIRST OUT DEBT (EXCL. SPONSOR)	\$410,541,886.61
(x) DIP / First Out Debt Financing Fee	1.0%
DIP / FIRST OUT DEBT FINANCING FEE	\$4,105,418.87

27. With respect to the Restructuring Fee, during the Fee Period, a \$11,000,000 Restructuring Fee became payable to Evercore pursuant to the terms of the Engagement Letter.

28. All services for which compensation is requested by Evercore were performed during the Fee Period on behalf of the Debtors.

29. Although Evercore, in line with market convention, does not bill by the hour, Evercore has kept track of its post-petition time in one-half hour increments in accordance with the Retention Order. Time records for the Fee Period (other than time records attached to the previously filed fee statements) are attached hereto as **Exhibit B**. During the Fee Period, Evercore professionals spent approximately 171.5 hours providing investment banking services to the Debtors.

30. The fees charged by Evercore have been billed in accordance with the Engagement Letter and the Retention Order and are comparable to those fees charged by Evercore for professional services rendered in connection with similar chapter 11 cases and non-bankruptcy matters. Evercore submits that such fees are reasonable based upon the customary compensation charged by similarly skilled practitioners in comparable bankruptcy cases and non-bankruptcy matters in the competitive national investment banking market.

31. There is no agreement or understanding between Evercore and any other person, other than members of the firm, for the sharing of compensation to be received for services rendered in these chapter 11 cases.

ACTUAL AND NECESSARY EXPENSES

32. Evercore also incurred certain necessary expenses during the Fee Period and in connection with the preparation of this Fee Application for which it is entitled to reimbursement under the Engagement Letter. Details for the expenses incurred during the Fee Period (other than the expense detail attached to the previously filed monthly fee statements) are attached hereto as **Exhibit C**. Evercore's total expenses incurred during the Fee Period in connection with its services to the Debtors are \$60,981.00.

BASIS FOR RELIEF

33. Section 328(a) of the Bankruptcy Code allows a professional to obtain prior court approval of the terms of its retention. *See* 11 U.S.C. § 328(a). Under section 328(a), a professional may avoid uncertainty by obtaining (i) advance court approval of compensation terms agreed to with the estate and (ii) a court's finding that such terms are "reasonable" in advance of the professional's providing related services. *See In re Nat'l Gypsum Co.*, 123 F.3d 861, 862–63

(5th Cir. 1997). Section 328(a) explicitly contemplates court approval of contingent fees. See 11 U.S.C. § 328(a) (“The trustee . . . with the court’s approval, may employ or authorize the employment of a professional person . . . on any reasonable terms and conditions of employment, including . . . on a fixed or percentage fee basis, or on a contingent fee basis.”).

34. If a court has entered an order authorizing a professional’s employment that “expressly and unambiguously states specific terms and conditions (e.g., specific hourly rates or contingency fee arrangements) that are being approved pursuant to the first sentence of Section 328(a),” the court is constrained to apply only the “improvident” standard of section 328(a) in any later review of such professional’s requested compensation. *Zolfo, Cooper & Co. v. Sunbeam-Oster Co., Inc.*, 50 F.3d 253, 261 (3d Cir. 1995).

35. Under the section 328(a) standard, a bankruptcy court wishing to render a previously approved fee arrangement “improvident” must find that there have been “developments not capable of being anticipated at the time of the fixing of the terms and conditions” of the engagement. 11 U.S.C. § 328(a). It is not enough that developments in a case are simply unforeseen. *Daniels v. Barron (In re Barron)*, 225 F.3d 583, 585 (5th Cir. 2000).

36. Section 330 of the Bankruptcy Code, moreover, provides that a court may award a professional employed under section 327 of the Bankruptcy Code “reasonable compensation for actual, necessary services rendered . . . and reimbursement for actual, necessary expenses.” 11 U.S.C. § 330(a)(1). Section 330 also sets forth the following non-exclusive criteria for the award of such compensation and reimbursement:

In determining the amount of reasonable compensation to be awarded to . . . [a] professional person, the court shall consider the nature, the extent, and the value of such services, taking into account all relevant factors, including –

- (a) the time spent on such services;
- (b) the rates charged for such services;
- (c) whether the services were necessary to the administration of, or beneficial at the time at which the service was rendered toward the completion of, a case under this title;
- (d) whether the services were performed within a reasonable amount of time commensurate with the complexity, importance, and nature of the problem, issue, or task addressed;
- (e) with respect to a professional person, whether the person is board certified or otherwise has demonstrated skill and experience in the bankruptcy field; and
- (f) whether the compensation is reasonable based on the customary compensation charged by comparably skilled practitioners in cases other than cases under this title.

11 U.S.C. § 330(a)(3); *see also In re XO Commc'ns, Inc.*, 398 B.R. 106, 113 (Bankr. S.D.N.Y. 2008) (stating that, “in considering a transaction fee, courts recognize that certain of these factors do not apply, such as ‘time spent’ or the ‘rates charged’”) (quoting *In re Intelogic Trace, Inc.*, 188 B.R. 557, 559 (Bankr. W.D. Tex. 1995)).

37. Here, the Retention Order approved Evercore’s compensation under section 328(a) of the Bankruptcy Code as to all parties, *provided, however*, the U.S. Trustee retained the right to review Evercore’s compensation based on the reasonableness standard of section 330.

38. Each component of Evercore’s compensation that became payable during the Fee Period was earned under the terms of the Court-approved Engagement Letter, as modified by the Retention Order. Evercore submits that the services it performed on behalf of the Debtors, as summarized above and as more fully described in Evercore’s time records, were necessary for and

beneficial to the Debtors' estates. Moreover, Evercore's services were consistently performed in a timely, expert and considered manner commensurate with the complexity and importance of the issues involved.

39. No previous application for the relief sought herein has been made to this or any other Court.

CERTIFICATION OF COMPLIANCE

40. The undersigned has reviewed the requirements of Local Rule 2016-1 and certifies that, to the best of his knowledge, information and belief, this Fee Application complies with that rule.

WHEREFORE, Evercore requests entry of an order, (a) granting final approval and allowance of compensation for professional services to the Debtors during the Fee Period in the amount of \$11,826,354.72, (b) granting final approval and allowance of Evercore's expenses incurred during the Fee Period in connection with such services in the amount of \$60,981.00 and (c) directing payment of all such approved and allowed compensation and expenses, less any amounts previously paid for such compensation and expenses.

Dated: March 27, 2026

EVERCORE GROUP, LLC

By: *Daniel Lakhdhir*
Daniel Lakhdhir
Managing Director
Evercore Group, L.L.C.

Exhibit A

Retention Order



Order Filed on March 5, 2026
by Clerk
U.S. Bankruptcy Court
District of New Jersey

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

Caption in Compliance with D.N.J. LBR 9004-1(b)

In re:

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

Debtors.¹

Chapter 11

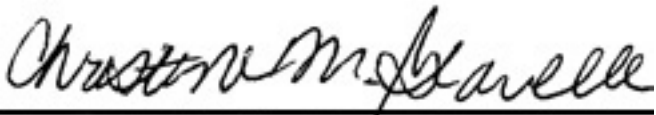
Case No. 26-10896 (CMG)

(Jointly Administered)

**ORDER (I) AUTHORIZING
THE RETENTION AND EMPLOYMENT
OF EVERCORE GROUP L.L.C. AS INVESTMENT
BANKER TO THE DEBTORS AND DEBTORS IN POSSESSION
EFFECTIVE AS OF THE PETITION DATE, (II) WAIVING CERTAIN
TIMEKEEPING REQUIREMENTS, AND (III) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through twelve (12), is
ORDERED.

DATED: March 5, 2026


Honorable Christine M. Gravelle, Chief Judge
United States Bankruptcy Judge

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.

Caption in Compliance with D.N.J. LBR 9004-1(b)

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(Page | 3)

Debtors:	PRETIUM PACKAGING L.L.C., <i>et al.</i>
Case No.	26-10896 (CMG)
Caption of Order:	Order (I) Authorizing the Retention and Employment of Evercore Group L.L.C. as Investment Banker to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Waiving Certain Timekeeping Requirements, and (III) Granting Related Relief

Upon the *Debtors' Application for Entry of an Order (I) Authorizing the Retention and Employment of Evercore Group L.L.C. as Investment Banker to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Waiving Certain Timekeeping Requirements, and (III) Granting Related Relief* (the "Application") of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (this "Order") (a) authorizing the Debtors to retain and employ Evercore as their investment banker, effective as of the Petition Date; (b) waiving certain timekeeping requirements pursuant to Local Rule 2016-1, the U.S. Trustee Guidelines, and any other applicable procedures and orders of this Court in connection with Evercore's engagement; and (c) granting related relief, all as more fully set forth in the Application; and upon the Lakhdhir Declaration; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that the Debtors' notice of the Application was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"), if any; and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings

(Page | 4)

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Case No.	26-10896 (CMG)
Caption of Order:	Order (I) Authorizing the Retention and Employment of Evercore Group L.L.C. as Investment Banker to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Waiving Certain Timekeeping Requirements, and (III) Granting Related Relief

had before the Court and after due deliberation and sufficient cause appearing therefore **IT IS**

HEREBY ORDERED THAT:

1. The Application is **GRANTED** on a final basis as set forth herein.
2. Pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1, the Debtors are hereby authorized to retain Evercore as investment banker to the Debtors in these chapter 11 cases effective as of the Petition Date on the terms and conditions set forth in the Application and the Engagement Letter attached hereto as **Exhibit 1**, as modified herein.
3. Evercore shall be compensated for fees and reimbursed for its reasonable, documented out-of-pocket expenses by the Debtors in accordance with the terms of the Engagement Letter (together with all attachments thereto), as modified herein, and all fees and out-of-pocket expense reimbursements to be paid to Evercore, including the Monthly Fees, Financing Fees, and Restructuring Fee, are approved pursuant to section 328(a) of the Bankruptcy Code, and the Debtors are authorized and directed to perform their payment, reimbursement, contribution, and indemnification obligations and their non-monetary obligations in accordance with the terms and conditions, and at the times specified, in the Engagement Letter, as modified herein. All compensation and reimbursement of expenses payable under the Engagement Letter shall be subject to review only pursuant to the standards set forth in section 328(a) of the Bankruptcy Code, except as expressly set forth herein.
4. Notwithstanding anything in the Application, the Lakhdir Declaration, or Engagement Letter to the contrary, Evercore shall apply any remaining amounts of any prepetition

(Page | 5)

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Case No.	26-10896 (CMG)
Caption of Order:	Order (I) Authorizing the Retention and Employment of Evercore Group L.L.C. as Investment Banker to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Waiving Certain Timekeeping Requirements, and (III) Granting Related Relief

retainers or advances as a credit toward postpetition fees and expenses, after such postpetition fees and expenses are approved pursuant to an order of the Court awarding fees and expenses to Evercore. Evercore is authorized without further order of the Court to apply amounts from any prepetition retainer or advance that would otherwise be applied toward payment of postpetition fees and expenses as are necessary and appropriate to compensate and reimburse Evercore for fees or expenses incurred on or prior to the Petition Date consistent with its ordinary course billing practices. At the conclusion of Evercore's engagement by the Debtors, if the amount of any prepetition retainer or advance held by Evercore is in excess of the amount of Evercore's outstanding and estimated fees, expenses, and costs, Evercore will pay to the Debtors the amount by which any prepetition advance or retainer exceeds such fees, expenses, and costs, in each case in accordance with the Application and Engagement Letter.

5. Notwithstanding anything to the contrary contained herein or in the Application and/or Engagement Letter, Evercore shall file fee applications for allowance of compensation and reimbursement of its out-of-pocket expenses incurred pursuant to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the U.S. Trustee Guidelines, and any other procedures or orders of the Bankruptcy Court; *provided, however*, the compensation, fees, and expenses payable to Evercore pursuant to the Engagement Letter shall be subject to review only pursuant to the standards set forth in section 328(a) of the Bankruptcy Code, and shall not be subject to any other standard of review set forth in section 330 of the Bankruptcy Code, except, notwithstanding any provisions to the contrary in this Order, the U.S. Trustee shall retain the right and be entitled to object to Evercore's fees, expenses, and other compensation based on the

(Page | 6)

Debtors:	PRETIUM PACKAGING L.L.C., <i>et al.</i>
Case No.	26-10896 (CMG)
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reasonableness standard provided for in section 330 of the Bankruptcy Code. Evercore shall be entitled to seek interim allowance and payment of any Monthly Fee, Financing Fee, and/or Restructuring Fee by filing an application in accordance with any order entered by the Court in these chapter 11 cases allowing for interim compensation, provided that Evercore shall be entitled to file and serve such application in respect of any Financing Fee or Restructuring Fee immediately upon the consummation of such transaction. Notwithstanding the foregoing, the full amount of any Financing Fee or Restructuring Fee will be escrowed upon the consummation of the applicable transaction until such amounts are permitted to be paid to Evercore pursuant to this Order, any interim compensation order or a further order of this Court.

6. Notwithstanding paragraphs 3 and 5 hereof, the U.S. Trustee shall retain the right to object to the compensation, fees, and expenses to be paid to Evercore pursuant to the Application and the Engagement Letter, including the any Monthly Fee, Financing Fee, and Restructuring Fee, based on the reasonableness standard provided for in section 330 of the Bankruptcy Code. Accordingly, nothing in this Order or the record shall constitute a finding of fact or conclusion of law binding on the U.S. Trustee, on appeal or otherwise, with respect to the reasonableness of Evercore's compensation. This Order and the record relating to this Court's consideration of the Application shall not prejudice or otherwise affect the rights of the U.S. Trustee to challenge the reasonableness of Evercore's compensation, fees, and expenses under the standard set forth in the preceding sentence. Accordingly, nothing in this Order or such record shall constitute a finding of fact or conclusion of law binding the U.S. Trustee, on appeal or otherwise, with respect to the reasonableness of Evercore's fees.

(Page | 7)

Debtors:	PRETIUM PACKAGING L.L.C., <i>et al.</i>
Case No.	26-10896 (CMG)
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7. Evercore shall file monthly fee statements and interim and final fee applications for the allowance of compensation for services rendered and reimbursement of expenses incurred in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court. In light of services to be provided by Evercore and the structure of Evercore's compensation pursuant to the Engagement Letter, Evercore and its professionals shall be granted a limited waiver of the information-keeping requirements of Bankruptcy Rule 2016(a), Local Rule 2016-1, the U.S. Trustee Guidelines, and any otherwise applicable orders or procedures of the Court in connection with the services to be rendered pursuant to the Engagement Letter. Evercore is hereby authorized to keep reasonably detailed time records in half-hour increments and shall not be required to conform to any schedule of hourly rates, and will submit, with any fee application, together with the time records, a narrative summary of services rendered and will identify each professional rendering services and the total amount of compensation requested by Evercore.

8. Evercore's Monthly Fee shall be prorated for any month in which Evercore is not employed for each day of the month, and Evercore shall refund the prorated amount of any Monthly Fee paid in advance.

9. The indemnification, contribution, and reimbursement provisions set forth in the Indemnification Agreement are approved, subject, during the pendency of these chapter 11 cases, to the following modifications:

- (a) No Indemnified Person shall be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Letter for services, unless such

(Page | 8)

Debtors:	PRETIUM PACKAGING L.L.C., <i>et al.</i>
Case No.	26-10896 (CMG)
Caption of Order:	Order (I) Authorizing the Retention and Employment of Evercore Group L.L.C. as Investment Banker to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Waiving Certain Timekeeping Requirements, and (III) Granting Related Relief

services and the indemnification, contribution or reimbursement therefor are approved by this Court;

- (b) The Debtors shall have no obligation to indemnify any Indemnified Person, or provide contribution or reimbursement to any Indemnified Person, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from such Indemnified Person's gross negligence, fraud, willful misconduct, breach of fiduciary duty, if any, bad faith or self-dealing; (ii) for a contractual dispute in which the Debtors allege the breach of such Indemnified Person's contractual obligations, unless the Court determines that indemnification, contribution or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by this Court, after notice and a hearing, to be a claim or expense for which such Indemnified Person should not receive indemnity, contribution or reimbursement under the terms of the Engagement Letter as modified by this Order; and
- (c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these chapter 11 cases, any Indemnified Person believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Letter (as modified by this Order), including, without limitation, the advancement of defense costs, such Indemnified Person must file an application therefor in this Court, and the Debtors may not pay any such amounts to such Indemnified Person before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Indemnified Persons for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Evercore and the other Indemnified Persons. All parties in interest shall retain the right to object to any demand by any Indemnified Person for indemnification, contribution or reimbursement.

10. The second paragraph of Schedule I of the Engagement Letter is modified by deleting the following from clause (ii) thereof: "provided, however, that, to the extent permitted

(Page | 9)

Debtors:	PRETIUM PACKAGING L.L.C., <i>et al.</i>
Case No.	26-10896 (CMG)
Caption of Order:	Order (I) Authorizing the Retention and Employment of Evercore Group L.L.C. as Investment Banker to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Waiving Certain Timekeeping Requirements, and (III) Granting Related Relief

by applicable law, in no event shall Evercore or any other Indemnified Person be required to contribute an aggregate amount in excess of the aggregate fees actually paid to Evercore for such financial advisory services.”

11. Evercore shall use reasonable best efforts to avoid any duplication of services provided by any of the Debtors’ other retained professionals in these chapter 11 cases.

12. To the extent there is any inconsistency between the terms of the Engagement Letter, the Application, the Lakhdhir Declaration, and this Order, the terms of this Order shall govern.

13. To the extent the Debtors wish to expand the scope of Evercore’s services beyond those services set forth in or contemplated in the Engagement Letter or this Order (and as to which additional compensation would otherwise be payable), the Debtors shall be required to seek further approval from this Court. The Debtors shall file notice of any proposed additional services and any underlying engagement agreement with the Court and serve such notice on the U.S. Trustee, counsel for any committee appointed in these chapter 11 cases, and any party requesting notice under Bankruptcy Rule 2002. If no such party files an objection within fourteen (14) days of the Debtors filing such notice, such additional services and any underlying engagement agreement may be approved by the Court by further order without further notice or hearing.

14. Notwithstanding anything in the Application, the Lakhdhir Declaration, or the Engagement Letter to the contrary: (a) Evercore shall, to the extent that Evercore uses the services of independent contractors or subcontractors (collectively, the “Contractors”) in these chapter 11 cases; (i) pass through the cost of such Contractors to the Debtors at the same rate that Evercore

(Page | 10)

Debtors:	PRETIUM PACKAGING L.L.C., <i>et al.</i>
Case No.	26-10896 (CMG)
Caption of Order:	Order (I) Authorizing the Retention and Employment of Evercore Group L.L.C. as Investment Banker to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Waiving Certain Timekeeping Requirements, and (III) Granting Related Relief

pays the Contractors; (ii) seek reimbursement for actual costs only; (iii) use reasonable efforts to ensure that the Contractors perform the conflicts check required by Bankruptcy Rule 2014; (iv) file or cause to be filed such disclosures required by Bankruptcy Rule 2014 with the Court; and (v) attach any such Contractor invoices to its fee applications filed in these cases. In the event Evercore seeks to use any of its affiliates to perform services for the Debtors (separate for the services being provided under the Engagement Letter), the Debtors shall seek the separate retention of any such affiliates.

15. In the event that, during the pendency of these cases, Evercore seeks reimbursement for any attorneys' fees and/or expenses, the invoices and supporting time records from such attorneys, appropriately redacted to preserve applicable privileges, shall be included in Evercore's fee application and such invoices and time records shall be in compliance with the Local Rules, the U.S. Trustee Guidelines, and approval of the Court under the standards of sections 330 and 331 of the Bankruptcy Code, without regard to whether such attorney has been retained under section 327 of the Bankruptcy Code and without regard to whether such attorney's services satisfy section 330(a)(3)(C) of the Bankruptcy Code.

16. Notwithstanding the foregoing, Evercore shall only be reimbursed for any legal fees incurred in connection with these chapter 11 cases to the extent permitted under applicable law; *provided, however*, that Evercore shall not seek reimbursement from the Debtors' estates for any fees incurred in defending Evercore's fee applications in these chapter 11 cases.

(Page | 11)

Debtors:	PRETIUM PACKAGING L.L.C., <i>et al.</i>
Case No.	26-10896 (CMG)
Caption of Order:	Order (I) Authorizing the Retention and Employment of Evercore Group L.L.C. as Investment Banker to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Waiving Certain Timekeeping Requirements, and (III) Granting Related Relief

17. Notwithstanding anything in the Application or the Engagement Letter to the contrary, Evercore shall provide any and all fee applications in searchable electronic format (“LEDES” or “Excel”) to the U.S. Trustee.

18. Notwithstanding anything in the Application, the Lakhdhir Declaration, and/or the Engagement Letter to the contrary, Evercore shall seek reimbursement from the Debtors’ estates for its engagement-related expenses at the firm’s actual cost.

19. Notwithstanding anything to the contrary in the Application, the Lakhdhir Declaration and/or the Engagement Letter, Evercore shall have the fiduciary duties, if any, imposed on it under applicable law.

20. None of the fees payable to Evercore shall constitute a “bonus” or fee enhancement under applicable law.

21. The Debtors and Evercore are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

22. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, the terms and conditions of this Order shall be effective and enforceable immediately upon entry hereof.

23. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application, and the requirements of the Bankruptcy Rules and the Local Rules are satisfied by such notice.

24. Notwithstanding anything to the contrary in the Application, the Lakhdhir Declaration, or the Engagement Letter, this Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of the

(Page | 12)

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

Case No. 26-10896 (CMG)

Caption of Order: Order (I) Authorizing the Retention and Employment of Evercore Group L.L.C. as Investment Banker to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Waiving Certain Timekeeping Requirements, and (III) Granting Related Relief

Engagement Letter (including the Indemnification Agreement), this Order, and Evercore's engagement during the pendency of these chapter 11 cases.

Exhibit 1

Engagement Letter

December 17, 2025

Pretium PKG Holdings, Inc.
Attention: J. Federico Barreto, Chief Financial Officer
1555 Page Industrial Blvd, St Louis, MO 63132

Ladies and Gentlemen:

This engagement letter (this “Agreement”) is to formalize the arrangement between Evercore Group L.L.C. (“Evercore”) and Pretium PKG Holdings, Inc. (together with any direct or indirect subsidiaries, the “Company”) regarding the retention of Evercore by the Company as a financial advisor for the purposes set forth herein.

Assignment Scope:

The Company hereby retains Evercore as its financial advisor to provide the Company with general investment banking advice and to advise it in connection with any Restructuring and/or Financing transactions (each defined below) on the terms and conditions set forth herein.

As used in this Agreement, the term “Restructuring” shall mean, collectively, any restructuring, reorganization and/or recapitalization, however such result is achieved, including, without limitation, through one or more of the following: (i) a plan of reorganization or liquidation confirmed pursuant to 11 U.S.C. § 101 *et. seq.*, as from time to time amended, or any other current or future federal statute or regulation that may be applicable to such plan (11 U.S.C. § 101 *et. seq.* and those other statutes and regulations are referred to herein generically as the “Bankruptcy Code”), (ii) a refinancing, cancellation, forgiveness, satisfaction, retirement, purchase, assumption and/or a material modification or amendment to the terms of the Company’s outstanding indebtedness (including bank debt, bond debt, preferred stock, and other on and off balance sheet indebtedness), trade claims, leases (both on and off balance sheet), litigation-related claims and obligations, unfunded pension and retiree medical liabilities, lease obligations, partnership interests and other liabilities (collectively, the “Existing Obligations”) including pursuant to a sale, repurchase or an exchange transaction, a Plan (as defined below) or a solicitation of consents, waivers, acceptances or authorizations, or (iii) an acquisition, merger, consolidation, or other business combination, including a sale pursuant to section 363 of the Bankruptcy Code (including via credit bid), pursuant to which a majority of the business, assets, or existing equity or securities of the Company are, directly or indirectly, sold or transferred to, or combined with, another company (other than an ordinary course intra-company transaction).

As used in this agreement, the term “Financing” shall mean the issuance, sale or placement of newly issued or treasury equity, equity-linked or debt securities, instruments or obligations of the Company with one or more lenders and/or investors or security holders (each such lender or investor, an “Investor”), including any “debtor-in-possession financing” (“DIP Financing”), whether on a standalone basis or convertible into an exit facility (any such DIP Financing convertible into an exit facility, “DIP-to-Exit Financing”),

Pretium PKG Holdings, Inc.

December 17, 2025

Page 2

or other “exit financing” in connection with a case under the Bankruptcy Code or a refinancing, repricing, rights offering or any loan or other financing or obligation.

Description of Services:

1. Evercore agrees, in consideration of the compensation provided in Section 2 below, to perform the following services, to the extent it deems such services necessary, appropriate and feasible:
 - a. Reviewing and analyzing the Company’s business, operations and financial projections;
 - b. Advising and assisting the Company in a Restructuring and/or Financing transaction, if the Company determines to undertake such a transaction;
 - c. Providing financial advice in developing and implementing a Restructuring, which would include:
 - i. Assisting the Company in developing and consummating a restructuring plan or plan of reorganization, including a plan of reorganization pursuant to the Bankruptcy Code (any such plans are referred to generically herein as the “Plan”);
 - ii. Advising the Company on tactics and strategies for negotiating with various stakeholders regarding the Restructuring and participating in such negotiation on behalf of the Company;
 - iii. Providing testimony, as necessary, with respect to matters on which Evercore has been engaged to advise the Company in any proceedings under the Bankruptcy Code that are pending before a court (generically referred to herein as the “Bankruptcy Court”) exercising jurisdiction over the Company as a debtor; and,
 - iv. Providing the Company with other financial restructuring advice as Evercore and the Company may deem appropriate.
 - d. If the Company pursues a Financing, assisting the Company in:
 - i. Structuring and effecting a Financing;
 - ii. Identifying potential Investors (as defined below) and, at the Company’s request, contacting such Investors; and,
 - iii. Preparing materials for discussion with potential Investors and working with the Company in negotiating with potential Investors.

Pretium PKG Holdings, Inc.

December 17, 2025

Page 3

It is understood that nothing contained herein shall constitute an express or implied commitment by Evercore to act in any capacity or to underwrite, place or purchase any financing or securities, which commitment, if any, shall be set forth in a separate underwriting placement or other appropriate agreement relating to a Financing.

In rendering its services to the Company hereunder, Evercore is not assuming any responsibility for the Company's underlying business decision to pursue or not to pursue any business strategy or to effect or not to effect any Restructuring and/or Financing or other transaction.

Evercore shall not have any obligation or responsibility to provide accounting, audit, "crisis management" or business consultant services to the Company, and shall have no responsibility for design or implementation of operating, organizational, administrative, cash management or liquidity improvements; nor shall Evercore be responsible for providing any tax, legal or other specialist advice. The Company confirms that it will rely on its own counsel, accountants and similar expert advisors for legal, accounting, tax and other similar advice.

Fees:

2. As compensation for the services rendered by Evercore hereunder, the Company agrees to pay Evercore the following fees in cash as and when set forth below:
 - a. A monthly fee of \$200,000 (a "Monthly Fee"), payable on the 15th day of each month commencing January 15, 2026 until the earlier of the consummation of the Restructuring transaction or the termination of Evercore's engagement. For any Monthly Fee that is actually earned and paid for months 1 and 2 (it being understood and agreed that month 1 is January 2026), \$200,000 per month of the Monthly Fee shall be credited (without duplication) against any Restructuring Fee payable; provided, that, in the event of a Chapter 11 filing, any such credit of fees contemplated by this sentence shall only apply to the extent that all such Monthly Fees, the Restructuring Fee and Financing Fee are approved in their entirety by the Bankruptcy Court pursuant to a final order not subject to appeal and which order is acceptable to Evercore.
 - b. A fee of \$11,000,000 (a "Restructuring Fee"), payable upon the earlier of (i) confirmation of a Plan or (ii) consummation of any Restructuring.
 - c. A fee (a "Financing Fee"), payable upon consummation of any Financing and incremental to any Restructuring Fee, equal to the following:
 - i. Applicable percentage(s) set forth in the table below:

Pretium PKG Holdings, Inc.

December 17, 2025

Page 4

Financing	As a Percentage of Financing Gross Proceeds
Indebtedness Secured by a First Lien (including any debtor-in-possession financing)	1.0%
Indebtedness Secured by a Junior Lien, Unsecured and/or a Subordinated Financing	2.5%
Equity or Equity-linked Securities/Obligations	4.0%

- ii. For purposes of calculating each Financing Fee, "Gross Proceeds" shall equal the aggregate amount of capital committed, whether or not drawn or funded.
 - iii. Notwithstanding the foregoing, no Financing Fee shall be payable on any financing provided by (i) the Company's existing equity holders or (ii) any affiliated entities that hold equity investments in the Company.
 - iv. Notwithstanding anything to the contrary herein, any Financing Fee earned in connection with any DIP Financing or DIP-to-Exit Financing, shall be earned in full upon the earlier of (a) the execution of a commitment letter or other similar document with respect to such DIP Financing or DIP-to-Exit Financing or (b) the closing of such DIP Financing or DIP-to-Exit Financing (regardless of draw or funding schedule).
 - v. 75% of any Financing Fee shall be credited (without duplication) against any Restructuring Fee that becomes payable after giving effect to any credit for Monthly Fees as described in paragraph 2(a) above; provided, that, in the event of a Chapter 11 filing, any such credit shall only apply to the extent that all such Financing Fees, Monthly Fees, and Restructuring Fee are approved in their entirety by the Bankruptcy Court pursuant to a final order not subject to appeal which order is acceptable to Evercore.
- d. In addition to any fees that may be payable to Evercore and, regardless of whether any transaction occurs, the Company, on a monthly basis, shall promptly reimburse to Evercore (a) all reasonable and documented out of pocket expenses (including travel and lodging, data processing and communications charges, courier services, and other appropriate expenditures) and (b) other documented reasonable fees and expenses, including expenses of counsel, if any (the expenses in (a) and (b) together, the "Engagement Expenses"); provided that the Engagement Expenses shall not exceed \$100,000 in the aggregate without the prior written consent of the Company. Evercore, upon the Company's written request, will deliver reasonable back-up documentation for the Engagement Expenses to be reimbursed hereunder. The Company instructs Evercore to send any invoice related to expenses to J. Federico Barreto at the address above or at fede.barreto@pretiumpkg.com. Nothing

Pretium PKG Holdings, Inc.

December 17, 2025

Page 5

contained in this paragraph shall affect or limit the Company's obligations in Schedule I attached hereto.

- e. If Evercore provides services to the Company for which a fee is not provided herein, such services shall, except insofar as they are the subject of a separate agreement, be treated as falling within the scope of this Agreement, and the Company and Evercore will agree upon a fee for such services based upon good faith negotiations.
- f. All amounts referenced hereunder reflect United States currency and shall be paid promptly in cash after such amounts accrue hereunder upon presentation of an invoice for such amounts.

In addition, the Company and Evercore acknowledge and agree that more than one fee may be payable to Evercore under subparagraphs 2(b), 2(c), and/or 2(e) hereof in connection with any single transaction or a series of transactions, it being understood and agreed that if more than one fee becomes so payable to Evercore in connection with a series of transactions, each such fee shall be paid to Evercore.

The Company acknowledges that the fee structure herein, including the Monthly Fees, reflects the substantial commitment of professional time and effort that will be required of Evercore and its professionals and in light of the fact that (i) such commitment may foreclose other opportunities for Evercore and (ii) the actual time and commitment required of Evercore and its professionals to perform its services may vary substantially from week to week and month to month, creating "peak load" issues for Evercore.

Support of Fees and Retention in Bankruptcy Code Proceedings:

- 3. In the event the Company obtains support (e.g., via an executed term sheet, restructuring support agreement, or other agreement in principle documenting the key terms of a Plan and/or out-of-court restructuring) from one or more of the Company's key creditor classes (such creditors the "Supporting Creditors" and any such documentation of support, an "RSA"), the Company agrees that it will use best efforts to include in the RSA a provision that the Supporting Creditors affirmatively agree to support and not to object or in any way oppose: (i) the retention of Evercore; (ii) the terms and conditions set forth in this Agreement including, for the avoidance of doubt, the fee and expense structure included herein; and/or (iii) any fee statement or application submitted by Evercore to the Bankruptcy Court. In the event of the commencement of Chapter 11 proceedings, the Company agrees that it will use best efforts to obtain prompt authorization from the Bankruptcy Court to retain Evercore on the terms and conditions set forth in this Agreement under the provisions of 11 U.S.C. §§ 327 and 328 subject to the standard of review provided in Section 328(a), and not subject to the standard of review under 11 U.S.C. § 330 or any other standard of review. Subject to being so retained, Evercore agrees that during the pendency of any such proceedings, it shall continue to perform its obligations under this Agreement and that it shall file interim and final applications for allowance of the fees and expenses payable to it under the terms of this Agreement pursuant to the applicable Federal Rules of Bankruptcy Procedure, and the local rules and orders of the Bankruptcy Court. The

Pretium PKG Holdings, Inc.

December 17, 2025

Page 6

Company shall supply Evercore with a draft of the application and proposed retention order authorizing Evercore's retention sufficiently in advance of the filing of such application and proposed order to enable Evercore and its counsel to review and comment thereon. Evercore shall be under no obligation to provide any services under this agreement in the event that the Company becomes a debtor under the Bankruptcy Code unless Evercore's retention under the terms of this Agreement is approved under Section 328(a) by final order of the Bankruptcy Court, not subject to appeal, which order is acceptable to Evercore. In so agreeing to seek Evercore's retention under Section 328(a), the Company acknowledges that it believes that Evercore's general restructuring experience and expertise, its knowledge of the capital markets and its merger and acquisition capabilities will inure to the benefit of the Company in pursuing any Restructuring and/or Financing, that the value to the Company of Evercore's services hereunder derives in substantial part from that expertise and experience and that, accordingly, the structure and amount of the contingent fees are reasonable under the standard set forth in Section 328(a), regardless of the number of hours to be expended by Evercore's professionals in the performance of the services to be provided hereunder. No fee payable to any other person, by the Company or any other party, shall reduce or otherwise affect any fee payable hereunder to Evercore.

Other:

4. Evercore's engagement hereunder is premised on the assumption that the Company will make available to Evercore all information and data that Evercore reasonably deems appropriate in connection with its activities on the Company's behalf and will not omit or withhold any material information. The Company represents and warrants to Evercore that any information heretofore or hereafter furnished to Evercore by the Company in connection with the services provided by Evercore pursuant to this Agreement, as of the date so furnished or as of the date of the information (as applicable), is, as a whole and true and correct in all material respects; provided, that it is recognized by Evercore that projections, budgets, estimates, forward looking statements (collectively, the "Projections") are as to future events and are not to be viewed as facts or a guarantee of performance and are subject to significant uncertainties and contingencies many of which are beyond the control of the Company and no assurance can be given that any particular Projections will be realized, and that actual results during the period or periods covered by any such Projections may differ significantly from the projected results, and such differences may be material; provided, further that it is understood that the Company will be providing draft materials, as well as background, diligence materials and summaries of provisions of actual agreements and/or information furnished by or obtained from third parties for review, discussion and analysis, and such materials are by their very nature incomplete, and the foregoing standard shall not apply. The Company recognizes and consents to the fact that (a) Evercore will use and rely on the accuracy and completeness of public reports and other information provided by others, including information provided by the Company, other parties and their respective officers, employees, auditors, attorneys or other agents in performing the services contemplated by this Agreement, and (b)

Pretium PKG Holdings, Inc.

December 17, 2025

Page 7

Evercore does not assume responsibility for, and may rely without independent verification upon, the accuracy and completeness of any such information.

5. Evercore's engagement hereunder may be terminated by the Company or Evercore at any time upon written notice (email being sufficient) and without liability or continuing obligation to the Company or Evercore, except that following such termination Evercore shall remain entitled to any fees accrued pursuant to Section 2 but not yet paid prior to such termination, and to reimbursement of expenses incurred prior to such termination, and Evercore shall remain entitled to full payment of all fees contemplated by Section 2 hereof in respect to any Restructuring and/or Financing announced or occurring during the period from the date hereof until 12 months following such termination (such period, the "Tail Period"). Notwithstanding anything to the contrary in this Section 5, if Evercore unilaterally terminates this Agreement without Cause,¹ or the Company terminates this Agreement for Cause, then Evercore shall not be entitled to any fees contemplated by Section 2 hereof in respect to any Restructuring or Financing transaction announced or occurring during the Tail Period.
6. Nothing in this Agreement, expressed or implied, is intended to confer or does confer on any person or entity other than the parties hereto or their respective successors and assigns, and to the extent expressly set forth in accordance with the indemnification agreement ("Indemnification Agreement") attached to this Agreement as Schedule I, the Indemnified Persons (as defined in the Indemnification Agreement), any rights or remedies under or by reason of this Agreement or as a result of the services to be rendered by Evercore hereunder. The Company acknowledges that Evercore is not acting as an agent of the Company or in a fiduciary capacity with respect to the Company and that Evercore is not assuming any duties or obligations other than those expressly set forth in this Agreement. Nothing contained herein shall be construed as creating, or be deemed to create, the relationship of employer and employee between the parties, nor any agency, joint venture or partnership. Evercore shall at all times be and be deemed to be an independent contractor. Nothing herein is intended to create or shall be construed as creating a fiduciary relationship between Evercore and the Company or its Board of Directors. No party to this Agreement nor its employees or agents shall have any authority to act for or to bind the other party in any way or to sign the name of the other party or to represent that that the other party is in any way responsible for the acts or omissions of such party.
7. As part of the compensation payable to Evercore hereunder, the Company agrees to indemnify Evercore and certain related persons in accordance with the Indemnification Agreement. The provisions of the Indemnification Agreement are an integral part of this Agreement, and the terms thereof are incorporated by reference herein. The

¹ As used in this Agreement, "Cause" shall mean, (i) with respect to termination by Evercore, the Company's bad faith, gross negligence, willful misconduct, or fraud in connection with the Restructuring or Financing, and (ii) with respect to termination by the Company, (a) Evercore's bad faith, gross negligence, willful misconduct, or fraud in connection with the Restructuring or Financing or (b) Evercore's failure to perform a material obligation contained in this Agreement, unless such occurrence is capable of being cured and is in fact cured within 15 days following written notice thereof to Evercore.

Pretium PKG Holdings, Inc.

December 17, 2025

Page 8

provisions of the Indemnification Agreement shall survive any termination or completion of Evercore's engagement hereunder.

8. The Company agrees that it is solely responsible for any decision regarding a transaction, regardless of the advice provided by Evercore with respect to such a transaction. The Company acknowledges that the Company's appointment of Evercore pursuant to this Agreement is not intended to achieve or guarantee the closing of a transaction and that Evercore is not in a position to guarantee the achievement or closing of a transaction.
9. The Company recognizes that Evercore has been engaged only by the Company and that the Company's engagement of Evercore is not deemed to be on behalf of and is not intended to confer rights on any shareholder, partner or other owner of the Company, any creditor, lender or any other person not a party hereto or any of its affiliates or their respective directors, officers, members, agents, employees or representatives. Unless otherwise expressly agreed, no one, other than senior management or the Board of Directors of the Company, is authorized to rely upon the Company's engagement of Evercore or any statements, advice, opinions or conduct by Evercore. Without limiting the foregoing, any advice, written or oral, rendered to the Company's Board of Directors or senior management in the course of the Company's engagement of Evercore are solely for the purpose of assisting senior management or the Board of Directors of the Company, as the case may be, in evaluating the Restructuring, Financing or other transaction and does not constitute a recommendation to any stakeholder of the Company that such stakeholder might or should take in connection with a transaction. Any advice, written or oral, rendered by Evercore may not be disclosed publicly or made available to third parties without the prior written consent of Evercore; *provided* that no such consent shall be required if such disclosure is required by law, rule, regulation, or governmental, or regulatory body (including by deposition, interrogatory, request for documents, subpoena, civil investigative demand, legal, regulatory, or similar process), so long as the Company shall have, to the extent not prohibited by law, (i) promptly notified Evercore of such disclosure requirement, (ii) consulted with Evercore at Evercore's request as to the advisability of taking steps to resist or narrow the scope of the disclosure contemplated thereby, and (iii) cooperated with Evercore (at Evercore's expense) in any efforts it may make to obtain an order or other reliable assurance that confidential treatment will be accorded to such information and such advice. Notwithstanding the foregoing, the Company may disclose such advice on a confidential and non-reliance basis to its outside legal and accounting advisors who have a need to know in connection with a Restructuring, Financing, or other services provided under this Agreement.
10. In order to coordinate Evercore's efforts on behalf of the Company during the period of Evercore's engagement hereunder, the Company will promptly inform Evercore of any discussions, negotiations, or inquiries regarding a potential transaction, including any such discussions or inquiries that have occurred during the six month period prior to the date of this Agreement.

Pretium PKG Holdings, Inc.

December 17, 2025

Page 9

11. This Agreement (including the Indemnification Agreement) between Evercore and the Company, embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, such determination will not affect this Agreement in any other respect, which will remain in full force and effect. This Agreement may not be amended or modified except in writing signed by each of the parties.
12. In the event that, as a result of or in connection with Evercore's engagement for the Company, Evercore becomes involved in any legal proceeding or investigation or is required by government regulation, subpoena or other legal process to produce documents, or to make its current or former personnel available as witnesses at deposition or trial, the Company will reimburse Evercore for the reasonable and documented fees and expenses of its counsel incurred in responding to such a request; *provided* that the Company shall not be required to reimburse Evercore for such fees and expenses to the extent any such legal proceeding, investigation, government regulation, subpoena, or other legal process has resulted from Evercore's fraud, gross negligence, bad faith, or willful misconduct as determined by a court of competent jurisdiction in a judgment which has become final in that it is no longer subject to appeal or review. Nothing in this paragraph shall affect in any way the Company's obligations pursuant to the separate Indemnification Agreement attached hereto.
13. Following the public announcement of the Restructuring or the filing of voluntary petitions for relief under chapter 11 of the Bankruptcy Code by the Company, the Company agrees that Evercore shall have the right to place advertisements in financial and other newspapers and journals at its own expense describing its services to the Company hereunder. Evercore will comply with all applicable federal and state securities laws, rules, and regulations in connection with its activities hereunder and agrees that it has all required licenses to carry out its activities hereunder.
14. The Company acknowledges that Evercore, in the ordinary course, may have received information and may receive information from third parties which could be relevant to this engagement but is nevertheless subject to a contractual, equitable or statutory obligation of confidentiality, and that Evercore is under no obligation hereby to disclose any such information or include such information in its analysis or advice provided to the Company. In addition, Evercore or one or more of its affiliates may in the past have had, and may currently or in the future have, investment banking, investment management, financial advisory or other relationships with the Company and its affiliates, potential parties to a transaction and their affiliates or persons that are competitors, customers or suppliers of (or have other relationships with) the Company or its affiliates or potential parties to a transaction or their affiliates, and from which conflicting interests or duties may arise. Nothing contained herein shall limit or preclude Evercore or any of its affiliates from carrying on (i) any business with or from providing any financial or non-financial services to any party whatsoever, including, without limitation, any competitor, supplier or customer of the Company, or any other party which may have interests different from or adverse to the Company or (ii) its

Pretium PKG Holdings, Inc.

December 17, 2025

Page 10

business as currently conducted or as such business may be conducted in the future. The Company also acknowledges that Evercore and its affiliates engage in a wide range of activities for their own accounts and the accounts of customers, including corporate finance, mergers and acquisitions, equity sales, trading and research, private equity, asset management and related activities. In the ordinary course of such businesses, Evercore and its affiliates may at any time, directly or indirectly, hold long or short positions and may trade or otherwise effect transactions for their own accounts or the accounts of customers, in debt or equity securities, senior loans and/or derivative products relating to the Company or its affiliates, potential parties to a transaction and their affiliates or persons that are competitors, customers or suppliers of the Company. Notwithstanding the foregoing, during the term of this Agreement, in no event shall Evercore be engaged to provide any investment banking financial advisory services to any potential counterparty in connection with a Restructuring or Financing without the prior written consent of the Company.

15. The Company agrees to provide and procure all corporate, financial, identification and other information regarding the Company and control persons and/or beneficial owners, as Evercore may require to satisfy its obligations as a U.S. financial institution under the USA PATRIOT Act and Financial Crimes Enforcement Network regulations.
16. Evercore may, in the performance of its services hereunder, delegate the performance of all or certain services as it may select to any of its affiliated entities; provided that no such delegation by Evercore shall in any respect affect the terms hereof, and Evercore shall be responsible for any acts or omissions by any of its affiliated entities in the performance of any services delegated to such entity.
17. For the convenience of the parties hereto, any number of counterparts of this Agreement may be executed by the parties hereto, each of which shall be an original instrument and all of which taken together shall constitute one and the same Agreement. Delivery of a signed counterpart of this Agreement by facsimile transmission shall constitute valid sufficient delivery thereof.
18. Except as provided herein, the parties hereby irrevocably consent to the exclusive jurisdiction of any New York State or United States federal court sitting in the Borough of Manhattan of the City of New York over any action or proceeding arising out of or relating to this Agreement, and the parties hereby irrevocably agree that all claims in respect of such action or proceeding may be heard in such New York State or federal court. The parties irrevocably agree to waive all rights to trial by jury in any such action or proceeding and irrevocably consent to the service of any and all process in any such action or proceeding by the mailing of copies of such process to each party at its address set forth above. The parties agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Agreement and any claim related directly or indirectly to this Agreement shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflicts of law principles that would result in the application of any law other than the law of the State of New York).

Pretium PKG Holdings, Inc.

December 17, 2025

Page 11

The parties further waive any objection to venue in the State of New York and any objection to any action or proceeding in such state on the basis of forum non conveniens.

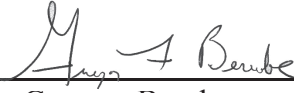
If the foregoing correctly sets forth the understanding and agreement between Evercore and the Company, please so indicate in the space provided below, whereupon this letter shall constitute a binding agreement as of the date hereof.

[signature pages follow]

Pretium PKG Holdings, Inc.
December 17, 2025
Page 12

Very truly yours,

Evercore Group L.L.C.

By: 
Gregory Berube
Senior Managing Director

Agreed to and Accepted as of the Date
December 17, 2025:

Pretium PKG Holdings, Inc. and its subsidiaries

By: _____
J. Federico Barreto
Chief Financial Officer

Pretium PKG Holdings, Inc.
December 17, 2025
Page 12

Very truly yours,

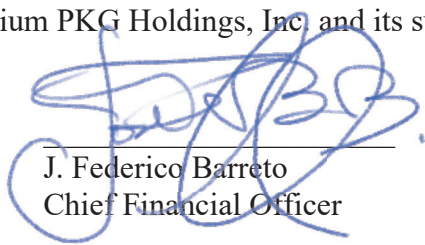
Evercore Group L.L.C.

By: _____
Gregory Berube
Senior Managing Director

Agreed to and Accepted as of the Date
December 17, 2025:

Pretium PKG Holdings, Inc. and its subsidiaries

By:



J. Federico Barreto
Chief Financial Officer

Schedule I
Indemnification Agreement

December 17, 2025

Pretium PKG Holdings, Inc.
Attention: J. Federico Barreto, Chief Financial Officer
1555 Page Industrial Blvd, St Louis, MO 63132

Gentlemen:

In connection with the engagement of Evercore Group L.L.C. (“Evercore”) to render financial advisory services to Pretium PKG Holdings, Inc. (the “Company”) pursuant to the engagement letter, dated December 17, 2025 (the “Engagement Letter”), the Company and Evercore are entering into this Indemnification Agreement (this “Agreement”). It is understood and agreed that in the event that Evercore or any of its members, partners, officers, directors, advisors, representatives, employees, agents, affiliates or controlling persons, if any (each of the foregoing, including Evercore, an “Indemnified Person”), become involved in any capacity in any claim, action, proceeding or investigation brought or threatened by or against any person, including the Company’s stockholders, related to, arising out of or in connection with Evercore’s engagement, Evercore’s performance of any service in connection therewith or any transaction contemplated thereby, the Company will promptly reimburse each such Indemnified Person for its reasonable and documented out of pocket legal and other expenses (including the reasonable and documented out of pocket cost of any investigation and preparation) as and when they are incurred in connection therewith. The Company will indemnify and hold harmless each Indemnified Person from and against any losses, claims, damages, liabilities or expense to which any Indemnified Person may become subject under any applicable federal or state law, or otherwise, related to, arising out of or in connection with Evercore’s engagement, Evercore’s performance of any service in connection therewith or any transaction contemplated thereby, whether or not any pending or threatened claim, action, proceeding or investigation giving rise to such losses, claims, damages, liabilities or expense is initiated or brought by or on the Company’s behalf and whether or not in connection with any claim, action, proceeding or investigation in which the Company or an Indemnified Person is a party, except to the extent that any such loss, claim, damage, liability or expense is found by a court of competent jurisdiction in a judgment which has become final in that it is no longer subject to appeal or review to have resulted from such Indemnified Person’s fraud, gross negligence, bad faith, or willful misconduct. The Company also agrees that no Indemnified Person shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company or its security holders or creditors related to, arising out of or in connection with Evercore’s engagement, Evercore’s performance of any service in connection therewith or any transaction contemplated thereby, except to the extent that any loss, claim, damage, liability or expense is found by a court of competent jurisdiction in a judgment which has become final in that it is no longer subject to appeal or review to have resulted from such Indemnified Person’s fraud, gross negligence, bad faith, or willful misconduct. Each Indemnified Person shall promptly remit

Pretium PKG Holdings, Inc.
December 17, 2025
Page 2

to the Company any amounts paid to such Indemnified Person under this Agreement in respect of losses, claims, damages, liabilities or expense that resulted from such Indemnified Person's fraud, gross negligence, bad faith, or willful misconduct. If multiple claims are brought against Evercore in an arbitration related to, arising out of or in connection with Evercore's engagement, Evercore's performance of any service in connection therewith or any transaction contemplated thereby, with respect to at least one of which such claims indemnification is permitted under applicable law, the Company agrees that any arbitration award shall be conclusively deemed to be based on the claims as to which indemnification is permitted and provided for hereunder, except to the extent the arbitration award expressly states that the award, or any portion thereof, is based solely on a claim as to which indemnification is not available.

If for any reason the foregoing indemnification is unavailable to an Indemnified Person or insufficient to hold it harmless, then the Company shall contribute to the loss, claim, damage, liability or expense for which such indemnification is unavailable or insufficient in such proportion as is appropriate to reflect the relative benefits received, or sought to be received, by the Company and its security holders on the one hand and the party entitled to contribution on the other hand in the matters contemplated by Evercore's engagement as well as the relative fault of the Company and such party with respect to such loss, claim, damage, liability or expense and any other relevant equitable considerations; *provided, however*, if (i) it is found that Evercore has acted with gross negligence, bad faith, or willful misconduct in performing the services that are the subject of the Engagement Letter resulting in such loss, claim, damage, or liability and (ii) it is not also found that the Company has acted with fault with respect to such loss, claim, damage, or liability, then the provisions of this sentence shall not apply. The Company agrees that for the purposes hereof the relative benefits received, or sought to be received, by the Company and its security holders and Evercore shall be deemed to be in the same proportion as (i) the aggregate consideration paid or contemplated to be paid or received or contemplated to be received by the Company or its security holders, as the case may be, pursuant to a transaction contemplated by the engagement (whether or not consummated) for which Evercore has been engaged to perform financial advisory services bears to (ii) the fees paid or payable to Evercore in connection with such engagement; *provided, however*, that, to the extent permitted by applicable law, in no event shall Evercore or any other Indemnified Person be required to contribute an aggregate amount in excess of the aggregate fees actually paid to Evercore for such financial advisory services. The Company and Evercore agree that it would not be just and equitable if contribution hereunder were determined by pro rata allocation or by any other method that does not take into account the equitable considerations referred to herein. The Company's reimbursement, indemnity and contribution obligations under this Agreement shall be in addition to any liability which the Company may otherwise have, shall not be limited by any rights Evercore or any other Indemnified Person may otherwise have and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Company, Evercore, and any other Indemnified Persons.

If any claim, action, proceeding or investigation shall be brought, threatened or asserted against an Indemnified Person in respect of which indemnity may be sought against the Company, Evercore shall promptly notify the Company in writing, and the Company shall be entitled, at its expense, and upon delivery of written notice to Evercore, to assume the defense thereof with counsel

Pretium PKG Holdings, Inc.
December 17, 2025
Page 3

reasonably satisfactory to Evercore. Such Indemnified Person shall have the right to employ separate counsel in any such claim, action, proceeding or investigation and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless (i) the Company has agreed in writing to pay such fees and expenses, (ii) the Company has failed to assume the defense, pursue the defense diligently or to employ counsel in a timely manner or (iii) in such action, claim, suit, proceeding or investigation there is, in the reasonable belief of such Indemnified Person, a conflict of interest or a conflict on any material issue between the Company's position and the position of the Indemnified Person. It is understood, however, that in the situation in which an Indemnified Person is entitled to retain separate counsel pursuant to the preceding sentence, the Company shall, in connection with any one such claim, action, proceeding, investigation or separate but substantially similar or related claims, actions, proceedings, or investigations in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of only one separate firm of attorneys at any time for all such Indemnified Persons (unless in the reasonable belief of such Indemnified Persons, there is a conflict of interest or a conflict on any material issue between the positions of such Indemnified Persons), which firm shall be designated in writing by Evercore. The Company shall not be liable for any settlement or compromise of any claim, action, proceeding or investigation (or for any related losses, claims, damages, liabilities or expenses) if such settlement or compromise is effected without the Company's prior written consent (which will not be unreasonably withheld).

The Company agrees that, without Evercore's prior written consent, not to be unreasonably withheld, conditioned, or delayed, it will not settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action, proceeding or investigation in respect of which indemnification or contribution is reasonably likely to be sought hereunder (whether or not Evercore or any other Indemnified Person is an actual or potential party to such claim, action, proceeding or investigation), unless such settlement, compromise or consent includes an unconditional release from the settling, compromising or consenting party of each Indemnified Person from all liability arising out of such claim, action, proceeding or investigation. No Indemnified Person shall be entitled to indemnification under this Agreement if, without the Company's prior written consent, any Indemnified Person settles, compromises or consents to the entry of any judgment in any pending or threatened claim, action, proceeding or investigation in respect of which indemnification or contribution may be sought hereunder. No waiver, amendment or other modification of this Agreement shall be effective unless in writing and signed by each party to be bound thereby.

For the convenience of the parties hereto, any number of counterparts of this Agreement may be executed by the parties hereto, each of which shall be an original instrument and all of which taken together shall constitute one and the same Agreement. Delivery of a signed counterpart of this Agreement by facsimile transmission shall constitute valid sufficient delivery thereof.

This Agreement and any claim related directly or indirectly to this Agreement shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflicts of law principles that would result in the application of any law other than the law of the State of

Pretium PKG Holdings, Inc.
December 17, 2025
Page 4

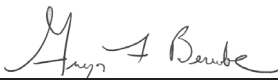
New York). No such claim shall be commenced, prosecuted or continued in any forum other than the courts of the State of New York located in the City and County of New York or in the United States District Court for the Southern District of New York. Evercore and the Company (on its own behalf and, to the extent permitted by applicable law, on behalf of its stockholders and creditors) waive all right to trial by jury in any claim, action, proceeding or counterclaim (whether based upon contract, tort or otherwise) related to or arising out of or in connection with this Agreement.

Each party has all necessary corporate or limited liability company, as applicable, power and authority to enter into this Agreement. All corporate or limited liability company, as applicable, action has been taken by each party necessary for the authorization, execution, delivery of, and the performance of all obligations of each of the parties under the Agreement, and each signatory below is duly authorized to sign this Agreement on behalf of the party it represents.

This Agreement shall remain in effect indefinitely, notwithstanding any termination of Evercore's engagement.

Very truly yours,

Evercore Group L.L.C.

By: 
Gregory Berube
Senior Managing Director

Agreed to and Accepted as of the Date
December 17, 2025:

Pretium PKG Holdings, Inc. and its subsidiaries

By: _____
J. Federico Barreto
Chief Financial Officer

Pretium PKG Holdings, Inc.
December 17, 2025
Page 4

New York). No such claim shall be commenced, prosecuted or continued in any forum other than the courts of the State of New York located in the City and County of New York or in the United States District Court for the Southern District of New York. Evercore and the Company (on its own behalf and, to the extent permitted by applicable law, on behalf of its stockholders and creditors) waive all right to trial by jury in any claim, action, proceeding or counterclaim (whether based upon contract, tort or otherwise) related to or arising out of or in connection with this Agreement.

Each party has all necessary corporate or limited liability company, as applicable, power and authority to enter into this Agreement. All corporate or limited liability company, as applicable, action has been taken by each party necessary for the authorization, execution, delivery of, and the performance of all obligations of each of the parties under the Agreement, and each signatory below is duly authorized to sign this Agreement on behalf of the party it represents.

This Agreement shall remain in effect indefinitely, notwithstanding any termination of Evercore's engagement.

Very truly yours,

Evercore Group L.L.C.

By: _____
Gregory Berube
Senior Managing Director

Agreed to and Accepted as of the Date
December 17, 2025:

Pretium PKG Holdings, Inc. and its subsidiaries

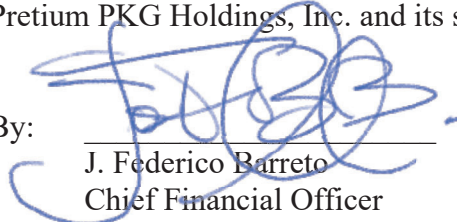
By: 
J. Federico Barreto
Chief Financial Officer

Exhibit B

Evercore Time Records by Professional

Summary by Matter

Matter Number	Matter Description	Hours
1	General Case Administration / Court Hearings	10.0
2	Due Diligence	0.5
3	Business Plan & Strategy	9.5
4	Financing, Capital Structure Review & Analysis	87.0
5	Plan of Reorganization	11.0
6	Stakeholder Communication	46.5
7	Evercore Retention	7.0
TOTAL		171.5

Summary by Professional

Professional	Position	Hours
Gregory Berube	Senior Managing Director	8.0
Matthew Basch	Senior Managing Director	5.5
Daniel Lakhdhir	Managing Director	19.0
Adam Zane	Vice President	18.0
Matthew Van Voorhis	Vice President	2.5
Andrew Hong	Associate	22.0
Michael Gerot	Associate	15.0
Matthew Ding	Analyst	35.5
Kian O'Connor	Analyst	32.5
Nicholas Mack	Analyst	13.5
TOTAL		171.5

Gregory Berube

Date	Work Done	Hour	Code
1/28/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
1/29/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
2/4/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
2/13/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
2/17/2026	Weekly Company Advisors Call with Special Committee	0.5	6. Stakeholder Communication
2/17/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
2/19/2026	Exit Credit Agreement - Call	0.5	4. Financing, Capital Structure Review & Analysis
2/19/2026	Exit Credit Agreement - Call	0.5	4. Financing, Capital Structure Review & Analysis
2/22/2026	Exit Credit Agreement - Call	0.5	4. Financing, Capital Structure Review & Analysis
2/22/2026	Exit Credit Agreement - Call	1.0	4. Financing, Capital Structure Review & Analysis
2/23/2026	Exit Credit Agreement - Call	0.5	4. Financing, Capital Structure Review & Analysis
2/24/2026	Exit Credit Agreement - Call	0.5	4. Financing, Capital Structure Review & Analysis
2/24/2026	Weekly Company Advisors Call with Special Committee	0.5	6. Stakeholder Communication
2/25/2026	Exit Credit Agreement - Call	0.5	4. Financing, Capital Structure Review & Analysis
2/26/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
Total		8.0	

Matthew Basch

Date	Work Done	Hour	Code
1/28/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
1/29/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
2/17/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
2/17/2026	EVR / K&E Confirmation Declaration Call	0.5	5. Plan of Reorganization
2/17/2026	EVR / K&E Confirmation Declaration Call	1.0	5. Plan of Reorganization
2/19/2026	EVR / K&E Confirmation Declaration Call	0.5	5. Plan of Reorganization
2/23/2026	Confirmation Hearing	2.0	1. General Case Administration / Court Hearings
Total		5.5	

Daniel Lakhdhir

Date	Work Done	Hour	Code
1/29/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
1/29/2026	DIP Declarant Prep Call	1.0	4. Financing, Capital Structure Review & Analysis
1/30/2026	First Day Hearing	1.5	1. General Case Administration / Court Hearings
2/4/2026	Update Call with New Money Investor	0.5	5. Plan of Reorganization
2/10/2026	Sponsor Cashout Analysis	0.5	5. Plan of Reorganization
2/12/2026	Call with A-1 Lender	0.5	6. Stakeholder Communication
2/12/2026	Draft DIP Budget Review	0.5	3. Business Plan & Strategy
2/13/2026	Update Call with New Money Investor	0.5	5. Plan of Reorganization
2/17/2026	Weekly Company Advisors Call with Special Committee	0.5	6. Stakeholder Communication
2/17/2026	EVR / K&E Confirmation Declaration Call	0.5	5. Plan of Reorganization
2/17/2026	Draft DIP Budget Review	0.5	3. Business Plan & Strategy
2/17/2026	Exit Credit Agreement - Call	0.5	4. Financing, Capital Structure Review & Analysis
2/19/2026	Exit Credit Agreement - Review of Terms	1.0	4. Financing, Capital Structure Review & Analysis
2/19/2026	Exit Credit Agreement - Call	0.5	4. Financing, Capital Structure Review & Analysis
2/20/2026	Draft DIP Budget Review - with Lender Advisors	0.5	3. Business Plan & Strategy
2/20/2026	Draft DIP Budget Review - Internal	0.5	3. Business Plan & Strategy
2/21/2026	Exit Credit Agreement - Review of Terms	1.0	4. Financing, Capital Structure Review & Analysis
2/21/2026	Exit Credit Agreement - Call	0.5	4. Financing, Capital Structure Review & Analysis
2/22/2026	Exit Credit Agreement - with New Money Investor	0.5	4. Financing, Capital Structure Review & Analysis
2/22/2026	Exit Credit Agreement - with Lender Advisors	0.5	4. Financing, Capital Structure Review & Analysis
2/22/2026	Exit Credit Agreement - with New Money Investor	0.5	4. Financing, Capital Structure Review & Analysis
2/23/2026	Confirmation Hearing	0.5	1. General Case Administration / Court Hearings
2/23/2026	Exit Credit Agreement - with New Money Investor	0.5	4. Financing, Capital Structure Review & Analysis
2/24/2026	Exit Credit Agreement - with New Money Investor	0.5	4. Financing, Capital Structure Review & Analysis
2/24/2026	Draft DIP Budget Review	0.5	3. Business Plan & Strategy
2/24/2026	Weekly Company Advisors Call with Special Committee	0.5	6. Stakeholder Communication
2/25/2026	Exit Credit Agreement - with New Money Investor	0.5	4. Financing, Capital Structure Review & Analysis
2/26/2026	Update Call with New Money Investor	0.5	5. Plan of Reorganization
2/26/2026	Pre-Closing Org. Call	0.5	1. General Case Administration / Court Hearings
2/26/2026	Exit Credit Agreement - with Lender Advisors	0.5	4. Financing, Capital Structure Review & Analysis
2/26/2026	Draft DIP Budget Review	0.5	3. Business Plan & Strategy
2/27/2026	Pre-Closing Org. Call	0.5	1. General Case Administration / Court Hearings
3/2/2026	Closing Call	0.5	1. General Case Administration / Court Hearings
Total		19.0	

Adam Zane

Date	Work Done	Hour	Code
1/29/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
1/29/2026	Allocations - Call	0.5	4. Financing, Capital Structure Review & Analysis
1/30/2026	First Day Hearing	1.5	1. General Case Administration / Court Hearings
2/2/2026	Update Call with UBS on Operational / Admin Alignment	0.5	4. Financing, Capital Structure Review & Analysis
2/2/2026	Allocations - Call	0.5	4. Financing, Capital Structure Review & Analysis
2/4/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
2/9/2026	Sponsor Cashout Analysis - Call	0.5	5. Plan of Reorganization
2/10/2026	Sponsor Cashout Analysis - Call	0.5	5. Plan of Reorganization
2/12/2026	Draft DIP Budget Review	0.5	3. Business Plan & Strategy
2/13/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
2/13/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
2/17/2026	Weekly Company Advisors Call with Special Committee	0.5	6. Stakeholder Communication
2/17/2026	EVR / K&E Confirmation Declaration Call	0.5	5. Plan of Reorganization
2/17/2026	Draft DIP Budget Review	0.5	3. Business Plan & Strategy
2/17/2026	Exit Credit Agreement - Call	0.5	4. Financing, Capital Structure Review & Analysis
2/19/2026	Exit Credit Agreement - Call	0.5	4. Financing, Capital Structure Review & Analysis
2/19/2026	Exit Credit Agreement - Call	0.5	4. Financing, Capital Structure Review & Analysis
2/20/2026	Draft DIP Budget Review	0.5	3. Business Plan & Strategy
2/21/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
2/22/2026	Exit Credit Agreement - Call	0.5	4. Financing, Capital Structure Review & Analysis
2/22/2026	Exit Credit Agreement - Call	0.5	4. Financing, Capital Structure Review & Analysis
2/22/2026	Exit Credit Agreement - Call	0.5	4. Financing, Capital Structure Review & Analysis
2/23/2026	Confirmation Hearing	0.5	1. General Case Administration / Court Hearings
2/23/2026	Exit Credit Agreement - Call	0.5	4. Financing, Capital Structure Review & Analysis
2/24/2026	Exit Credit Agreement - Call	0.5	4. Financing, Capital Structure Review & Analysis
2/24/2026	Draft DIP Budget Review	0.5	3. Business Plan & Strategy
2/24/2026	Update Call with UBS on Operational / Admin Alignment	0.5	4. Financing, Capital Structure Review & Analysis
2/24/2026	Weekly Company Advisors Call with Special Committee	0.5	6. Stakeholder Communication
2/25/2026	Exit Credit Agreement - Call	0.5	4. Financing, Capital Structure Review & Analysis
2/26/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
2/26/2026	Pre-Closing Org. Call	0.5	1. General Case Administration / Court Hearings
2/26/2026	Draft DIP Budget Review	0.5	3. Business Plan & Strategy
2/27/2026	Pre-Closing Org. Call	0.5	1. General Case Administration / Court Hearings
3/2/2026	Closing Call	0.5	1. General Case Administration / Court Hearings
Total		18.0	

Matthew Van Voorhis

Date	Work Done	Hour	Code
1/28/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
1/29/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
2/17/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
2/17/2026	EVR / K&E Confirmation Declaration Call	0.5	5. Plan of Reorganization
2/19/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
Total		2.5	

Andrew Hong

Date	Work Done	Hour	Code
1/28/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
1/29/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
1/31/2026	Allocations	8.0	4. Financing, Capital Structure Review & Analysis
2/1/2026	Allocations	2.0	4. Financing, Capital Structure Review & Analysis
2/2/2026	Allocations	1.0	4. Financing, Capital Structure Review & Analysis
2/3/2026	Allocations	3.0	4. Financing, Capital Structure Review & Analysis
2/4/2026	Allocations	3.0	4. Financing, Capital Structure Review & Analysis
2/4/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
2/13/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
2/17/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
2/17/2026	EVR / K&E Confirmation Declaration Call	0.5	5. Plan of Reorganization
2/19/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
2/22/2026	Daily Company Advisors Call	1.5	6. Stakeholder Communication
Total		22.0	

Michael Gerot

Date	Work Done	Hour	Code
1/28/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
1/29/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
2/4/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
2/4/2026	AHG Diligence	0.5	2. Due Diligence
2/13/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
2/16/2026	Sponsor IC Presentation	0.5	6. Stakeholder Communication
2/17/2026	Sponsor IC Presentation	0.5	6. Stakeholder Communication
2/17/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
2/17/2026	EVR / K&E Confirmation Declaration Call	0.5	5. Plan of Reorganization
2/17/2026	EVR / K&E Confirmation Declaration Call	0.5	5. Plan of Reorganization
2/19/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
2/19/2026	Sponsor IC Presentation	4.0	6. Stakeholder Communication
2/20/2026	Sponsor IC Presentation	4.0	6. Stakeholder Communication
2/22/2026	Daily Company Advisors Call	1.5	6. Stakeholder Communication
Total		15.0	

Matthew Ding

Date	Work Done	Hour	Code
2/2/2026	DIP Solicitation	1.0	4. Financing, Capital Structure Review & Analysis
2/3/2026	Funds Flow	2.0	4. Financing, Capital Structure Review & Analysis
2/10/2026	Draft DIP Budget Review - with Lender Advisors	1.0	3. Business Plan & Strategy
2/11/2026	Draft DIP Budget Review	0.5	3. Business Plan & Strategy
2/11/2026	Voting Solicitation	0.5	5. Plan of Reorganization
2/11/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
2/14/2026	Retention Application	3.0	7. Evercore Retention
2/16/2026	Retention Application	2.0	7. Evercore Retention
2/17/2026	Draft DIP Budget Review	0.5	3. Business Plan & Strategy
2/17/2026	Exit Credit Agreement - Call	0.5	4. Financing, Capital Structure Review & Analysis
2/20/2026	Draft DIP Budget Review - Internal	0.5	3. Business Plan & Strategy
2/23/2026	Confirmation Hearing	1.0	1. General Case Administration / Court Hearings
2/24/2026	Update Call with UBS on Operational / Admin Alignment	0.5	4. Financing, Capital Structure Review & Analysis
2/24/2026	Exit Credit Agreement - Call	0.5	4. Financing, Capital Structure Review & Analysis
2/24/2026	Funds Flow	3.0	4. Financing, Capital Structure Review & Analysis
2/25/2026	Allocations	6.0	4. Financing, Capital Structure Review & Analysis
2/26/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
2/26/2026	Allocations	6.0	4. Financing, Capital Structure Review & Analysis
2/26/2026	Funds Flow	2.0	4. Financing, Capital Structure Review & Analysis
2/27/2026	Funds Flow	2.0	4. Financing, Capital Structure Review & Analysis
3/2/2026	Retention Application	2.0	7. Evercore Retention
Total		35.5	

Kian O'Connor

Date	Work Done	Hour	Code
1/31/2026	Allocations	8.0	4. Financing, Capital Structure Review & Analysis
2/1/2026	Allocations	2.0	4. Financing, Capital Structure Review & Analysis
2/2/2026	Allocations	1.0	4. Financing, Capital Structure Review & Analysis
2/3/2026	Allocations	3.0	4. Financing, Capital Structure Review & Analysis
2/4/2026	Allocations	3.0	4. Financing, Capital Structure Review & Analysis
2/9/2026	Sponsor Cashout Analysis	0.5	5. Plan of Reorganization
2/10/2026	Sponsor Cashout Analysis	0.5	5. Plan of Reorganization
2/11/2026	Sponsor Cashout Analysis	1.0	5. Plan of Reorganization
2/12/2026	Draft DIP Budget Review	0.5	3. Business Plan & Strategy
2/13/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
2/17/2026	Weekly Company Advisors Call with Special Committee	0.5	6. Stakeholder Communication
2/17/2026	Draft DIP Budget Review - with Lender Advisors	0.5	3. Business Plan & Strategy
2/17/2026	Exit Credit Agreement - Call	0.5	4. Financing, Capital Structure Review & Analysis
2/18/2026	Exit Credit Agreement - Call	3.0	4. Financing, Capital Structure Review & Analysis
2/19/2026	Exit Credit Agreement - Call	0.5	4. Financing, Capital Structure Review & Analysis
2/19/2026	Exit Credit Agreement - Call	0.5	4. Financing, Capital Structure Review & Analysis
2/19/2026	Allocations	3.0	4. Financing, Capital Structure Review & Analysis
2/20/2026	Draft DIP Budget Review	0.5	3. Business Plan & Strategy
2/22/2026	Exit Credit Agreement - Call	0.5	4. Financing, Capital Structure Review & Analysis
2/22/2026	Exit Credit Agreement - Call	1.5	4. Financing, Capital Structure Review & Analysis
2/23/2025	Exit Credit Agreement - Call	1.0	4. Financing, Capital Structure Review & Analysis
2/24/2026	Update Call with UBS on Operational / Admin Alignment	0.5	4. Financing, Capital Structure Review & Analysis
Total		32.5	

Nicholas Mack

Date	Work Done	Hour	Code
1/28/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
1/29/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
2/4/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
2/13/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
2/17/2026	Daily Company Advisors Call	0.5	6. Stakeholder Communication
2/17/2026	EVR / K&E Confirmation Declaration Call	0.5	5. Plan of Reorganization
2/19/2026	Daily Company Advisors Call	1.0	6. Stakeholder Communication
2/19/2026	Sponsor IC Presentation	4.0	6. Stakeholder Communication
2/20/2026	Sponsor IC Presentation	4.0	6. Stakeholder Communication
2/22/2026	Daily Company Advisors Call	1.5	6. Stakeholder Communication
Total		13.5	

Exhibit C

Expenses

Fee and Expense Summary

FEE	TOTAL
Restructuring Fee	11,000,000.00
Financing Fee	4,105,418.87
TOTAL GROSS FEES	\$15,105,418.87
Monthly Fee Crediting	(400,000.00)
Financing Fee Crediting	(3,079,064.15)
TOTAL REMAINING GROSS SUCCESS FEES EARNED	\$11,626,354.72
February Monthly Fee	200,000.00
TOTAL FEES REQUESTED	\$11,826,354.72

Expense Detail

EXPENSE	TOTAL
Legal and Other Professional Fees	60,981.00
TOTAL EXPENSES	\$60,981.00

Legal and Other Professional Fees

Date	EXPENSE	TOTAL
2/18/26	Legal and Other Professional Fees	8,804.00
2/23/26	Legal and Other Professional Fees	26,375.00
2/23/26	Legal and Other Professional Fees	25,802.00
TOTAL EXPENSES		\$60,981.00

EVERCORE GROUP LLC

March 20, 2026

Invoice No. 17090

Pretium Packaging, LLC
 1555 Page Industrial Blvd.
 St. Louis, MO 63132
 United States of America

Attention: J. Federico Barreto, Chief Financial Officer

INVOICE

Evercore Fee(s) pursuant to the Engagement Letter dated December 17, 2025:

Fees Due:

Restructuring Fee	11,000,000.00
Financing Fee	4,105,418.87
Monthly Fee payable February 15th 2026	200,000.00
Less: Credit of Monthly Fees	(400,000.00)
Less: Credit of Financing Fee	(3,079,064.15)

Total Fees Due:	<u>11,826,354.72</u>
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Out-of-Pocket Expenses:

Legal	<u>60,981.00</u>
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Total Out-of-Pocket Expenses:	<u>60,981.00</u>
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Total Amount Due and Payable Upon Receipt	<u>\$11,887,335.72</u>
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Please wire **\$11,887,335.72** to the following account:

PNC Bank NA
 500 First Avenue
 Pittsburgh, PA 15219

Mail Address:

SWIFT: PNCCUS33
 ABA No.: 031207607
 For further credit to:

EVERCORE GROUP LLC

Account No.: 8026350726

Overnight Address:

or make check payable to:

EVERCORE GROUP LLC

Evercore Group Broker Dealer
 P.O. Box 830292
 Philadelphia, PA 19182-0292

PNC Bank c/o Evercore Group Broker Dealer
 Lockbox 830292
 525 Fellowship Road, Suite 330
 Mt. Laurel, NJ 08054-3415

/cm



Debevoise & Plimpton LLP
66 Hudson Boulevard
New York, NY 10001
+1 212 909 6000

February 18, 2026

Electronically Billed

Ken Masotti
EVERCORE GROUP LLC
55 E. 52nd Street
New York, NY 10055

eBill Matter ID: M82249262

Invoice #: 2507411

Client Matter 23172.1130

FOR PROFESSIONAL SERVICES rendered through January 31, 2026 in connection with PRETIUM
RETENTION

Fees	\$8,804.00
Charges and Disbursements	\$0.00
TOTAL	<u>\$8,804.00</u>

Payment Due Upon Receipt

23172.1130 – PRETIUM RETENTION

Invoice Number: 2507411

Date	Timekeeper	Narrative	Hours
01/16/26	Heller, Rory	Attend onboarding call with Evercore; correspond with N. Kaluk re same.	0.7
01/16/26	Li, Flora	Meet with D. Lakhdhir and R. Heller re retention; call with R. Heller re retention follow-up; emails with N. Kaluk and R. Heller re new matter.	0.4
01/20/26	Kaluk, Nick S. III	Email with Evercore and K&E teams re doc pull.	0.2
01/20/26	Heller, Rory	Review background email re DIP.	0.5
01/20/26	Li, Flora	Emails with N. Kaluk, D. Lakhdhir, M. Maass, and R. Heller re document collection; correspond with M. Maass re filing timeline.	0.5
01/20/26	Maass, Molly Baltimore	Correspondence with E. Weisgerber, N. Kaluk, and F. Li re potential document collection; Attention to email from client re same.	0.4
01/21/26	Kaluk, Nick S. III	Call and email with R. Morse and Debevoise team re potential doc pull and coordination re same with Kirkland.	0.4
01/21/26	Heller, Rory	Call with R. Morse re potential document collection.	0.2
01/21/26	Maass, Molly Baltimore	Call with client re potential document collection; Call with N. Kaluk re same; Correspondence with Debtors' counsel re same; Correspondence with E. Weisgerber re same.	0.8
01/22/26	Maass, Molly Baltimore	Call with Company counsel re potential document collection; Attention to proposed search terms and draft declaration re same; Updating client and D&P team re same.	0.9
01/29/26	Maass, Molly Baltimore	Correspondence with client re status of discovery requests.	0.2
Total Hours			5.2

TIMEKEEPER SUMMARY

Title	Timekeeper	Hours	Rate	Amount
Partner	Kaluk, Nick S. III	0.6	2,230.00	1,338.00
	Partner Total	0.6		\$1,338.00
Associate	Maass, Molly Baltimore	2.3	1,840.00	4,232.00
	Heller, Rory	1.4	1,680.00	2,352.00
	Li, Flora	0.9	980.00	882.00
	Associate Total	4.6		\$7,466.00
Matter Total		5.2		\$8,804.00



Debevoise & Plimpton LLP
66 Hudson Boulevard
New York, NY 10001
+1 212 909 6000

March 2, 2026

Electronically Billed

Ken Masotti
EVERCORE GROUP LLC
55 E. 52nd Street
New York, NY 10055

eBill Matter ID: M82249262

Invoice #: 2508530

Client Matter 23172.1130

FOR PROFESSIONAL SERVICES rendered through March 2, 2026 in connection with PRETIUM RETENTION

Fees	\$26,375.00
Charges and Disbursements	\$0.00
TOTAL	\$26,375.00

Payment Due Upon Receipt

Payment may Be Made By Wire or ACH Transfer to:
Account #6782453289 at Citibank, N. A., New York, N. Y.
ABA # 021000089 SWIFT: CITIUS33
Tax Identification Number 13-5537279

Remittance Advice: remittance@debevoise.com

23172.1130 – PRETIUM RETENTION

Invoice Number: 2508530

Date	Timekeeper	Narrative	Hours
02/13/26	Li, Flora	Emails with N. Kaluk re draft retention application.	0.1
02/14/26	Heller, Rory	Analyze and comment on draft retention application .	2.1
02/14/26	Li, Flora	Emails with N. Kaluk and R. Heller re draft retention application (0.2); revise draft retention application (1.1).	1.3
02/15/26	Kaluk, Nick S. III	Review markup of retention app/order from R. Heller and F. Li (0.6); email with them re same (0.3).	0.9
02/15/26	Li, Flora	Emails with N. Kaluk and R. Heller re retention application (0.1); revise retention application (0.9); emails with Evercore team re retention application (0.1).	1.1
02/16/26	Li, Flora	Emails with M. Ding re conflicts disclosures.	0.1
02/17/26	Li, Flora	Correspond with R. Heller re draft declaration and conflicts disclosures (0.1); revise draft declaration (0.6).	0.7
02/18/26	Li, Flora	Emails with R. Heller and N. Kaluk re retention app (0.2); revise draft declaration (0.6).	0.8
02/19/26	Heller, Rory	Update draft declaration. .	0.6
02/19/26	Li, Flora	Revise draft declaration (0.2); emails with R. Heller re revisions (0.1); emails with M. Ding re draft declaration revisions and disclosure schedules (0.2).	0.5
02/20/26	Heller, Rory	Analyze updated retention application (0.4); correspond with N. Kaluk and and F. Li re same (0.2). .	0.6
02/20/26	Li, Flora	Emails with N. Kaluk and R. Heller re draft retention application revisions (0.2); analyze NJ precedent for retention applications (0.3).	0.5
02/21/26	Li, Flora	Emails with M. Ding re retention application language.	0.2
02/22/26	Kaluk, Nick S. III	Provide guidance to R. Heller and F. Li on finalizing retention application (0.8) and drafting of Evercore retention declaration (0.8).	1.6
02/22/26	Heller, Rory	Draft declaration. .	3.1
02/22/26	Li, Flora	Correspond with N. Kaluk and R. Heller re draft retention application (0.2); revise draft retention application (0.8).	1.0
02/23/26	Heller, Rory	Update draft declaration; circulate same to client. .	0.9
02/23/26	Li, Flora	Revise draft declaration (0.5); emails with R. Heller re draft declaration (0.1); circulate draft declaration (0.1).	0.7
02/24/26	Kaluk, Nick S. III	Email with Evercore team re steps to emergence, final fee app.	0.3
02/24/26	Li, Flora	Revise draft declaration (0.5); correspond with R. Heller re draft declaration (0.1).	0.6
02/25/26	Kaluk, Nick S. III	Finalize retention app for filing.	0.1
02/25/26	Li, Flora	Revise draft declaration.	0.2
Total Hours			18.0

TIMEKEEPER SUMMARY

Title	Timekeeper	Hours	Rate	Amount
Partner	Kaluk, Nick S. III	2.9	2,230.00	6,467.00
	Partner Total	2.9		\$6,467.00
Associate	Heller, Rory	7.3	1,680.00	12,264.00
	Li, Flora	7.8	980.00	7,644.00
	Associate Total	15.1		\$19,908.00
Matter Total		18.0		\$26,375.00



Debevoise & Plimpton LLP
66 Hudson Boulevard
New York, NY 10001
+1 212 909 6000

March 2, 2026

Ken Masotti
EVERCORE GROUP LLC
55 E. 52nd Street
New York, NY 10055

Invoice #: 2508530

Client Matter 23172.1130

REMITTANCE SUMMARY
(Payment Due Upon Receipt)

Fees	\$26,375.00
Charges and Disbursements	\$0.00
TOTAL	\$26,375.00

Check

Debevoise & Plimpton LLP
Accounting Department, 46th Floor
66 Hudson Boulevard
New York, N.Y. 10001

ACH/Wire Transfer

Citibank, N.A., New York, N.Y.
ABA # 021000089
SWIFT: CITIUS33 Account # 6782453289
Invoice No.: 2508530
Remittance Advice: remittance@debevoise.com



Debevoise & Plimpton LLP
66 Hudson Boulevard
New York, NY 10001
+1 212 909 6000

March 19, 2026

Electronically Billed

Ken Masotti
EVERCORE GROUP LLC
55 E. 52nd Street
New York, NY 10055

eBill Matter ID: M82249262

Invoice #: 2509398

Client Matter 23172.1130

FOR PROFESSIONAL SERVICES rendered through March 19, 2026 in connection with PRETIUM
RETENTION

Fees	\$25,802.00
Charges and Disbursements	\$0.00
TOTAL	\$25,802.00

Payment Due Upon Receipt

23172.1130 – PRETIUM RETENTION

Invoice Number: 2509398

Date	Timekeeper	Narrative	Hours
03/02/26	Kaluk, Nick S. III	Email with R. Heller, F. Li and Evercore team re UST comments to proposed retention order.	0.4
03/02/26	Heller, Rory	Review retention comments from UST(1.3); correspond re same with F. Li and N. Kaluk (0.9).	2.2
03/02/26	Li, Flora	Review UST comments (0.4); correspond with N. Kaluk and R. Heller re UST comments (0.3); correspond with Evercore team re UST comments (0.2); correspond with Kirkland team re retention application (0.2).	1.1
03/03/26	Heller, Rory	Update draft declaration.	0.5
03/03/26	Li, Flora	Draft amended order (0.4); correspond with Kirkland team re draft amended order (0.1).	0.5
03/04/26	Kaluk, Nick S. III	Email with client, Kirkland and internal teams re UST comments to retention order.	0.5
03/04/26	Heller, Rory	Correspond with UST, Kirkland and Evercore teams re comments to application.	1.7
03/04/26	Li, Flora	Correspond with N. Kaluk and R. Heller re US Trustee comments (0.4); correspond with Kirkland team re US Trustee comments (0.3).	0.7
03/05/26	Li, Flora	Correspond with Kirkland team re amended order (0.1); review amended order (0.1); correspond with N. Kaluk re amended order (0.1).	0.3
03/13/26	Li, Flora	Revise draft fee app (1.5); correspond with R. Heller re revisions to fee app (0.1).	1.6
03/16/26	Heller, Rory	Draft final fee application.	3.1
03/16/26	Li, Flora	Correspond with N. Kaluk and R. Heller re revisions to fee application (0.2); correspond with Kirkland team re fee application revisions (0.1); revise fee application (0.5).	0.8
03/17/26	Kaluk, Nick S. III	Provide guidance to R. Heller and F. Li re final fee app draft.	0.2
03/17/26	Heller, Rory	Update draft of final fee application.	0.5
03/17/26	Li, Flora	Revise draft fee application (1.5); correspond with R. Heller re fee application revisions (0.1); correspond with Evercore team (0.1).	1.7
03/18/26	Kaluk, Nick S. III	Provide guidance to F. Li re final fee app comments from debtors' counsel.	0.3
03/18/26	Heller, Rory	Further update final fee application (0.6); email with client re same (0.3).	0.9
03/19/26	Heller, Rory	Email with Evercore and Kirkland teams re finalizing fee app.	0.4
03/19/26	Li, Flora	Finalize final fee app.	0.5
Total Hours			17.9

TIMEKEEPER SUMMARY

Title	Timekeeper	Hours	Rate	Amount
Partner	Kaluk, Nick S. III	1.4	2,230.00	3,122.00
	Partner Total	1.4		\$3,122.00
Associate	Heller, Rory	9.3	1,680.00	15,624.00
	Li, Flora	7.2	980.00	7,056.00
	Associate Total	16.5		\$22,680.00
Matter Total		17.9		\$25,802.00