

APPENDIX B

[Anchor letterhead]

[Name and email address of Employee] VIA U.S. MAIL or EMAIL

Re: Your Past Noncompete Agreement with Anchor

Dear [name of Employee]:

You are receiving this letter because you are an Employee affected by a consent Order that we have entered into with the Federal Trade Commission (“Commission”).

As you know, Anchor Glass Container Corporation (“Anchor”) previously required certain categories of employees not to compete with Anchor for a period of time following their employment with the company. In the fall of 2022, we announced that we rescinded and would no longer enforce our Noncompete Agreement with you.

The Commission has been investigating the use of Noncompete Agreements by Anchor and other companies in the glass-manufacturing industry. As part of this investigation, Anchor has entered into a settlement agreement with the Commission. The Commission has alleged that Anchor’s use of Noncompete Agreements with you and other employees has a tendency to restrict job mobility and harm competition and is unlawful. We have entered into a consent Order with the Commission under which we will not reinstate these Noncompete Agreements for 20 years. Consistent with our prior announcement, any Noncompete Agreement between you and Anchor is null and void.

What is a Noncompete Agreement?

A Noncompete Agreement restricts an employee’s ability to seek or accept a job with another company, to operate their own business, or otherwise to compete with their former employer after they’ve left the company. These agreements sometimes (but not always) use words like “non-competition” or “non-compete.”

How the FTC Order affects you

The FTC Order requires us to:

1. Cancel all Noncompete Agreements with current or former Anchor employees in job positions identified in the Order;
2. Stop entering into Noncompete Agreements with employees in those positions; and
3. Release you from the Noncompete Agreement with us.

This means that once you stop working for Anchor:

- You may seek or accept a job with any company or person – even if they compete with Anchor.
- You may run your own business – even if it competes with Anchor.

- You may compete with Anchor at any time after you leave Anchor.

We can still enter or enforce agreements that prevent current or former employees from using or disclosing Anchor's confidential business information and trade secrets – for example, if the employee goes to work for someone else.

Where to get more information

To learn more about this case, please read the attached FTC Order in *In re Anchor Glass Container Corporation, Lynx Finance GP, LLC, and Lynx Finance, L.P.*, C-xxxx, or visit [URL that goes to the [ftc.gov](#) press release]. This letter summarizes the main points of the matter, but the only official source of information is the FTC Order. The FTC Order reflects an agreement between the FTC and Anchor that settles the FTC's allegations. It does not constitute an admission by Anchor that it has violated the law or that any of the facts alleged by the FTC regarding Anchor's conduct are true.

If you have concerns about whether Anchor or any Anchor employees are complying with their obligations under the Order – or how the Order applies to you or your colleagues – contact Sam Hijab in Anchor's legal department at (813) 880-2136, sam.hijab@anchorglass.com, or the FTC by contacting Danielle Sims, (202) 326-3241, dsims1@ftc.gov, or Ben Lorigo, (202) 326-3717, slorigo@ftc.gov.

Sincerely,

Wendy Larrison

Chief Human Resources Office