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

Form 10-K

(Mark One)

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

For the fiscal year ended December 31, 2014

Or

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

For the transition period from ____ to ____

Commission file number 1-12139

SEALED AIR CORPORATION
(Exact name of registrant as specified in its charter)

Delaware	**65-0654331**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification Number)**
8215 Forest Point Boulevard, Charlotte, North Carolina	**28273**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: (201) 791-7600

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

Title of Each Class	Name of Each Exchange on Which Registered
Common Stock, par value $0.10 per share	**New York Stock Exchange**

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

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act. Yes ☐ No ☒

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

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

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§ 229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☒

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

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☐

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

As of the last business day of the registrant's most recently completed second fiscal quarter, June 30, 2014, the aggregate market value of the registrant's common stock held by non-affiliates of the registrant was approximately $7,196,000,000, based on the closing sale price as reported on the New York Stock Exchange.

There were 210,151,221 shares of the registrant's common stock, par value $0.10 per share, issued and outstanding as of January 31, 2015.

DOCUMENTS INCORPORATED BY REFERENCE:

Portions of the registrant's definitive proxy statement for its 2015 Annual Meeting of Stockholders, to be held on May 14, 2015, are incorporated by reference into Part II and Part III of this Form 10-K.

SEALED AIR CORPORATION AND SUBSIDIARIES

Table of Contents

PART I		
Item 1.	Business	4
Item 1A.	Risk Factors	13
Item 1B.	Unresolved Staff Comments	25
Item 2.	Properties	25
Item 3.	Legal Proceedings	25
Item 4.	Mine Safety Disclosures	26
	Executive Officers of the Registrant	27
PART II		
Item 5.	Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities	29
Item 6.	Selected Financial Data	32
Item 7.	Management’s Discussion and Analysis of Financial Condition and Results of Operations	34
Item 7A.	Quantitative and Qualitative Disclosures About Market Risk	67
Item 8.	Financial Statements and Supplementary Data	71
Item 9.	Changes in and Disagreements With Accountants on Accounting and Financial Disclosure	137
Item 9A.	Controls and Procedures	138
Item 9B.	Other Information	138
PART III		
Item 10.	Directors, Executive Officers and Corporate Governance	139
Item 11.	Executive Compensation	139
Item 12.	Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters	139
Item 13.	Certain Relationships and Related Transactions, and Director Independence	139
Item 14.	Principal Accounting Fees and Services	139
PART IV		
Item 15.	Exhibits and Financial Statement Schedules	140
Signatures		

Cautionary Notice Regarding Forward-Looking Statements

This report contains "forward-looking statements" within the meaning of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 concerning our business, consolidated financial condition and results of operations. The Securities and Exchange Commission ("SEC") encourages companies to disclose forward-looking statements so that investors can better understand a company's future prospects and make informed investment decisions. Forward-looking statements are subject to risks and uncertainties, many of which are outside our control, which could cause actual results to differ materially from these statements. Therefore, you should not rely on any of these forward-looking statements. Forward-looking statements can be identified by such words as "anticipates," "believes," "plan," "assumes," "could," "should," "estimates," "expects," "intends," "potential," "seek," "predict," "may," "will" and similar references to future periods. All statements other than statements of historical facts included in this report regarding our strategies, prospects, financial condition, operations, costs, plans and objectives are forward-looking statements. Examples of forward-looking statements include, among others, statements we make regarding expected future operating results, expectations regarding the results of restructuring and other programs, anticipated levels of capital expenditures and expectations of the effect on our financial condition of claims, litigation, environmental costs, contingent liabilities and governmental and regulatory investigations and proceedings.

Please refer to Part II, Item 1A, "Risk Factors" for important factors that we believe could cause actual results to differ materially from those in our forward-looking statements. Any forward-looking statement made by us in this report is based only on information currently available to us and speaks only as of the date on which it is made. We undertake no obligation to publicly update any forward-looking statement, whether written or oral, that may be made from time to time, whether as a result of new information, future developments or otherwise.

Non-U.S. GAAP Information

We present financial information that conforms to Generally Accepted Accounting Principles in the United States of America ("U.S. GAAP"). We also present financial information that does not conform to U.S. GAAP, which we refer to as non-U.S. GAAP, as our management believes it is useful to investors. In addition, non-U.S. GAAP measures are used by management to review and analyze our operating performance and, along with other data, as internal measures for setting annual budgets and forecasts, assessing financial performance, providing guidance and comparing our financial performance with our peers. The non-U.S. GAAP information has limitations as an analytical tool and should not be considered in isolation from or as a substitute for U.S. GAAP information. It does not purport to represent any similarly titled U.S. GAAP information and is not an indicator of our performance under U.S. GAAP. Non-U.S. GAAP financial measures that we present may not be comparable with similarly titled measures used by others. Investors are cautioned against placing undue reliance on these non-U.S. GAAP measures. Further, investors are urged to review and consider carefully the adjustments made by management to the most directly comparable U.S. GAAP financial measure to arrive at these non-U.S. GAAP financial measures. See Note 4, "Segments" and our Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") for reconciliations of our non-U.S. GAAP financial measures to U.S. GAAP. Information reconciling forward-looking non-U.S. GAAP measures to U.S. GAAP measures is not available without unreasonable effort.

Our management may assess our financial results both on a U.S. GAAP basis and on a non-U.S. GAAP basis. Non-U.S. GAAP financial measures provide management with additional means to understand and evaluate the core operating results and trends in our ongoing business by eliminating certain one-time expenses and/or gains (which may not occur in each period presented) and other items that management believes might otherwise make comparisons of our ongoing business with prior periods and peers more difficult, obscure trends in ongoing operations or reduce management's ability to make useful forecasts.

Our non-U.S. GAAP financial measures may also be considered in calculations of our performance measures set by the Organization and Compensation Committee of our Board of Directors for purposes of determining incentive compensation. The non-U.S. GAAP financial metrics mentioned above exclude items that we consider as unusual or special items. We evaluate unusual or special items on an individual basis. Our evaluation of whether to exclude an unusual or special item for purposes of determining our non-U.S. GAAP financial measures considers both the quantitative and qualitative aspects of the item, including among other things (i) its nature, (ii) whether or not it relates to our ongoing business operations, and (iii) whether or not we expect it to occur as part of our normal business on a regular basis.

As of January 1, 2014, the Company changed the segment performance measure in which the management assesses segment performance and makes allocation decisions by segment from operating profit (a U.S. GAAP financial measure) to Adjusted EBITDA (a non-U.S. GAAP financial measure). Adjusted EBITDA is defined as Earnings before Interest Expense, Taxes, Depreciation and Amortization, adjusted to exclude the impact of special items.

We also present our adjusted income tax rate or provision (“Core Tax Rate”). The Core Tax Rate is a measure of our U.S. GAAP effective tax rate, adjusted to exclude the tax impact from the special items that are excluded from our Adjusted Net Earnings and Adjusted EPS metrics as well as expense or benefit from any special taxes or tax benefits. The Core Tax Rate is an indicator of the taxes on our core business. The tax situation and effective tax rate in the specific countries where the excluded or special items occur will determine the impact (positive or negative) to the Core Tax Rate.

In our “Net Sales by Geographic Region,” “Components of Change in Net Sales by Segment” and in some of the discussions and tables that follow, we exclude the impact of foreign currency translation when presenting net sales information, which we define as “constant dollar.” Changes in net sales excluding the impact of foreign currency translation are non-U.S. GAAP financial measures. As a worldwide business, it is important that we take into account the effects of foreign currency translation when we view our results and plan our strategies. Nonetheless, we cannot control changes in foreign currency exchange rates. Consequently, when our management looks at our financial results to measure the core performance of our business, we may exclude the impact of foreign currency translation by translating our current period results at prior period foreign currency exchange rates. We also may exclude the impact of foreign currency translation when making incentive compensation determinations. As a result, our management believes that these presentations are useful internally and may be useful to investors.

PART I

Item 1. *Business*

Sealed Air Corporation, a corporation organized under the laws of Delaware, is a global leader in food safety and security, facility hygiene and product protection. We serve an array of end markets including food and beverage processing, food service, retail, healthcare and industrial, and commercial and consumer applications. Our focus is on achieving quality sales growth through leveraging our geographic footprint, technological know-how and leading market positions to bring measureable, sustainable value to our customers and investors.

Sealed Air was founded in 1960. We conduct substantially all of our business through three wholly-owned subsidiaries, Cryovac, Inc., Sealed Air Corporation (US) and Diversey, Inc. ("Diversey"). Throughout this Annual Report on Form 10-K, when we refer to "Sealed Air," the "Company," "we," "us" or "our," we are referring to Sealed Air Corporation and all of our subsidiaries, except where the context indicates otherwise. Please refer to Part II, Item 8, "Financial Statements and Supplementary Data" for financial information about the Company and its subsidiaries, which is incorporated herein by reference. Also, when we cross reference to a "Note," we are referring to our "Notes to Consolidated Financial Statements," unless the context indicates otherwise.

We are a leading global innovator in the applications we serve and we differentiate ourselves through our:

- extensive global reach, by which we leverage our strengths across our operations in 62 countries to reach customers in over 175 countries;
- approximately 24,000 employees representing industry-leading expertise in package design, sales, service and engineering, hygiene and sanitation solutions, and in food science;
- leading brands, such as Cryovac® packaging technology, Diversey® and TASKI® brand cleaning and hygiene solutions and our Bubble Wrap ® brand cushioning, Jiffy® protective mailers, and Instapak® foam-in-place systems;
- technology leadership with an emphasis on proprietary technologies;
- total systems offering that includes specialty materials and formulations, equipment systems and services; and
- solid cash flow generation from premium solutions to meet our customers' needs, productivity improvements, working capital management and an asset-light business model.

In 2014, our operations generated approximately 65% of our revenue from outside the United States. We generated net sales of $7,751 million, Adjusted EBITDA of $1,118 million and net earnings from continuing operations of $258 million. Refer to Part II, Item 7 "Management's discussion and Analysis of Financial Conditions and Results of Operations for reconciliation of Non-U.S. GAAP total company adjusted EBITDA to U.S. GAAP net earnings from continuing operations.

Our Competitive Strengths

Leading Market Positions. We are a leading global provider of packaging solutions for the institutional food, consumer and industrial markets. We are also one of the leading providers of institutional and industrial cleaning, sanitation and hygiene solutions, products and related services. We offer the food processing and food service industries improved hygiene, extended shelf life and enhanced operational productivity by reducing down-time, waste generation, water use, effluent discharge, and energy consumption. We also offer business supply distributors a broad selection of premium packaging and cleaning solutions to maximize distribution efficiencies and customer reach.

Scale and Global Reach. We have approximately 24,000 employees globally and are present in 62 countries with a sales and distribution network reaching over 175 countries. This scale and reach enables us to meet our customers' needs as they expand their business on a global basis. We believe our geographic presence, extensive distribution network, and exposure to a variety of end markets help diversify our business, leverage our technology and our total systems solution model and position us to capitalize on growth opportunities in markets around the world.

Diversified Customer Base. Our customers include leading global food and beverage processors, business supply distributors, consumer products manufacturers, hotel operators, retailers, building contractors, educational institutions and health care providers. Our customer base is diverse, with no single customer or affiliated group of customers representing more than 10% of net sales in 2014.

Keen Focus on Innovation. We believe we are a leading innovator in material science, solution formulations, equipment systems, manufacturing technologies, and cleaning and sanitation processes, which deliver automation and efficiencies in our customers' operations. Our solutions are differentiated by proprietary, patented formulations and material technologies, as well as by trade secrets and trademarks. We have a global network of labs with an extensive team of scientists, engineers, designers and application experts. We invest approximately $300 million in research and development expense and capital expenditures annually. Our research and development strategy is focused on delivering innovative, sustainable solutions that enhance our customers' operational efficiency and improve profitability.

Highly Integrated with our Customer Base. We install our equipment in our customers' facilities and are integrated into their operational processes. We leverage our extensive installed equipment base when innovating new formulations and solutions and partner with customers to train their employees on how to effectively apply our solutions and operate our systems. We believe this provides customer "stickiness" and recurring revenue streams for our Company.

Solid Cash Flow Generation. The stability of our business, combined with the relatively low capital intensity of our operations and our solid working capital management, supports our ability to generate cash flow. We believe we are well positioned to benefit from attractive long-term global growth trends such as an increasing emphasis on food safety and security, health and hygiene, and sustainability, as well as our own geographic diversity, to drive additional cash flow.

Our Business Strategies

We seek to enhance our position as a leading global provider of innovative packaging and hygiene solutions that our customers use to improve performance, cost competitiveness and sustainability within their operations by focusing on six strategic priorities:

Maintaining and extending our technological leadership, expertise and our sustainability value proposition.

We continue to focus on becoming a knowledge-based, market-driven company centered on offering solutions that enable our customers to meet their sustainability needs while growing their business, reducing costs and mitigating risk, including enhancing top line growth and conserving energy, water and other resources while reducing waste in their operations. Our product solution goals align with sustainable sourcing principles and new product development innovation processes, while providing greater transparency of our supply chain. We enhance our ability to position our product features and benefits using a sustainability lens and leverage these product strengths to differentiate our solutions in the market, with a view to this approach becoming the new business standard in the future.

Better aligning ourselves with the customers, markets and global mega-trends.

As part of our ongoing business portfolio review, we are committed to identifying those customers and markets that offer us the best opportunity to deliver solutions and services that are sufficiently differentiated and valued in the marketplace. In addition, we are committed to aligning our business with key global mega-trends, including e-commerce, infection control and the global movement of food. In particular, we will leverage our strengths to enhance our position with our food and beverage customers and, by doing so, we improve access to a more secure food supply chain. Our priorities are embodied in our four commitments: enhancing food security, creating healthy and clean environments, conserving natural resources, and driving livelihood programs in the communities where we do business.

Accelerating our penetration and rate of growth in developing regions.

With an international focus and extensive geographic footprint aligned to our growth opportunities, we will combine our local market knowledge with our broad portfolio and strengths in innovation and customer service to grow in developing regions. Urbanization, global trade, increased protein consumption and the ongoing conversion to safer and hygienically packaged foods and goods are key secular trends that underpin our confidence in our ability to grow rapidly in these parts of the world.

Focusing on cash flow generation and improved return on assets.

We are focused on generating substantial operating cash flow from our existing business so that we can continue to invest in new products and technologies, deleverage our balance sheet, continue to pay dividends, and support growth in our share price. We believe our ongoing process of critically analyzing our business portfolio and reallocating technical, human, and capital resources to the most promising market sectors from those sectors that are less strategic or have a lower level of financial performance will enhance our free cash flow generation performance and result in a higher return on assets, thus improving shareholder value.

Optimizing our cost base and operations to maximize efficiency and profitability.

The size and scale of our global operations affords us a continuing opportunity to derive greater supply chain efficiencies by leveraging our purchasing power, optimizing our manufacturing and logistics footprint, improving our internal operations and processes, and reducing complexity and cost. In addition to reducing the cost of our supply chain operations, we continue to focus on adapting the cost structure of our customer facing and back-office operations to the appropriate level required to adequately support our external customer base and run the business effectively. We also have sustainability goals to reduce the environmental impact of our global operations and deliver operational excellence while upholding the highest ethical standards in our business practices. Every year our facilities around the world develop improvement plans to meet environmental impact and cost-reduction goals. These align with corporate goals for energy, greenhouse gases, water, waste, efficiency targets and cost savings. In turn, the company’s impact on the environment is reduced while the ability to generate profits is enhanced.

Developing our people.

We recognize that a core strength of our business is our people. Therefore, we will continue to invest in the development of key skills in our diverse workforce while improving our ability to attract and retain new employees who are motivated by our company vision and the positive impact they can have on the world.

Segments

Effective as of January 1, 2014, we changed our segment reporting structure in order to reflect the way management now makes operating decisions and manages the growth and profitability of the business. This change corresponds with management’s current approach of allocating costs and resources and assessing the performance of our segments. We report our segment information in accordance with the provisions of Financial Accounting Standards Board Accounting Standards Codification Topic 280, “Segment Reporting,” (“FASB ASC Topic 280”). There has been no change in our total consolidated financial condition or results of operations previously reported as a result of the change in our segment structure. There were no changes to the reportable segment assets as a result of the change in segment reporting.

As a result, the Company’s new segment reporting structure consists of three reportable segments and an “Other” category and is as follows:

- Food Care;
- Diversey Care;
- Product Care; and
- Other (includes Corporate, Medical Applications and New Ventures businesses)

See Note 4, “Segments” for further information.

Descriptions of the Reportable Segments and Other

Food Care Segment

The Food Care division focuses on providing processors, retailers and food service operators a broad range of integrated system solutions that improve the management of contamination risk and facility hygiene during the food and beverage production process, extend product shelf life through packaging technologies, and improve merchandising, ease-of-use, and back-of-house preparation processes. Our systems are designed to be turn-key and reduce customers’ total operating costs through improved operational efficiencies and reduced food waste, as well as lower water and energy use. As a result, processors are able to produce and deliver their products more cost-effectively, safely, efficiently, and with greater confidence through their supply chain with a trusted partner.

The business largely serves perishable food and beverage processors, predominately in fresh red meat, smoked and processed meats, beverages, poultry and dairy (solids and liquids) markets worldwide, and maintains a leading position in the applications it targets. Solutions are marketed under the Cryovac ® and Diversey® trademarks and under sub-brands such as Cryovac Grip & Tear ®, Cryovac® Darfresh®, Cryovac Mirabella ®, Simple Steps ®, Secure Check ® and Enduro Power™.

Our solutions incorporate equipment systems that are frequently integrated into customers' operations, consumables such as advanced flexible films, absorbent materials and trays, and a variety of pre- and post-sale services. Packaging equipment systems can incorporate various options for loading, filling and dispensing, and will also accommodate certain retort and aseptic processing conditions. Equipment solutions supported include vacuum shrink bag systems, flow-vac, thermoforming, skin, tray/lid and vertical pouch packaging systems. Services include graphic design, printing, training, field quality assurance and remote diagnostics. Facility hygiene solutions include clean-in-place and open plant systems that integrate cleaning chemicals, lubricants, floor care equipment and cleaning tools. Also offered are a wide range of value-added services such as application and employee training and auditing of hygiene, water and energy management to improve the operational efficiency of customers' processes and their cleaning efficacy.

Food Care focuses on providing comprehensive systems which protect our customers' products while adding value through increasing operational efficiency and reducing waste throughout the entire food and beverage supply chain. Food Care will partner with customers to provide integrated packaging and hygiene solutions that will consistently deliver food safety, shelf life extension, total cost optimization and innovative packaging formats which will enable our customers to enhance their brands in the marketplace.

Diversey Care Segment

Diversey Care solutions aim to improve operational efficiency and mitigate risk by improving our customers' cleaning processes and methods and reducing the overall environmental footprint of commercial and industrial facilities. The Diversey Care division represents the broad offering of Diversey®-branded total integrated system solutions for facility hygiene, food safety and security, and infection control to customers worldwide. The division is focused on serving five key institutional and industrial sectors globally, which include: food service operators, hospitality establishments and building service contractors, food retail outlets, and healthcare facilities.

Diversey Care integrates cleaning chemicals, floor care machines, cleaning tools and equipment, and a wide range of value-added services based on extensive expertise, including application and employee training, auditing of hygiene and appearance, food safety services and water and energy management. These solutions address kitchen hygiene, floor care, housekeeping and restroom care, and professional laundry. The product range of Diversey-branded solutions includes fully integrated lines of products and dispensing systems for hard surface cleaning, disinfecting and sanitizing, hand washing, deodorizing, mechanical and manual ware washing, hard surface and carpeted floor cleaning systems, cleaning tools and utensils, and fabric care for professional laundry applications comprising detergents, stain removers, bleaches and a broad range of dispensing equipment for process control and management information systems. Floor care machines are commercialized under the well-established Taski ® brand.

Diversey Care is focused on growth in developing regions, where increased urbanization and greater sanitation and hygiene requirements provide growth opportunities with regional and multinational customers across its five targeted market sectors. Diversey Care retains a very solid market position in developed economies and is focused on expanding its market presence by increasing the measurable value its extensive expertise and integrated solutions can provide. Its global footprint enables advantages in accessing the opportunity provided by large corporate and international accounts.

Product Care Segment

Sealed Air's Product Care division resolves the demanding protective and specialty packaging challenges through tailored, practical solutions. Across a wide range of industries, Product Care applies its expertise globally to maximize performance and efficiency while also reducing the amount of energy and raw materials needed to get valuable assets through the distribution chain safely and securely.

This division provides customers with a versatile range of Product Care solutions to meet cushioning, void fill, positioning/block-and-bracing, surface protection, retail display, containment and dunnage needs. Solutions are marketed under industry-leading brands that include Bubble Wrap ® and AirCap ® air cellular packaging, Cryovac ® performance shrink films, Shanklin ® shrink packaging systems, Instapak ® polyurethane foam packaging systems, Jiffy ®mailers, and Korrvu ® suspension and retention packaging and sustainable offers in PakNatural ® Loose fill and RestoreÒ Mushroom ® packaging. Solutions are sold globally and supported by a network of 29 American Society for Testing and Materials International ("ASTM") approved Product Care design and testing centers, and one of the industry's largest sales and service teams.

Today, Product Care solutions are largely sold through business supply distribution that sells to business/industrial end-users representing over 400 SIC codes. Additionally, solutions are sold directly to fabricators, OEMs/contract manufacturers, third party logistics partners, e-commerce/fulfillment operations, and at retail centers, where Product Care offers select products for consumer use on a global basis.

Product Care is focused on sustainability, growth in developing regions, advancements in material science, automation and user ease-of-use interface and features.

Other

Other includes Corporate and our Medical Applications and New Ventures businesses, which we may refer to from time to time as “Other.” Other includes certain costs that are not allocated to the reportable segments, primarily consisting of unallocated corporate overhead costs, including administrative functions and cost recovery variances not allocated to the reportable segments from global functional expenses.

Other also includes all items the Company categorizes as special or unusual items that are reported on the consolidated statements of operations. These special items primarily consist of restructuring and other associated costs, loss on debt redemptions and foreign currency exchange gains/losses related to Venezuelan subsidiaries.

We also focus on growth by utilizing our technologies in new market segments. Other includes our medical applications and new ventures businesses.

Medical Applications

The goal of our Medical Applications business is to provide solutions offering superior protection and reliability to the medical, pharmaceutical and medical device industries. We sell medical applications products directly to medical device manufacturers and pharmaceutical companies and to the contract packaging firms that supply them. Medical Applications is focused on growth in the medical device and pharmaceutical solutions packaging markets. Our core product lines include customer designed flexible packaging materials for medical and drug delivery devices, specialty component films for ostomy and colostomy bags and PVC free film to package pharmaceutical solutions.

New Ventures

Our New Ventures business includes several development and innovative programs that are focused on new technologies and opportunities that leverage our capabilities into core and non-core markets. These efforts include market focused exploration of both product and knowledge-based solutions.

Global Operations

We operate through our subsidiaries and have a presence in the United States and the 61 other countries listed below, enabling us to distribute our products to our customers in over 175 countries.

Argentina	Denmark	Ireland	New Zealand	Singapore	Ukraine
Australia	Dominican Republic	Israel	Nigeria	Slovakia	United Arab Emirates
Austria	Egypt	Italy	Norway	Slovenia	United Kingdom
Belgium	Finland	Jamaica	Pakistan	South Africa	Uruguay
Brazil	France	Japan	Peru	South Korea	Venezuela
Canada	Germany	Kenya	Philippines	Spain	Vietnam
Chile	Greece	Luxembourg	Poland	Sweden	
China	Guatemala	Malaysia	Portugal	Switzerland	
Colombia	Hungary	Mexico	Romania	Taiwan	
Costa Rica	India	Morocco	Russia	Thailand	
Czech Republic	Indonesia	Netherlands	Saudi Arabia	Turkey	

In maintaining our foreign operations, we face risks inherent in these operations, such as currency fluctuations, inflation and political instability. Information on currency exchange risk appears in Part II, Item 7A of this Annual Report on Form 10-K, which information is incorporated herein by reference. Other risks attendant to our foreign operations are set forth in Part I, Item 1A “Risk Factors,” of this Annual Report on Form 10-K, which information is incorporated herein by reference. Information on the impact of currency exchange on our consolidated financial statements appears in Part II, Item 7. “Management’s Discussion and Analysis of Financial Condition and Results of Operations.” Financial information showing net sales and total long-lived assets by geographic region for each of the three years ended December 31, 2014 appears in Note 4, “Segments,” which information is incorporated herein by reference. We maintain programs to comply with the various laws, rules and regulations related to the protection of the environment that we may be subject to in the many countries in which we operate. See Part II, Item 7. “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Environmental Matters.”

Employees

As of December 31, 2014, we had approximately 24,000 employees worldwide. Approximately 8,000 of these employees were in the U.S., with approximately 150 of these employees covered by collective bargaining agreements. Of the approximately 16,000 employees who were outside the U.S., approximately 9,800 were covered by collective bargaining agreements. Outside of the U.S., many of the covered employees are represented by works councils or industrial boards, as is customary in the jurisdictions in which they are employed. We believe that our employee relations are satisfactory.

Marketing, Distribution and Customers

At December 31, 2014, we employed approximately 7,100 sales, marketing and customer service personnel throughout the world who sell and market our products to and through a large number of distributors, fabricators, converters, e-commerce and mail order fulfillment firms, and contract packaging firms as well as directly to end-users such as food processors, foodservice businesses, supermarket retailers, lodging, retail, pharmaceutical companies, healthcare facilities, medical device manufacturers, and other manufacturers.

To support our Food Care and New Ventures customers, we operate three Packforum® innovation and learning centers that are located in the U.S., France, and China. At Packforum ® Centers, we assist customers in identifying the appropriate packaging materials and systems to meet their needs. We also offer ideation services, educational seminars, employee training and customized graphic design services to our customers.

To assist our marketing efforts for our Product Care products and to provide specialized customer services, we operate 29 industrial Package Design Centers (PDCs) worldwide within our facilities. These PDCs are staffed with professional packaging engineers and outfitted with drop-testing and other equipment used to develop, test and validate cost-effective package designs to meet each Product Care customer’s needs.

To support our equipment systems and the marketing of our totals systems solutions, we provide field technical services to our customers worldwide. These services include system installation, integration and monitoring systems, repair and upgrade, operator training in the efficient use of our systems, qualification of various consumable and system combinations, and equipment layout and design.

Our Food Care applications are largely sold direct, while most of our Product Care products and a portion of our Diversey Care products and solutions are sold through business supply distributors.

We have no material long-term contracts for the distribution of our products. In 2014, no customer or affiliated group of customers accounted for 10% or more of our consolidated net sales.

Seasonality

Historically, net sales in our Food Care segment have tended to be slightly lower in the first quarter and slightly higher towards the end of the third quarter through the fourth quarter, due to holiday events. Net sales in our Diversey Care segment have tended to be slightly lower in the first quarter; second quarter sales represent a modest seasonal increase due to higher occupancy rates in European lodging; and the third and fourth quarters of the year are relatively the same level as the second quarter. Net sales in our Product Care segment have also tended to be slightly lower in the first quarter and higher in the mid-third quarter and through the fourth quarter due to the holiday shopping season. On a consolidated basis, there is little seasonality in the business, with net sales slightly lower in the first quarter and slightly higher towards the end of the third quarter through the fourth quarter. Our consolidated net earnings typically trend directionally the same as our net sales seasonality. Cash flow from operations has tended to be lower in the first quarter and higher in the fourth quarter, reflecting seasonality of sales and working capital changes, including the timing of certain annual incentive compensation payments.

Other factors may outweigh the effects of seasonal changes in our net earnings results including, but not limited to, changes in raw materials and other costs, foreign exchange rates, interest rates, taxes and the timing and amount of acquisition synergies and restructuring and other non-recurring charges.

Competition

Competition for most of our packaging products is based primarily on packaging performance characteristics, service and price. There are also other companies producing competing products that are well-established. Since competition is also based upon innovations in packaging technology, we maintain ongoing research and development programs to enable us to maintain technological leadership. We invest approximately double the industry average on research and development as a percentage of net sales per year as compared with our packaging peers.

There are other manufacturers of Food Care products, some of which are companies offering similar products that operate across regions and others that operate in a single region or single country. Competing manufacturers produce a wide variety of food packaging based on plastic, metals and other materials. We believe that we are one of the leading suppliers of (i) flexible food packaging materials and related systems in the principal geographic areas in which we offer those products, (ii) barrier trays for case-ready meat products in the principal geographic areas in which we offers those trays, and (iii) absorbent pads for food products to supermarkets and to meat and poultry processors in the U.S.

Our Food Care hygiene solutions and Diversey Care solutions face a wide spectrum of competitors across each product category. Competition is both global and regional in scope and includes numerous small, local competitors with limited product portfolios and geographic reach. We compete globally on premium product offerings and application expertise, innovative product and dispensing equipment offerings, value-added solution delivery, and strong customer service and support. We differentiate our offerings from competitors by becoming the preferred partner to our customers, and by providing innovative, industry-leading products to make their facilities safer and healthier for both maintenance staff and building occupants. We believe our integrated solutions approach, which includes the supply of machines, tools, chemicals, processes and training to customers to drive productivity improvements, reduce total cost of ownership, reduce risk of food safety events and improve infection control to reduce healthcare acquired infections, is a unique competitive strength. Additionally, the quality, ease of use and environmental profile of our products are unique and have helped support long-standing, profitable relationships with many top customers.

Our Product Care products compete with similar products made by other manufacturers and with a number of other packaging materials that customers use to provide protection against damage to their products during shipment and storage. Among the competitive materials are various forms of paper packaging products, expanded plastics, corrugated die cuts, strapping, envelopes, reinforced bags, boxes and other containers, and various corrugated materials, as well as various types of molded foam plastics, fabricated foam plastics, mechanical shock mounts, and wood blocking and bracing systems. We believe that we are one of the leading suppliers of air cellular cushioning materials containing a barrier layer, inflatable packaging, suspension and retention packaging, shrink films for industrial and commercial applications, protective mailers, polyethylene foam and polyurethane foam packaging systems in the principal geographic areas in which we sell these products.

Competition for most of our Medical Applications products is based primarily on performance characteristics, service and price.

Raw Materials and Sourcing

Suppliers provide raw materials, packaging components, equipment, accessories and contract manufactured goods. Our principal raw materials are polyolefin and other petrochemical-based resins and films, caustic soda, solvents, waxes, phosphates, surfactants, chelates, fragrances and paper and wood pulp products. These raw materials represent approximately 40% of our consolidated cost of sales. We also purchase corrugated materials, cores for rolls of products such as films and Bubble Wrap ® brand cushioning, inks for printed materials, bag-in-the-box containers, bottles, drums, pails, totes, aerosol cans, caps, triggers, valves, and blowing agents used in the expansion of foam packaging products. In addition, we offer a wide variety of specialized packaging equipment, some of which we manufacture or have manufactured to our specifications, some of which we assemble and some of which we purchase from suppliers. Equipment and accessories include industrial and food packaging equipment, dilution-control warewashing and laundry equipment, floor care machines and items used in the maintenance of a facility such as air care dispensers, floor care applicators, microfiber mops and cloths, buckets, carts and other cleaning tools and utensils.

The vast majority of the raw materials required for the manufacture of our products and all components related to our equipment and accessories generally have been readily available on the open market, in most cases are available from several suppliers and are available in amounts sufficient to meet our manufacturing requirements. However, we have some sole-source suppliers, and the lack of availability of supplies could have a material negative impact on our consolidated financial condition or results of operations. Natural disasters such as hurricanes, as well as political instability and terrorist activities, may negatively impact the production or delivery capabilities of refineries and natural gas and petrochemical suppliers and suppliers of other raw materials. Due to by-product/co-product chemical relationships to the automotive and housing markets, several materials may become difficult to source. These factors could lead to increased prices for our raw materials, curtailment of supplies and allocation of raw materials by our suppliers. We source some materials used in our packaging products from materials recycled in our manufacturing operations or obtained through participation in recycling programs. Although we purchase some raw materials under long-term supply arrangements with third parties, these arrangements follow market forces and are in line with our overall global sourcing strategy, which seeks to balance the cost of acquisition and availability of supply.

We have a centralized supply chain organization, which includes centralized management of procurement and logistic activities. Our objective is to leverage our global scale to achieve sourcing efficiencies and reduce our total delivered cost across all our regions. We do this while adhering to strategic performance metrics and stringent sourcing practices.

Research and Development Activities

We maintain a continuing effort to develop new products and improve our existing products and processes, including developing new packaging, chemical formulations and equipment, and related applications, using our intellectual property. From time to time, we also license or acquire technology developed by others. Our research and development projects rely on our technical capabilities in the areas of food science, materials science, chemistry and chemical engineering, package design and equipment engineering. Our research and development expense was $135 million in 2014, $133 million in 2013 and $135 million in 2012.

Our research and development activities are focused on end-use application. As a result, we operate:

- two food science laboratories located in the U.S. and Italy;
- Five research and development laboratories focused on the development of cleaning and sanitation formulations, which are located in the U.S., Germany, the Netherlands, India and Brazil; and
- Nine equipment design centers in the U.S., Germany, Switzerland, Italy and the Netherlands that focus on equipment and parts design and innovation to support the development of comprehensive systems solutions.

Patents and Trademarks

We are the owner or licensee of an aggregate of over 4,200 U.S. and foreign patents and patent applications, as well as an aggregate of over 10,600 United States and foreign trademark registrations and trademark applications that relate to many of our products, manufacturing processes and equipment. We believe that our patents and trademarks collectively provide a competitive advantage. We file annually an average of 300 U.S. and foreign patent applications and 400 U.S. and foreign trademark applications. None of our reportable segments is dependent upon any single patent or trademark alone. Rather, we believe that our success depends primarily on our sales and service, marketing, engineering and manufacturing skills and on our ongoing research and development efforts. We believe that the expiration or unenforceability of any of our patents, applications, licenses or trademark registrations would not be material to our business or consolidated financial condition.

Environmental, Health and Safety Matters

As a manufacturer, we are subject to various laws, rules and regulations in the countries, jurisdictions and localities in which we operate. These cover: the safe storage and use of raw materials and production chemicals; the release of materials into the environment; standards for the treatment, storage and disposal of solid and hazardous wastes; or otherwise relate to the protection of the environment. We review environmental, health and safety laws and regulations pertaining to our operations and believe that compliance with current environmental and workplace health and safety laws and regulations has not had a material effect on our capital expenditures or consolidated financial condition.

In some jurisdictions in which our packaging products are sold or used, laws and regulations have been adopted or proposed that seek to regulate, among other things, minimum levels of recycled or reprocessed content and, more generally, the sale or disposal of packaging materials. We maintain programs designed to comply with these laws and regulations and to monitor their evolution. Various federal, state, local and foreign laws and regulations regulate some of our products and require us to register certain products and comply with specified requirements. In the U.S., we must register our sanitizing and disinfecting products with the U.S. Environmental Protection Agency ("EPA"). We are also subject to various federal, state, local and foreign laws and regulations that regulate products manufactured and sold by us for controlling microbial growth on humans, animals and processed foods. In the U.S., these requirements are generally administered by the U.S. Food and Drug Administration ("FDA"). To date, the cost of complying with product registration requirements and FDA compliance has not had a material adverse effect on our business, financial condition, results of operations or cash flows.

Our emphasis on environmental, health and safety compliance provides us with risk reduction opportunities and cost savings through asset protection and protection of employees.

Available Information

Our Internet address is *www.sealedair.com.* We make available, free of charge, on or through our website our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and amendments to those reports that we file or furnish pursuant to Sections 13(a) or 15(d) of the Securities Exchange Act of 1934, or the Exchange Act, as soon as reasonably practicable after we electronically file these materials with, or furnish them to, the Securities and Exchange Commission.

Item 1A. *Risk Factors*

Introduction

The risks described below should be carefully considered before making an investment decision. These are the most significant risk factors, but they are not the only risk factors that should be considered in making an investment decision. This Form 10-K also contains and may incorporate by reference forward-looking statements that involve risks and uncertainties. See the "Cautionary Notice Regarding Forward-Looking Statements," in "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Part II, Item 7 of this Form 10-K. Our business, consolidated financial condition or results of operations could be materially adversely affected by any of these risks. The trading price of our securities could decline due to any of these risks, and investors in our securities may lose all or part of their investment.

Uncertain global economic conditions have had and could continue to have an adverse effect on our consolidated financial condition and results of operations.

Uncertain global economic conditions have had and may continue to have an adverse impact on our business in the form of lower net sales due to weakened demand, unfavorable changes in product price/mix, or lower profit margins. For example, global economic downturns have adversely impacted some of our end-users and customers, such as food processors, distributors, supermarket retailers, hotels, restaurants, retail establishments, other retailers, business service contractors and e-commerce and mail order fulfillment firms, and other end-users that are particularly sensitive to business and consumer spending.

During economic downturns or recessions, there can be a heightened competition for sales and increased pressure to reduce selling prices as our customers may reduce their volume of purchases from us. If we lose significant sales volume or reduce selling prices significantly, then there could be a negative impact on our consolidated financial condition or results of operations, profitability and cash flows.

Also, reduced availability of credit may adversely affect the ability of some of our customers and suppliers to obtain funds for operations and capital expenditures. This could negatively impact our ability to obtain necessary supplies as well as our sales of materials and equipment to affected customers. This also could result in reduced or delayed collections of outstanding accounts receivable.

The global nature of our operations exposes us to numerous risks that could materially adversely affect our consolidated financial condition and results of operations.

We operate in 62 countries, and our products are distributed in those countries as well as in other parts of the world. A large portion of our manufacturing operations are located outside of the U.S. and a majority of our net sales are generated outside of the U.S. Operations outside of the U.S., particularly operations in developing regions, are subject to various risks that may not be present or as significant for our U.S. operations. Economic uncertainty in some of the geographic regions in which we operate, including developing regions, could result in the disruption of commerce and negatively impact cash flows from our operations in those areas.

Risks inherent in our international operations include:

- foreign currency exchange controls and tax rates;
- foreign currency exchange rate fluctuations, including devaluations;
- the potential for changes in regional and local economic conditions, including local inflationary pressures;
- restrictive governmental actions such as those on transfer or repatriation of funds and trade protection matters, including antidumping duties, tariffs, embargoes and prohibitions or restrictions on acquisitions or joint ventures;
- changes in laws and regulations, including the laws and policies of the U.S. affecting trade and foreign investment;
- the difficulty of enforcing agreements and collecting receivables through certain foreign legal systems;
- variations in protection of intellectual property and other legal rights;
- more expansive legal rights of foreign unions or works councils;
- changes in labor conditions and difficulties in staffing and managing international operations;
- import and export delays caused, for example, by an extended strike at the port of entry, could cause a delay in our supply chain operations;
- social plans that prohibit or increase the cost of certain restructuring actions;

- the potential for nationalization of enterprises or facilities; and
- unsettled political conditions and possible terrorist attacks against U.S. or other interests.

In addition, there are potential tax inefficiencies and tax costs in repatriating funds from our non-U.S. subsidiaries.

These and other factors may have a material adverse effect on our international operations and, consequently, on our consolidated financial condition or results of operations.

Political and economic instability and risk of government actions affecting our business and our customers or suppliers may adversely impact our business, results of operations and cash flows.

We are exposed to risks inherent in doing business in each of the countries or regions in which we or our customers or suppliers operate including: civil unrest, acts of terrorism, sabotage, epidemics, force majeure, war or other armed conflict and related government actions, including sanctions/embargoes, the deprivation of contract rights, the inability to obtain or retain licenses required by us to operate our plants or import or export our goods or raw materials, the expropriation or nationalization of our assets, and restrictions on travel, payments or the movement of funds. In particular, if additional restrictions on trade with Russia were adopted by the European Union or the U.S., and were applicable to our products, we could lose sales and experience lower growth rates in the future.

Although the Settlement agreement (as defined in Note 17, "Commitments and Contingencies") has been implemented and we have been released from the various asbestos-related, fraudulent transfer, successor liability, and indemnification claims made against us arising from a 1998 transaction with Grace (as defined below), if the courts were to refuse to enforce the injunctions or releases contained in the Plan (as defined below) and the Settlement agreement with respect to any claims and if Grace were unwilling or unable to defend and indemnify us for such claims, then we could be required to pay substantial damages, which could have a material adverse effect on our consolidated financial condition and results of operations. We are also a defendant in a number of asbestos-related actions in Canada arising from Grace's activities in Canada prior to the 1998 transaction.

On March 31, 1998, Sealed Air completed a multi-step transaction (the "Cryovac transaction") involving W.R. Grace & Co. ("Grace") which brought the Cryovac packaging business and the former Sealed Air's business under the common ownership of the Company. As part of that transaction, Grace and its subsidiaries retained all liabilities arising out of their operations before the Cryovac transaction (including asbestos-related liabilities), other than liabilities relating to Cryovac's operations, and agreed to indemnify the Company with respect to such retained liabilities. Since the beginning of 2000, we have been served with a number of lawsuits alleging that, as a result of the Cryovac transaction, we are responsible for alleged asbestos liabilities of Grace and its subsidiaries. While they vary, these suits all appear to allege that the transfer of the Cryovac business was a fraudulent transfer or gave rise to successor liability. On April 2, 2001, Grace and a number of its subsidiaries filed petitions for reorganization under Chapter 11 of the U.S. Bankruptcy Code in the U.S. Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). In connection with Grace's Chapter 11 case, the Bankruptcy Court issued orders dated May 3, 2001 and January 22, 2002, staying all asbestos actions against the Company (the "Preliminary Injunction"). However, the official committees appointed to represent asbestos claimants in Grace's Chapter 11 case (the "Committees") received the court's permission to pursue fraudulent transfer and other claims against the Company and its subsidiary Cryovac, Inc. based upon the Cryovac transaction. This proceeding was brought in the U.S. District Court for the District of Delaware (the "District Court") (Adv. No. 02-02210).

On November 27, 2002, we reached an agreement in principle with the Committees to resolve all current and future asbestos-related claims made against us and our affiliates in connection with the Cryovac transaction. The Settlement agreement provided for the resolution of the fraudulent transfer claims and successor liability claims, as well as indemnification claims by Fresenius Medical Care Holdings, Inc. and affiliated companies in connection with the Cryovac transaction. The parties to the agreement in principle signed the definitive Settlement agreement as of November 10, 2003 consistent with the terms of the agreement in principle. On June 27, 2005, the Bankruptcy Court signed an order approving the Settlement agreement. Although Grace is not a party to the Settlement agreement, under the terms of the order, Grace is directed to comply with the Settlement agreement subject to limited exceptions.

On September 19, 2008, Grace, the Official Committee of Asbestos Personal Injury Claimants, the Asbestos PI Future Claimants' Representative, and the Official Committee of Equity Security Holders filed, as co-proponents, a plan of reorganization (as filed and amended from time to time, the "Plan") and several exhibits and associated documents, including a disclosure statement, with the Bankruptcy Court. The Plan provides for the establishment of two asbestos trusts under Section 524(g) of the United States Bankruptcy Code to which present and future asbestos-related personal injury and property damage claims are channeled. The Plan incorporates the Settlement agreement, including our payment of amounts contemplated by the Settlement agreement and the releases and injunctions contemplated by the Settlement agreement.

On February 3, 2014 (the "Effective Date"), the Plan implementing the Settlement agreement became effective with Grace emerging from bankruptcy. In accordance with the Plan and the Settlement agreement, on the Effective Date, Cryovac, Inc. made aggregate cash payments in the amount of $929.7 million to the WRG Asbestos PI Trust (the "PI Trust") and the WRG Asbestos PD Trust (the "PD Trust") and transferred 18 million shares of Sealed Air common stock to the PI Trust, in each case reflecting adjustments made in accordance with the Settlement agreement. Under the Plan, the Preliminary Injunction remained in place through the Effective Date and, on the Effective Date, the Plan and Settlement agreement injunctions and releases with respect to asbestos claims and certain other claims became effective. Following the Effective Date, the Bankruptcy Court issued an order dismissing the proceedings pursuant to which the Preliminary Injunction was issued. The Plan further provides for the channeling of existing and future asbestos claims to the PI Trust or the PD Trust, as applicable. In addition, under the Plan and the Settlement agreement, Grace is required to indemnify us with respect to asbestos and certain other liabilities. Notwithstanding the foregoing, and although we believe the possibility to be remote, if any courts were to refuse to enforce the injunctions or releases contained in the Plan and the Settlement agreement with respect to any claims, and if, in addition, Grace were unwilling or unable to defend and indemnify us for such claims, then we could be required to pay substantial damages, which could have a material adverse effect on our consolidated financial condition and results of operations.

Since November 2004, the Company and specified subsidiaries have been named as defendants in a number of cases, including a number of putative class actions, brought in Canada as a result of Grace's alleged marketing, manufacturing or distributing of asbestos or asbestos containing products in Canada prior to the Cryovac transaction in 1998. Grace has agreed to defend and indemnify us and our subsidiaries in these cases. A global settlement of these Canadian claims to be funded by Grace has been approved by the Canadian court, and the Plan provides for payment of these claims. We do not have any positive obligations under the Canadian settlement, but we are a beneficiary of the release of claims. The release in favor of the Grace parties (including us) became operative upon the effective date of a plan of reorganization in Grace's United States Chapter 11 bankruptcy proceeding. As filed, the Plan contemplates that the claims released under the Canadian settlement will be subject to injunctions under Section 524(g) of the Bankruptcy Code. As indicated above, the Bankruptcy Court entered the Bankruptcy Court Confirmation Order on January 31, 2011 and the Clarifying Order on February 15, 2011 and the District Court entered the Original District Court Confirmation Order on January 30, 2012 and the Amended District Court Confirmation Order on June 11, 2012. The Canadian Court issued an Order on April 8, 2011 recognizing and giving full effect to the Bankruptcy Court's Confirmation Order in all provinces and territories of Canada in accordance with the Bankruptcy Court Confirmation Order's terms. As described above, the Plan became effective on February 3, 2014. In accordance with an order of the Canadian court, on the Effective Date the actions became permanently stayed until they are amended to remove the Grace parties as named defendants. Two actions were dismissed by the Manitoba court as against the Grace parties on February 19, 2014 and it is anticipated that the remaining actions will now also be dismissed. Notwithstanding the foregoing, and although we believe the possibility to be remote, if the Canadian courts refuse to enforce the final plan of reorganization in the Canadian courts, and if in addition Grace is unwilling or unable to defend and indemnify us and our subsidiaries in these cases, then we could be required to pay substantial damages, which we cannot estimate at this time and which could have a material adverse effect on our consolidated financial condition or results of operations. For further information concerning these matters, see Note 17, "Commitments and Contingencies."

We may not be able to generate sufficient cash to service all of our indebtedness and may be forced to take other actions to satisfy our obligations under our indebtedness, which may not be successful.

Our ability to make scheduled payments on or refinance our debt obligations depends on our financial condition and operating performance, which are subject to prevailing economic and competitive conditions and to certain financial, business, legislative, regulatory and other factors beyond our control. We may be unable to maintain a level of cash flows from operating activities sufficient to permit us to pay the principal, premium, if any, and interest on our indebtedness.

If our cash flows and capital resources are insufficient to fund our debt service obligations, we could face substantial liquidity problems and could be forced to reduce or delay investments and capital expenditures or to dispose of material assets or operations, seek additional debt or equity capital or restructure or refinance our indebtedness. We may not be able to affect any such alternative measures on commercially reasonable terms or at all and, even if successful, those alternative actions may not allow us to meet our scheduled debt service obligations. The credit agreement governing the senior secured credit facilities, the indentures that govern our senior notes and the agreements covering our accounts receivable securitization programs restrict our ability to dispose of assets and use the proceeds from those dispositions and may also restrict our ability to raise debt or equity capital to be used to repay other indebtedness when it becomes due. We may not be able to consummate those dispositions or to obtain proceeds in an amount sufficient to meet any debt service obligations then due.

In addition, we conduct a substantial portion of our operations through our subsidiaries, certain of which are not guarantors of our indebtedness. Accordingly, repayment of our indebtedness is dependent on the generation of cash flow by our subsidiaries and their ability to make such cash available to us, by dividend, debt repayment or otherwise. Unless they are guarantors of our indebtedness, our subsidiaries do not have any obligation to pay amounts due on indebtedness or to make funds available for that purpose. Our subsidiaries may not be able to, or may not be permitted to, make distributions to enable us to make payments in respect of our indebtedness. Each subsidiary is a distinct legal entity, and, under certain circumstances, legal and contractual restrictions may limit our ability to obtain cash from our subsidiaries. While the indenture governing certain of our senior notes, these notes and the credit agreement governing the senior secured credit facilities limit the ability of certain of our subsidiaries to incur consensual restrictions on their ability to pay dividends or make other intercompany payments to us, these limitations are subject to qualifications and exceptions. In the event that we do not receive distributions from our subsidiaries, we may be unable to make required principal and interest payments on our indebtedness.

Our inability to generate sufficient cash flows to satisfy our debt obligations, or to refinance our indebtedness on commercially reasonable terms or at all, would materially and adversely affect our financial position and results of operations.

If we cannot make scheduled payments on our debt, we will be in default, the lenders under the senior secured credit facilities could terminate their commitments to loan money, the lenders could foreclose against the assets securing their borrowings and we could be forced into bankruptcy or liquidation.

The terms of our credit agreement governing our senior secured credit facilities and accounts receivable securitization programs and the indentures governing our senior notes restrict our current and future operations, particularly our ability to respond to changes or to take certain actions.

The indentures governing our senior notes and the credit agreement governing our senior secured credit facilities and accounts receivable securitization programs contain a number of restrictive covenants that impose significant operating and financial restrictions on us and may limit our ability to engage in acts that may be in our long-term best interest, including restrictions on our ability to:

- incur additional indebtedness;
- pay dividends or make other distributions or repurchase or redeem capital stock;
- prepay, redeem or repurchase certain debt;
- make loans and investments;
- sell assets;
- incur liens;
- enter into transactions with affiliates;
- alter the businesses we conduct;
- enter into agreements restricting our subsidiaries' ability to pay dividends; and
- consolidate, merge or sell all or substantially all of our assets.

In addition, the restrictive covenants in the credit agreement governing our senior credit facilities require us to maintain a specified net leverage ratio. Our ability to meet this financial ratio can be affected by events beyond our control.

A breach of the covenants under the indenture governing our senior notes or under the credit agreement governing our senior secured credit facilities could result in an event of default under the applicable indebtedness. Such a default may allow the creditors to accelerate the related debt and may result in the acceleration of any other debt to which a cross-acceleration or cross-default provision applies. In addition, an event of default under the credit agreement governing our senior secured credit facilities would permit the lenders under our senior secured credit facilities to terminate all commitments to extend further credit under those facilities. Furthermore, if we were unable to repay the amounts due and payable under our senior secured credit facilities, those lenders could proceed against the collateral granted to them to secure that indebtedness. In the event our lenders or note holders accelerate the repayment of our borrowings, we and our subsidiaries may not have sufficient assets to repay that indebtedness. As a result of these restrictions, we may be:

- limited in how we conduct our business;
- unable to respond to changing market conditions;

- unable to raise additional debt or equity financing to operate during general economic or business downturns or to repay other indebtedness when it becomes due; or
- unable to compete effectively or to take advantage of new business opportunities.

In addition, amounts available under our accounts receivable securitization programs can be impacted by a number of factors, including but not limited to our credit ratings, accounts receivable balances, the creditworthiness of our customers and our receivables collection experience.

Our variable rate indebtedness subjects us to interest rate risk, which could cause our debt service obligations to increase significantly.

Borrowings under our senior secured credit facilities are at variable rates of interest and expose us to interest rate risk. If interest rates increase, our debt service obligations on the variable rate indebtedness will increase even though the amount borrowed remained the same, and our net income and cash flows, including cash available for servicing our indebtedness, will correspondingly decrease. As of December 31, 2014, we had $1.313 billion of borrowings under our senior secured credit facilities at variable interest rates. A 1/8% increase or decrease in the assumed interest rates on the senior secured credit facilities would result in a $1.6 million increase or a $1.6 million decrease in annual interest expense. In the future, we may enter into interest rate swaps that involve the exchange of floating for fixed rate interest payments in order to reduce interest rate volatility. However, we may not maintain interest rate swaps with respect to all of our variable rate indebtedness, and any swaps we enter into may not fully mitigate our interest rate risk.

Raw material pricing, availability and allocation by suppliers as well as energy-related costs may negatively impact our results of operations, including our profit margins.

We use petrochemical-based raw materials to manufacture many of our products. The prices for these raw materials are cyclical, and increases in market demand or fluctuations in the global trade for petrochemical- based raw materials and energy could increase our costs. In addition, the prices of many of the other key raw materials used in our businesses, such as caustic soda, solvents, waxes, phosphates, surfactants, polymers and resins, chelates and fragrances, are cyclical based on numerous supply and demand factors that are beyond our control. If we are unable to minimize the effects of increased raw material costs through sourcing, pricing or other actions, our business, consolidated financial condition or results of operations may be materially adversely affected. We also have some sole-source suppliers, and the lack of availability of supplies could have a material adverse effect on our consolidated financial condition or results of operations.

Natural disasters such as hurricanes, as well as political instability and terrorist activities, may negatively impact the production or delivery capabilities of refineries and natural gas and petrochemical suppliers and suppliers of other raw materials in the future. These factors could lead to increased prices for our raw materials, curtailment of supplies and allocation of raw materials by our suppliers, which could reduce revenues and profit margins and harm relations with our customers and which could have a material adverse effect on our consolidated financial condition or results of operations.

Unfavorable consumer responses to price increases could have a material adverse impact on our sales and earnings.

From time to time, and especially in periods of rising raw material costs, we increase the prices of our products. Significant price increases could impact our earnings depending on, among other factors, the pricing by competitors of similar products and the response by the customers to higher prices. Such price increases may result in lower volume of sales and a subsequent decrease in gross margin and adversely impact earnings.

The full realization of our deferred tax assets may be affected by a number of factors, including our earnings in the U.S.

We have deferred tax assets including U.S. and foreign net operating loss carry forwards and investment tax allowances, foreign tax credits, accruals not yet deductible for tax purposes, employee benefit items and other items. We have established valuation allowances to reduce those deferred tax assets to an amount that is more likely than not to be realized. Our ability to utilize these deferred tax assets depends in part upon our ability to generate future taxable income during the periods in which these temporary differences reverse or our ability to carryback any losses created by the deduction of these temporary differences. We expect to realize these assets over an extended period. If we are unable to generate sufficient future taxable income in the U.S. and certain foreign jurisdictions, or if there is a significant change in the time period within which the underlying temporary differences become taxable or deductible, we could be required to increase our valuation allowances against our deferred tax assets.

Our largest deferred tax asset is our net operating loss carry forwards and most of this asset relates to our U.S. net operating loss. The benefit from the amount carried forward may depend upon, among other factors, our anticipated future earnings in the U.S. A reduction in our anticipated U.S. earnings could result in a significant increase in our effective tax rate and could have a material adverse effect on our consolidated results of operations in the periods in which any such condition occurs. In addition, changes in statutory tax rates or other legislation or regulation may change our deferred tax assets or liability balances, with either favorable or unfavorable impacts on our effective tax rate.

We may not achieve all of the expected benefits from our restructuring programs.

We have implemented a number of restructuring programs in the last few years, including our Fusion Program, Earnings Quality Improvement Program (EQIP) and Integration and Optimization Program (IOP). These programs include various cost savings and reorganization initiatives, including the relocation of our corporate headquarters to Charlotte, North Carolina, the consolidation of certain facilities and the reduction of headcount. We have made certain assumptions in estimating the anticipated synergies we expect to achieve under such programs, which include the estimated savings from the elimination of certain headcount and the consolidation of facilities. These assumptions may turn out to be incorrect due to a variety of factors. In addition, our ability to realize the expected benefits from these programs is subject to significant business, economic and competitive uncertainties and contingencies, many of which are beyond our control. If we are unsuccessful in implementing these programs or if we do not achieve our expected results, our results of operations and cash flows could be adversely affected or our business operations could be disrupted.

The effects of animal and food-related health issues, such as Porcine Epidemic Diarrhea or "PED", bovine spongiform encephalopathy, also known as "mad cow" disease, foot-and-mouth disease, avian influenza or "bird-flu", as well as other health issues affecting the food industry, may lead to decreased revenues.

We manufacture and sell food packaging products, among other products. Various health issues affecting the food industry have in the past and may in the future have a negative effect on the sales of food packaging products. In recent years, occasional cases of PED and "mad cow" disease have been confirmed and incidents of bird-flu have surfaced in various countries. Outbreaks of animal diseases may lead governments to restrict exports and imports of potentially affected animals and food products, leading to decreased demand for our products and possibly also to the culling or slaughter of significant numbers of the animal population otherwise intended for food supply. Also, consumers may change their eating habits as a result of perceived problems with certain types of food. These factors may lead to reduced sales of food packaging products, which could have a material adverse effect on our consolidated financial condition or results of operations.

Risks related to implementation of our new global enterprise resource planning system.

We are currently engaged in a multi-year process of conforming the majority of our operations onto one global enterprise resource planning system ("ERP"). The ERP is designed to improve the efficiency of our supply chain and financial transaction processes, accurately maintain our books and records, and provide information important to the operation of the business to our management team. The ERP will continue to require significant investment of human and financial resources, and we may experience significant delays, increased costs and other difficulties as a result. Any significant disruption or deficiency in the design and implementation of the ERP could adversely affect our ability to fulfill and invoice customer orders, apply cash receipts, place purchase orders with suppliers, and make cash disbursements, and could negatively impact data processing and electronic communications among business locations, which may have a material adverse effect on our business, consolidated financial condition or results of operations. We also face the challenge of supporting our older systems and implementing necessary upgrades to those systems while we implement the new ERP system. While we have invested significant resources in planning and project management, significant implementation issues may arise.

Demand for our products could be adversely affected by changes in consumer preferences.

Our sales depend heavily on the volumes of sales by our customers in the food processing and food service industries. Consumer preferences for food and packaging formats of prepackaged food can influence our sales, as can consumer preferences for fresh and unpackaged foods. Changes in consumer behavior, including changes in consumer preferences driven by various health-related concerns and perceptions, could negatively impact demand for our products.

The consolidation of customers may adversely affect our business, consolidated financial condition or results of operations.

Customers in the food service, food and beverage processing, building care, lodging, industrial distribution and healthcare sectors have been consolidating in recent years, and we believe this trend may continue. Such consolidation could have an adverse impact on the pricing of our products and services and our ability to retain customers, which could in turn adversely affect our business, consolidated financial condition or results of operations.

We experience competition in the markets for our products and services and in the geographic areas in which we operate.

Our packaging products compete with similar products made by other manufacturers and with a number of other types of materials or products. We compete on the basis of performance characteristics of our products, as well as service, price and innovations in technology. A number of competing domestic and foreign companies are well-established.

The market for our hygiene products is highly competitive. Our hygiene products businesses face significant competition from global, national, regional and local companies within some or all of our product lines in each sector that we serve. Barriers to entry and expansion in the institutional and industrial cleaning, sanitation and hygiene industry are low.

Our inability to maintain a competitive advantage could result in lower prices or lower sales volumes for our products. Additionally, we may not successfully implement our pricing actions. These factors may have an adverse impact on our consolidated financial condition or results of operations.

Concerns about greenhouse gas ("GHG") emissions and climate change and the resulting governmental and market responses to these issues could increase costs that we incur and could otherwise affect our consolidated financial condition or results of operations.

Numerous legislative and regulatory initiatives have been enacted and proposed in response to concerns about GHG emissions and climate change. We are a manufacturing entity that utilizes petrochemical-based raw materials to produce many of our products, including plastic packaging materials. Increased environmental legislation or regulation could result in higher costs for us in the form of higher raw materials and freight and energy costs. We could also incur additional compliance costs for monitoring and reporting emissions and for maintaining permits. It is also possible that certain materials might cease to be permitted to be used in our processes.

Disruption and volatility of the financial and credit markets could affect our external liquidity sources.

Our principal sources of liquidity are accumulated cash and cash equivalents, short-term investments, cash flow from operations and amounts available under our lines of credit, including our senior secured credit facilities and our accounts receivable securitization programs. We may be unable to refinance any of our indebtedness, including our senior notes, our accounts receivable securitization programs and our senior secured credit facilities, on commercially reasonable terms or at all.

Additionally, conditions in financial markets could affect financial institutions with which we have relationships and could result in adverse effects on our ability to utilize fully our committed borrowing facilities. For example, a lender under the senior secured credit facilities may be unwilling or unable to fund a borrowing request, and we may not be able to replace such lender.

Strengthening of the U.S. dollar and other foreign currency exchange rate fluctuations could materially impact our consolidated financial condition or results of operations.

Approximately 65% of our net sales in 2014 were generated outside the United States. We translate sales and other results denominated in foreign currency into U.S. dollars for our consolidated financial statements. During periods of a strengthening U.S. dollar, our reported international sales and net earnings could be reduced because foreign currencies may translate into fewer U.S. dollars.

Also, while we often produce in the same geographic markets as our products are sold, expenses are more concentrated in the U.S. than sales, so that in a time of strengthening of the U.S. dollar, our profit margins could be reduced. While we use financial instruments to hedge certain foreign currency exposures, this does not insulate us completely from foreign currency effects and exposes us to counterparty credit risk for non-performance. See Note 12, "Derivatives and Hedging Activities."

We have recognized foreign exchange gains and losses related to the currency devaluations in Venezuela and its designation as a highly inflationary economy under U.S. GAAP. See Item 7A. "Quantitative and Qualitative Disclosures About Market Risk — Foreign Exchange Rates — Venezuela."

In all jurisdictions in which we operate, we are also subject to laws and regulations that govern foreign investment, foreign trade and currency exchange transactions. These laws and regulations may limit our ability to repatriate cash as dividends or otherwise to the U.S. and may limit our ability to convert foreign currency cash flows into U.S. dollars.

New and stricter legislation and regulations may affect our business and consolidated financial condition and results of operations.

Increased legislative and regulatory activity and burdens, and a more stringent manner in which they are applied (particularly in the U.S.), could significantly impact our business and the economy as a whole. This includes, among other things, the possible taxation under U.S. law of certain income from foreign operations, compliance costs and enforcement under the Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act), and costs associated with complying with the Patient Protection and Affordable Care Act of 2010 and the regulations promulgated thereunder.

For example, under Section 1502 of the Dodd-Frank Act, the SEC has adopted additional disclosure requirements related to the source of certain "conflict minerals" for issuers for which such "conflict minerals" are necessary to the functionality or product manufactured, or contracted to be manufactured, by that issuer. The metals covered by the rules include tin, tantalum, tungsten and gold, commonly referred to as "3TG." Our suppliers may use some or all of these materials in their production processes. The SEC's rules require us to perform due diligence on our suppliers. Global supply chains can have multiple layers, thus the costs of complying with these requirements could be substantial. These requirements may also reduce the number of suppliers who provide conflict free metals, and may affect our ability to obtain products in sufficient quantities or at competitive prices. Compliance costs and the unavailability of raw materials could have a material adverse effect on our results of operations.

As another example, the Affordable Care Act (the "ACA"), which was adopted in 2010 and is being phased in over several years, significantly affects the provision of both healthcare services and benefits in the U.S.; the ACA may impact our cost of providing our employees and retirees with health insurance and/or benefits, and may also impact various other aspects of our business. We provide benefits to our employees which are competitive within the industries in which we operate. The ACA did not have a material impact on our consolidated financial position or results of operations in 2014, 2013 or 2012; however, we are continuing to assess the impact of the ACA on our healthcare benefit costs. The regulatory environment is still developing, and the potential exists for future legislation and regulations to be adopted. These developments, as well as the increasingly strict regulatory environment, may also adversely affect the customers to which, and the markets into which, we sell our products, and increase our costs and otherwise negatively affect our business, consolidated financial condition or results of operations, including in ways that cannot yet be foreseen.

Our annual effective income tax rate can change materially as a result of changes in our mix of U.S. and foreign earnings and other factors, including changes in tax laws and changes made by regulatory authorities.

Our overall effective income tax rate is equal to our total tax expense as a percentage of total earnings before tax. However, income tax expense and benefits are not recognized on a global basis but rather on a jurisdictional or legal entity basis. Losses in one jurisdiction may not be used to offset profits in other jurisdictions and may cause an increase in our tax rate. Income tax provision changes in statutory tax rates and laws, as well as ongoing audits by domestic and international authorities, could affect the amount of income taxes and other taxes paid by us. For example, legislative proposals to change U.S. taxation of non-U.S. earnings could increase our effective tax rate. Also, changes in the mix of earnings (or losses) between jurisdictions and assumptions used in the calculation of income taxes, among other factors, could have a significant effect on our overall effective income tax rate. In addition, our effective tax rate would increase if we were unable to generate sufficient future taxable income in certain jurisdictions, or if we were otherwise required to increase our valuation allowances against our deferred tax assets.

We are subject to taxation in multiple jurisdictions. As a result, any adverse development in the tax laws of any of these jurisdictions or any disagreement with our tax positions could have a material adverse effect on our business, consolidated financial condition or results of operations.

We are subject to taxation in, and to the tax laws and regulations of, multiple jurisdictions as a result of the international scope of our operations and our corporate and financing structure. We are also subject to transfer pricing laws with respect to our intercompany transactions, including those relating to the flow of funds among our companies. Adverse developments in these laws or regulations, or any change in position regarding the application, administration or interpretation thereof, in any applicable jurisdiction, could have a material adverse effect on our business, consolidated financial condition or results of our operations. In addition, the tax authorities in any applicable jurisdiction, including the U.S., may disagree with the positions we have taken or intend to take regarding the tax treatment or characterization of any of our transactions. If any applicable tax authorities, including U.S. tax authorities, were to successfully challenge the tax treatment or characterization of any of our transactions, it could have a material adverse effect on our business, consolidated financial condition or results of our operations.

Our performance and prospects for future growth could be adversely affected if new products do not meet sales or margin expectations.

Our competitive advantage is due in part to our ability to develop and introduce new products in a timely manner at favorable margins. The development and introduction cycle of new products can be lengthy and involve high levels of investment. New products may not meet sales or margin expectations due to many factors, including our inability to (i) accurately predict demand, end-user preferences and evolving industry standards; (ii) resolve technical and technological challenges in a timely and cost-effective manner; or (iii) achieve manufacturing efficiencies.

A major loss of or disruption in our manufacturing and distribution operations or our information systems and telecommunication resources could adversely affect our business, consolidated financial condition or results of operations.

If we experienced a natural disaster, such as a hurricane, tornado, earthquake or other severe weather event, or a casualty loss from an event such as a fire or flood, at one of our larger strategic facilities or if such event affected a key supplier, our supply chain or our information systems and telecommunication resources, then there could be a material adverse effect on our consolidated financial condition or results of operations. We are dependent on internal and third party information technology networks and systems, including the Internet, to process, transmit and store electronic information. In particular, we depend on our information technology infrastructure for fulfilling and invoicing customer orders, applying cash receipts, and placing purchase orders with suppliers, making cash disbursements, and conducting digital marketing activities, data processing and electronic communications among business locations.

We also depend on telecommunication systems for communications between company personnel and our customers and suppliers. Future system disruptions, security breaches or shutdowns could significantly disrupt our operations or result in lost or misappropriated information and may have a material adverse effect on our business, consolidated financial condition or results of operations.

We recorded a significant amount of additional goodwill and other identifiable intangible assets as a result of the acquisition of Diversey, and we may never realize the full carrying value of these assets.

As a result of the acquisition of Diversey, we recorded a significant amount of additional goodwill and other identifiable intangible assets, including customer relationships, trademarks and developed technologies.

We test goodwill and intangible assets with indefinite useful lives for possible impairment annually during the fourth quarter of each fiscal year or more frequently if events or changes in circumstances indicate that the asset might be impaired. Amortizable intangible assets are periodically reviewed for possible impairment whenever there is evidence that events or changes in circumstances indicate that the carrying value may not be recoverable. Impairment may result from, among other things, (i) a decrease in our expected net earnings; (ii) adverse equity market conditions; (iii) a decline in current market multiples; (iv) a decline in our common stock price; (v) a significant adverse change in legal factors or business climates; (vi) an adverse action or assessment by a regulator; (vii) heightened competition; (viii) strategic decisions made in response to economic or competitive conditions; or (ix) a more-likely-than-not expectation that a reporting unit or a significant portion of a reporting unit will be sold or disposed of. In the event that we determine that events or circumstances exist that indicate that the carrying value of goodwill or identifiable intangible assets may no longer be recoverable, we might have to recognize a non-cash impairment of goodwill or other identifiable intangible assets, which could have a material adverse effect on our consolidated financial condition or results of operations.

We recorded impairment charges related to goodwill and other intangible assets in 2012. See Note 7, “Goodwill and Identifiable Intangible Assets,” for further discussion.

Product liability claims or regulatory actions could adversely affect our financial results or harm our reputation or the value of our brands.

Claims for losses or injuries purportedly caused by some of our products arise in the ordinary course of our business. In addition to the risk of substantial monetary judgments, product liability claims or regulatory actions could result in negative publicity that could harm our reputation in the marketplace or adversely impact the value of our brands or our ability to sell our products in certain jurisdictions. We could also be required to recall possibly defective products, or voluntarily do so, which could result in adverse publicity and significant expenses. Although we maintain product liability insurance coverage, potential product liability claims could be excluded or exceed coverage limits under the terms of our insurance policies or could result in increased costs for such coverage.

The relationship with S.C. Johnson & Son, Inc. ("SCJ") is important to our Diversey Care segment, and any damage to this relationship could have a material adverse effect on this segment.

Diversey is party to various agreements with SCJ under which it is granted a license in specified territories to sell certain SCJ products and use specified trade names owned by SCJ in the institutional and industrial channels of trade and, subject to certain limitations, in specified channels of trade in which both our Diversey Care segment and SCJ's consumer business operate, which expires within the next few years. Although the term of this agreement may be extended, it is uncertain that the parties will agree to do so. Sales of these SCJ products have historically been significant to our Diversey Care segment. If we default under our agreements with SCJ and the agreements are terminated, SCJ fails to perform its obligations under these agreements, or our relationship with SCJ is otherwise damaged or severed, this could have a material adverse effect on our Diversey Care segment, consolidated financial condition or results of operations.

The relationship with Unilever PLC ("Unilever") is important to our Diversey Care segment and any damage to this relationship could have a material adverse effect on this segment.

Diversey is a party to various agreements with Unilever under which it is granted a license to produce and sell professional size packs of Unilever's consumer brand cleaning products in the institutional and industrial channels of trade, which expires within the next few years (with the exception of a sub-set of the UK business). Although the term of this agreement may be extended, it is uncertain that the parties will agree to do so. In four countries (the United Kingdom, Ireland, Portugal and Brazil), the Diversey subsidiaries operate under an agency agreement with Unilever. In addition, Diversey also holds licenses to use some trademarks and technology of Unilever in the market for institutional and industrial cleaning, sanitation and hygiene products and related services. If we default under our agreements with Unilever and the agreements are terminated, Unilever fails to perform its obligations under these agreements, or our relationship with Unilever is otherwise damaged or severed, this could have a material adverse effect on our Diversey Care segment, consolidated financial condition or results of operations.

If we are unable to retain key employees and other personnel, our consolidated financial condition or results of operations may be adversely affected.

Our success depends largely on the efforts and abilities of our management team and other key personnel. Their experience and industry contacts significantly benefit us, and we need their expertise to execute our business strategies. If any of our senior management or other key personnel cease to work for us and we are unable to successfully replace any departing senior management or key personnel, our business, consolidated financial condition or results of operations may be materially adversely affected.

We could experience disruptions in operations and/or increased labor costs.

In Europe and Latin America, most of our employees are represented by either labor unions or workers councils and are covered by collective bargaining agreements that are generally renewable on an annual basis. As is the case with any negotiation, we may not be able to negotiate acceptable new collective bargaining agreements, which could result in strikes or work stoppages by affected workers. Renewal of collective bargaining agreements could also result in higher wages or benefits paid to union members. A disruption in operations or higher ongoing labor costs could materially affect our business.

We are subject to a variety of environmental and product registration laws that expose us to potential financial liability and increased operating costs.

Our operations are subject to a number of federal, state, local and foreign environmental, health and safety laws and regulations that govern, among other things, the manufacture of our products, the discharge of pollutants into the air, soil and water and the use, handling, transportation, storage and disposal of hazardous materials.

Many jurisdictions require us to have operating permits for our production and warehouse facilities and operations. Any failure to obtain, maintain or comply with the terms of these permits could result in fines or penalties, revocation or nonrenewal of our permits, or orders to cease certain operations, and may have a material adverse effect on our business, financial condition, results of operations and cash flows.

We generate, use and dispose of hazardous materials in our manufacturing processes. In the event our operations result in the release of hazardous materials into the environment, we may become responsible for the costs associated with the investigation and remediation of sites at which we have released pollutants, or sites where we have disposed or arranged for the disposal of hazardous wastes, even if we fully complied with environmental laws at the time of disposal. We have been, and may continue to be, responsible for the cost of remediation at some locations.

Some jurisdictions have laws and regulations that govern the registration and labeling of some of our products. We expect significant future environmental compliance obligations in our European operations as a result of a European Union ("EU") Directive "Registration, Evaluation, Authorization, and Restriction of Chemicals" (EU Directive No. 2006/1907) enacted on December 18, 2006. The directive imposes several requirements related to the identification and management of risks related to chemical substances manufactured or marketed in Europe. The EU has also recently enacted a "Classification, Packaging and Labeling" regulation. Other jurisdictions may impose similar requirements.

We cannot predict with reasonable certainty the future cost to us of environmental compliance, product registration, or environmental remediation. Environmental laws have become more stringent and complex over time. Our environmental costs and operating expenses will be subject to evolving regulatory requirements and will depend on the scope and timing of the effectiveness of requirements in these various jurisdictions. As a result of such requirements, we may be subject to an increased regulatory burden, and we expect significant future environmental compliance obligations in our operations. Increased compliance costs, increasing risks and penalties associated with violations, or our inability to market some of our products in certain jurisdictions may have a material adverse effect on our business, consolidated financial condition or results of operations.

The legacy Diversey business had tendered various environmental indemnification claims to Unilever pursuant to the Unilever Acquisition Agreement (as defined below).

Under a previous acquisition agreement between the legacy Diversey business and Unilever (the "Unilever Acquisition Agreement"), Unilever made warranties to Diversey with respect to the facilities formerly owned by Unilever. In addition, Unilever agreed to indemnify Diversey for specified types of environmental liabilities if the aggregate amount of damages meets various dollar thresholds, subject to a cap of $250 million in the aggregate. Diversey was required to notify Unilever of any environmental indemnification claims by May 3, 2008. Any environmental claims pending after this date, with respect to which Diversey has notified Unilever, remain subject to indemnification until remediation is completed in accordance with the Unilever Acquisition Agreement.

Diversey has previously tendered various environmental indemnification claims to Unilever in connection with former Unilever locations. Unilever has not indicated its agreement with Diversey's request for indemnification. We may file additional requests for reimbursement in the future in connection with pending indemnification claims. However, there can be no assurance that we will be able to recover any amounts relating to these indemnification claims from Unilever.

Our insurance policies may not cover all operating risks and a casualty loss beyond the limits of our coverage could adversely impact our business.

Our business is subject to operating hazards and risks relating to handling, storing, transporting and use of the products we sell. We maintain insurance policies in amounts and with coverage and deductibles that we believe are reasonable and prudent. Nevertheless, our insurance coverage may not be adequate to protect us from all liabilities and expenses that may arise from claims for personal injury or death or property damage arising in the ordinary course of business, and our current levels of insurance may not be maintained or available in the future at economical prices. If a significant liability claim is brought against us that is not adequately covered by insurance, we may have to pay the claim with our own funds, which could have a material adverse effect on our business, consolidated financial condition or results of operations.

If we are not able to protect our trade secrets or maintain our trademarks, patents and other intellectual property, we may not be able to prevent competitors from developing similar products or from marketing their products in a manner that capitalizes on our trademarks, and this loss of a competitive advantage could decrease our profitability and liquidity.

Our ability to compete effectively with other companies depends, in part, on our ability to maintain the proprietary nature of our owned and licensed intellectual property. If we were unable to maintain the proprietary nature of our intellectual property and our significant current or proposed products, this loss of a competitive advantage could result in decreased sales or increased operating costs, either of which could have a material adverse effect on our business, consolidated financial condition or results of operations.

We rely on trade secrets to maintain our competitive position, including protecting the formulation and manufacturing techniques of many of our products. As such, we have not sought U.S. or international patent protection for some of our principal product formulas and manufacturing processes. Accordingly, we may not be able to prevent others from developing products that are similar to or competitive with our products.

We own a large number of patents and pending patent applications on our products, aspects thereof, methods of use and/or methods of manufacturing. There is a risk that our patents may not provide meaningful protection and patents may never be issued for our pending patent applications.

We own, or have licenses to use, all of the material trademark and trade name rights used in connection with the packaging, marketing and distribution of our major products both in the U.S. and in other countries where our products are principally sold. Trademark and trade name protection is important to our business. Although most of our trademarks are registered in the U.S. and in the foreign countries in which we operate, we may not be successful in asserting trademark or trade name protection. In addition, the laws of some foreign countries may not protect our intellectual property rights to the same extent as the laws of the U.S. The costs required to protect our trademarks and trade names may be substantial.

We cannot be certain that we will be able to assert these intellectual property rights successfully in the future or that they will not be invalidated, circumvented or challenged. Other parties may infringe on our intellectual property rights and may thereby dilute the value of our intellectual property in the marketplace. Third parties, including competitors, may assert intellectual property infringement or invalidity claims against us that could be upheld. Intellectual property litigation, which could result in substantial cost to and diversion of effort by us, may be necessary to protect our trade secrets or proprietary technology or for us to defend against claimed infringement of the rights of others and to determine the scope and validity of others' proprietary rights. We may not prevail in any such litigation, and if we are unsuccessful, we may not be able to obtain any necessary licenses on reasonable terms or at all.

Any failure by us to protect our trademarks and other intellectual property rights may have a material adverse effect on our business, consolidated financial condition or results of operations.

Cyber risk and the failure to maintain the integrity of our operational or security systems or infrastructure, or those of third parties with which we do business, could have a material adverse effect on our business, financial condition and results of operations.

We are subject to an increasing number of information technology vulnerabilities, threats and targeted computer crimes which pose a risk to the security of our systems and networks and the confidentiality, availability and integrity of our data. Disruptions or failures in the physical infrastructure or operating systems that support our businesses and customers, or cyber attacks or security breaches of our networks or systems, could result in the loss of customers and business opportunities, legal liability, regulatory fines, penalties or intervention, reputational damage, reimbursement or other compensatory costs, and additional compliance costs, any of which could materially adversely affect our business, financial condition and results of operations. While we attempt to mitigate these risks, our systems, networks, products, solutions and services remain potentially vulnerable to advanced and persistent threats.

We also maintain and have access to sensitive, confidential or personal data or information in certain of our businesses that is subject to privacy and security laws, regulations and customer controls. Despite our efforts to protect such sensitive, confidential or personal data or information, our facilities and systems and those of our customers and third-party service providers may be vulnerable to security breaches, theft, misplaced or lost data, programming and/or human errors that could lead to the compromising of sensitive, confidential or personal data or information, improper use of our systems, software solutions or networks, unauthorized access, use, disclosure, modification or destruction of information, defective products, production downtimes and operational disruptions, which in turn could adversely affect our consolidated, financial condition and results of operations.

Item 1B. *Unresolved Staff Comments*

None.

Item 2. *Properties*

We manufacture products in 114 facilities, with 40 of those facilities serving more than one of our business segments and our Other Category of products. The geographic dispersion of our manufacturing facilities is as follows:

Geographic Region	Number of Manufacturing Facilities
North America	45
Europe	30
Latin America	15
Asia, Middle East, Africa and Turkey ("AMAT")	15
Japan, Australia, New Zealand ("JANZ")	9
Total	114

Manufacturing Facilities by Reportable Segment and Other

Food Care: We produce Food Care products in 59 manufacturing facilities, of which 15 are in North America, 16 in Europe, 11 in Latin America, 11 in AMAT and 6 in JANZ.

Diversey Care: We produce Diversey Care products in 18 manufacturing facilities, of which 4 are in North America, 5 in Europe, 3 in Latin America, 5 in AMAT and 1 in JANZ.

Product Care: We produce Product Care products in 67 manufacturing facilities, of which 30 are in North America, 17 in Europe, 7 in Latin America, 10 in AMAT and 3 in JANZ.

Other: We produce medical applications products in 3 manufacturing facilities, of which 1 is in North America and 2 are in Europe. We produce other products in 3 manufacturing facilities, of which 2 are in North America and 1 is in Europe.

Other Property Information

We own the large majority of our manufacturing facilities. Some of these facilities are subject to secured or other financing arrangements. We lease the balance of our manufacturing facilities, which are generally smaller sites. Our manufacturing facilities are usually located in general purpose buildings that house our specialized machinery for the manufacture of one or more products. Because of the relatively low density of our air cellular, polyethylene foam and protective mailer products, we realize significant freight savings by locating our manufacturing facilities for these products near our customers and distributors.

We also occupy facilities containing sales, distribution, technical, warehouse or administrative functions at a number of locations in the U.S. and in many foreign countries. Some of these facilities are located on the manufacturing sites that we own and some on those that we lease. Stand-alone facilities of these types are generally leased. Our global headquarters are currently located in a leased facility in Charlotte, North Carolina. For a list of those countries outside of the U.S. where we have operations, see “Global Operations” above.

We believe that our manufacturing, warehouse, office and other facilities are well maintained, suitable for their purposes and adequate for our needs.

Item 3. *Legal Proceedings*

The information set forth in Part II, Item 8 of this Annual Report on Form 10-K in Note 17, “Commitments and Contingencies,” under the caption “Cryovac Transaction Commitments and Contingencies” is incorporated herein by reference.

At December 31, 2014, we were a party to, or otherwise involved in, several federal, state and foreign environmental proceedings and private environmental claims for the cleanup of "Superfund" sites under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 and other sites. We may have potential liability for investigation and cleanup of some of these sites. It is our policy to accrue for environmental cleanup costs if it is probable that a liability has been incurred and if we can reasonably estimate an amount or range of costs associated with various alternative remediation strategies, without giving effect to any possible future insurance proceeds. As assessments and cleanups proceed, we review these liabilities periodically and adjust our reserves as additional information becomes available. At December 31, 2014, environmental related reserves were not material to our consolidated financial condition or results of operations. While it is often difficult to estimate potential liabilities and the future impact of environmental matters, based upon the information currently available to us and our experience in dealing with these matters, we believe that our potential future liability with respect to these sites is not material to our consolidated financial condition or results of operations.

We are also involved in various other legal actions incidental to our business. We believe, after consulting with counsel, that the disposition of these other legal proceedings and matters will not have a material effect on our consolidated financial condition or results of operations.

Item 4. ***Mine Safety Disclosures.***

Not applicable.

Executive Officers of the Registrant

The information appearing in the table below sets forth the current position or positions held by each of our executive officers, the officer's age as of January 31, 2015, the year in which the officer was first elected to the position currently held with us or with the former Sealed Air Corporation, now known as Sealed Air Corporation (US) and a wholly-owned subsidiary of the Company, and the year in which such person was first elected an officer.

All of our officers serve at the pleasure of the Board of Directors. We have employed all officers for more than five years except for Mr. Chrisman, who was first elected an officer effective August 2014, Mr. Chammas, who was first elected an officer effective December 16, 2010, Mr. Finch who was first elected effective May 16, 2013, Dr. Kadri, who was first elected an officer effective January 1, 2013, Ms. Lowe, who was first elected an officer effective June 18, 2012, Mr. Peribere, who was first elected an officer effective September 1, 2012, Mr. Sagnak, who was first elected an officer effective January 3, 2012 and Mr. Stiehl who was first elected an officer effective January 1, 2013.

Prior to being elected as an officer in August 2014, Mr. Chrisman served in a variety of management positions with the Company, including Global Vice President of Cushioning Solutions, Vice President and General Manager of Global Specialty Foams and Vice President of Customer Equipment. Mr. Chrisman has been an employee of the Company for 27 years.

Before joining the Company in November 2010, Mr. Chammas was the Vice President, Worldwide Supply Chain, for the Wm. Wrigley Jr. Company, a confectionery company, from October 2008 through October 2010, and prior to that served in management positions of increasing responsibility in supply chain, operations and procurement with the Wm. Wrigley Jr. Company from January 2002 until October 2008.

Prior to joining the Company in May 2013, Mr. Finch was Vice President, Associate General Counsel and Chief Compliance Officer for Zimmer Holdings, Inc., a global medical device company, from October 2009 until May 2013, serving on the company's executive operating committee. Prior thereto, he served in management positions of increasing responsibility with Zimmer from May 2005 until October 2009. Prior to joining Zimmer, Mr. Finch practiced law with the international law firm of Fulbright & Jaworski LLP (now, Norton Rose Fulbright).

Prior to joining the Company in January 2013, Dr. Kadri was the General Manager of the Dow Advanced Materials Division, a specialty materials provider in the Middle East and Africa, and the Europe, Middle East and Africa Commercial Director for Dow Water & Process Solutions, a global leader in sustainable separation and purification technology, from January 2010 until December 2012. Dr. Kadri joined Dow in 2009 as a Marketing Director for Dow Coating Materials, following the acquisition of Rohm and Haas, where she served as a Marketing Director for the construction, coatings and industrial division, since 2007.

Prior to joining the Company in June 2012, Ms. Lowe was the President of Carlisle Food Service Products, a subsidiary of Carlisle Companies Incorporated, a global diversified manufacturing company from August 2011 through June 2012. Ms. Lowe worked for Carlisle Companies Inc. for over ten years in a number of leadership positions including President of two business units, Vice President and Chief Financial Officer, and Treasurer. Ms. Lowe currently serves as a board member of Cytec Industries, Inc.

Prior to joining the Company in September 2012, Mr. Peribere worked at The Dow Chemical Company ("Dow") from 1977 through August 2012. Mr. Peribere served in multiple managerial roles with Dow, most recently as Executive Vice President of Dow and President and Chief Executive Officer, Dow Advanced Materials, a unit of Dow, from 2010 through August 2012. Mr. Peribere currently serves as a board member of Xylem, Inc.

Prior to joining the Company in October 2011 in connection with the Diversey acquisition, Mr. Sagnak was Regional President-Asia Pacific, Africa, Middle East, Turkey and the Caucasian/Asian Republics (APAT) of Diversey since December 2010. Prior to that, he held several management positions at Diversey from 1995 through 2010 and with Unilever from 1990 through 1995.

Prior to joining the Company in January 2013, Mr. Stiehl was Vice President of Finance and Controller of the Aerostructures business unit of United Technologies Corporation from July 2012 through December 2012. Mr. Stiehl worked at Goodrich Corporation from 2006 through 2012. Mr. Stiehl also served as Senior Audit Manager with Deloitte and has worked in various accounting and finance positions for over twenty-five years with increasing levels of responsibilities.

There are no family relationships among any of our officers or directors.

Name and Current Position	Age as of January 31, 2015	First Elected to Current Position	First Elected an Officer
Jerome A. Peribere President, Chief Executive Officer and Director	60	2013	2012
Carol P. Lowe Senior Vice President and Chief Financial Officer	49	2012	2012
Emile Z. Chammas Senior Vice President	46	2010	2010
Kenneth P. Chrisman Vice President	50	2014	2014
Karl R. Deily Vice President	57	2006	2006
Norman D. Finch Jr. Vice President, General Counsel and Secretary	50	2013	2013
Ilham Kadri Vice President	46	2013	2013
Ruth Roper Vice President	60	2004	2004
Yagmar Sagnak Vice President	48	2012	2012
William G. Stiehl Chief Accounting Officer and Controller	53	2013	2013

Item 5. *Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities*

Market Information

Our common stock is listed on the New York Stock Exchange under the trading symbol SEE. The table below shows the quarterly high and low closing sales prices of our common stock and cash dividends per share for 2014 and 2013.

2014	High	Low	Dividend
First Quarter	34.65	29.86	0.13
Second Quarter	34.94	30.36	0.13
Third Quarter	37.21	31.67	0.13
Fourth Quarter	43.47	30.99	0.13

2013	High	Low	Dividend
First Quarter	24.28	17.94	0.13
Second Quarter	24.64	21.15	0.13
Third Quarter	30.57	24.45	0.13
Fourth Quarter	34.13	26.56	0.13

As of January 31, 2015, there were approximately 4,795 holders of record of our common stock.

Dividends

Our Amended Credit Facility and the senior notes contain covenants that restrict our ability to declare or pay dividends. However, we do not believe these covenants are likely to materially limit the future payment of quarterly cash dividends on our common stock.

The following table shows our total cash dividends paid each year since 2007.

	Total Cash Dividends Paid (In millions)	Total Cash Dividends Paid per Common Share
2007	$ 64.6	0.40
2008	76.4	0.48
2009	75.7	0.48
2010	79.7	0.50
2011	87.4	0.52
2012	100.9	0.52
2013	102.0	0.52
2014	110.9	0.52
Total	$ 697.6	

On February 17, 2015, our Board of Directors declared a quarterly cash dividend of $0.13 per common share payable on March 20, 2015 to stockholders of record at the close of business on March 6, 2015. The estimated amount of this dividend payment is $27 million based on 210 million shares of our common stock issued and outstanding as of January 31, 2015.

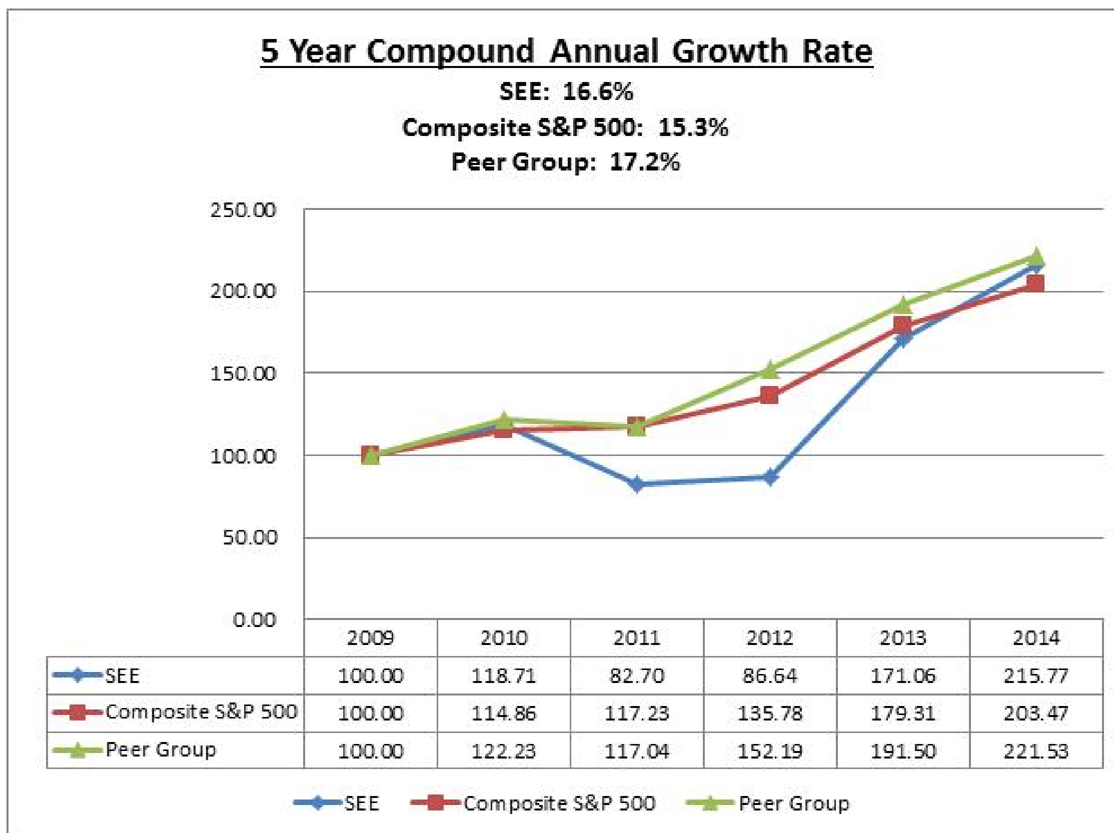
The dividend payments discussed above are recorded as reductions to cash and cash equivalents and retained earnings on our consolidated balance sheets. From time to time, we may consider other means of returning value to our stockholders based on our consolidated financial condition and results of operations. There is no guarantee that our Board of Directors will declare any further dividends.

Common Stock Performance Comparisons

The following graph shows, for the five years ended December 31, 2014, the cumulative total return on an investment of $100 assumed to have been made on December 31, 2009 in our common stock. The graph compares this return ("SEE") with that of comparable investments assumed to have been made on the same date in: (a) the Standard & Poor's 500 Stock Index ("Composite S&P 500") and (b) a self-constructed peer group.

The peer group includes us and the following companies: Agrium Inc., Air Products & Chemicals, Inc.; Ashland Inc.; Avery Dennison Corporation; Ball Corporation; Bemis Company, Inc.; Celanese Corporation; Crown Holdings, Inc.; Eastman Chemical Company; Ecolab Inc.; Huntsman Corporation; MeadWestvaco Corporation; Monsanto Company; The Mosaic Company; Owens-Illinois, Inc.; PPG Industries, Inc.; Praxair, Inc.; The Sherwin-Williams Company; and Sonoco Products Co.

Total return for each assumed investment assumes the reinvestment of all dividends on December 31 of the year in which the dividends were paid.



	2009	2010	2011	2012	2013	2014
SEE	100.00	118.71	82.70	86.64	171.06	215.77
Composite S&P 500	100.00	114.86	117.23	135.78	179.31	203.47
Peer Group	100.00	122.23	117.04	152.19	191.50	221.53

Issuer Purchases of Equity Securities

The table below sets forth the total number of shares of our common stock, par value $0.10 per share, that we repurchased in each month of the quarter ended December 31, 2014, the average price paid per share and the maximum number of shares that may yet be purchased under our publicly announced plans or programs.

Period	Total Number of Shares Purchased (1)	Average Price Paid Per Share	Total Number of Share Purchased as Announced Plans or Programs	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs
	(a)	(b)	(c)	
Balance as of September 30, 2014				11,501,398
October 1, 2014 through October 31, 2014	763,915	$ 33.33	763,915	10,737,483
November 1, 2014 through November 30, 2014	362,283	38.64	362,283	10,375,200
December 1, 2014 through December 31, 2014	277,231	41.36	256,490	10,118,710
Total	1,403,429	$ 36.17	1,382,688	10,118,710

(1) We acquired shares by means of (a) share trading plans we entered into with two of our brokers in accordance with Rule 10b5-1 of the Securities Act of 1933, as amended, and pursuant to our publicly announced program (described below), (b) shares withheld from awards under our Omnibus Incentive Plan (the successor plan to our 2005 Contingent Stock Plan) pursuant to the provision thereof that permits tax withholding obligations or other legally required charges to be satisfied by having us withhold shares from an award under that plan and (c) shares reacquired pursuant to the forfeiture provision of our Omnibus Incentive Plan. We report price calculations in column (b) in the table above only for shares purchased as part of our publicly announced program, when applicable, including commissions. For shares withheld for tax withholding obligations or other legally required charges, we withhold shares at a price equal to their fair market value. We do not make payments for shares reacquired by the Company pursuant to the forfeiture provision of the Omnibus Incentive Plan as those shares are simply forfeited.

Period	Shares withheld for tax obligations and charges	Average withholding price for shares in column “a”	Forfeitures under Omnibus Incentive Plan	Total
	(a)	(b)	(c)	(d)
October 1, 2014 through October 31, 2014	—	$ —	—	—
November 1, 2014 through November 30, 2014	—	—	—	—
December 1, 2014 through December 31, 2014	1,154	34.02	19,587	20,741
Total	1,154		19,587	20,741

On August 9, 2007, we announced that our Board of Directors had approved a share repurchase program authorizing us to repurchase in the aggregate up to 20 million shares of our issued and outstanding common stock (described further under the caption, “Repurchases of Capital Stock,” in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” Item 7 of this Annual Report on Form 10-K). This program has no set expiration date. This program replaced our prior share repurchase program, which we terminated at that time.

Item 6. *Selected Financial Data*

(In millions, except share data)	Year Ended December 31, 2014	2013(1)(2)	2012(1)(2)	2011(1)(2)(3)	2010(1)
Consolidated Statements of Operations Data(4):					
Net sales	$ 7,750.5	$ 7,690.8	$ 7,559.2	$ 5,467.3	$ 4,490.1
Gross profit	2,687.6	2,589.9	2,520.5	1,585.5	1,256.3
Impairment of goodwill and other intangible assets	—	—	1,892.3	—	—
Operating profit (loss)	653.6	604.6	(1,429.5)	425.7	538.5
Loss on debt redemption	(102.5)	(36.3)	(36.9)	—	(38.5)
Earnings (loss) from continuing operations before income tax provision	267.2	180.2	(1,884.4)	194.3	346.9
Net earnings (loss) from continuing operations	258.1	95.3	(1,619.0)	135.7	258.1
Net earnings from discontinued operations	—	7.6	28.7	16.4	—
Net gain on sale of discontinued operations	—	22.9	178.9	—	—
Net earnings (loss) available to common stockholders	$ 258.1	$ 125.8	$ (1,411.4)	$ 152.1	$ 258.1
Basic and diluted net earnings (loss) per common share:					
Basic					
Continuing operations	$ 1.22	$ 0.49	$ (8.40)	$ 0.81	$ 1.62
Discontinued operations	—	0.16	1.08	0.10	—
Net earnings (loss) per common share—basic	$ 1.22	$ 0.65	$ (7.32)	$ 0.91	$ 1.62
Diluted					
Continuing operations	$ 1.20	$ 0.44	$ (8.40)	$ 0.73	$ 1.45
Discontinued operations	—	0.14	1.08	0.09	—
Net earnings (loss) per common share—diluted	$ 1.20	$ 0.58	$ (7.32)	$ 0.82	$ 1.45
Common stock dividends	$ 111.8	$ 102.6	$ 101.4	$ 88.7	$ 80.9
Consolidated Balance Sheets Data:					
Cash and cash equivalents	$ 322.6	$ 992.4	$ 679.6	$ 703.6	$ 675.6
Goodwill	3,005.5	3,114.6	3,151.2	4,168.2	1,945.9
Intangible assets, net	872.2	1,016.9	1,131.6	2,027.6	78.0
Total assets	8,041.7	9,176.0	9,371.0	11,473.1	5,435.6
Settlement agreement and related accrued interest	—	925.1	876.9	831.2	787.9
Long-term debt, less current portion	4,282.5	4,116.4	4,540.8	4,966.7	1,399.2
Total stockholders' equity	1,162.8	1,416.3	1,468.5	2,977.7	2,424.0
Working capital (current assets less current liabilities)	960.7	758.7	993.6	952.8	614.7
Consolidated Cash Flows Data(4):					
Net cash (used in) provided by operating activities	$ (201.9)	$ 624.8	$ 394.2	$ 363.1	$ 483.1
Net cash used in investing activities	(141.5)	(105.5)	(114.9)	(2,365.7)	(96.9)
Net cash (used in) provided by financing activities	(304.1)	(319.8)	(585.1)	2,016.4	(373.0)
Other Financial Data:					
Depreciation and amortization	$ 266.7	$ 283.4	$ 300.2	$ 182.7	$ 154.7
Share-based incentive compensation	54.1	24.1	16.9	25.0	30.6
Capital expenditures	153.9	116.0	122.8	121.7	87.6

(1) During the fourth quarter of 2014, we changed the method of valuing our inventories that used the LIFO method to the FIFO method, so that all of our inventories are now valued at FIFO. We applied this change in accounting principle retrospectively. Accordingly certain previously reported financial information has been revised. The impact of the change to net earnings is not material. See Note 2, "Summary of Significant Accounting Policies – Inventories" for additional details regarding this accounting policy change.

(2) Operating results for the rigid medical packaging business were reclassified to discontinued operations in 2013, 2012 and 2011 and related assets and liabilities were reclassified to assets and liabilities held for sale as of December 31, 2012 and 2011. Operating results for Diversey Japan were reclassified to discontinued operations for the periods in 2012 and 2011 beginning October 3, 2011. See Note 3, "Divestitures," for further information about the sale of our rigid medical packaging business in 2013 and the sale of our Diversey Japan in 2012. Results for 2010 have not been revised for the sale of the rigid medical packaging business as the results were not considered material or for the sale of the Diversey Japan because we acquired Diversey on October 3, 2011.

(3) Includes the financial results of Diversey for the period beginning October 3, 2011 (acquisition date).

(4) See Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” for a discussion of the factors that contributed to our consolidated operating results and our consolidated cash flows for the three years ended December 31, 2014.

Item 7. ***Management's Discussion and Analysis of Financial Condition and Results of Operations***

The information in this MD&A should be read together with our consolidated financial statements and related notes set forth in Part II, Item 8, as well as the discussion included in Part I, Item 1A, "Risk Factors," of this Annual Report on Form 10-K. All amounts and percentages are approximate due to rounding and all dollars are in millions, except per share amounts.

On December 6, 2013, we completed the sale of the rigid medical packaging business, and accordingly the operating results were reclassified to discontinued operations, net of tax, on the consolidated statements of operations for 2013 and 2012. On November 14, 2012, we completed the sale of Diversey Japan, and accordingly the operating results were reclassified to discontinued operations, net of tax, on the consolidated statements of operations for 2012. See Note 3, "Divestitures," for further details. All results and discussion included in this MD&A are presented on a continuing operations basis.

Effective as of January 1, 2014, we changed our segment reporting structure in order to reflect the way management now makes operating decisions and manages the growth and profitability of the business. This change corresponds with management's current approach of allocating costs and resources and assessing the performance of our segments. We report our segment information in accordance with the provisions of Financial Accounting Standards Board Accounting Standards Codification Topic 280, "Segment Reporting," ("FASB ASC Topic 280"). There has been no change in our total consolidated financial condition or results of operations previously reported as a result of the change in our segment structure. There were no changes to the reportable segment assets as a result of the change in segment reporting.

As a result, the Company's new segment reporting structure consists of three reportable segments and an "Other" category and is as follows:

- Food Care;
- Diversey Care;
- Product Care; and
- Other (includes Corporate, Medical Applications and New Ventures businesses).

See Note 4, "Segments" for further information.

During the fourth quarter of 2014, we changed the method of valuing our inventories that used the last-in first-out (LIFO) method to the first-in first-out (FIFO) method, so that all of our inventories are now valued at FIFO. Certain amounts have been revised to reflect the retrospective application of this change in inventory costing method for certain U.S. inventories to the FIFO method from the LIFO method. Refer to Note 2, "Summary of Significant Accounting Policies - Inventories," of the notes to consolidated financial statements for further details surrounding this accounting policy change.

Overview

We are a global leader in food safety and security, facility hygiene and product protection. We serve an array of end markets including food and beverage processing, food service, retail, healthcare and industrial, and commercial and consumer applications. Our focus is on achieving quality sales growth through leveraging our geographic footprint, technological know-how and leading market positions to bring measureable, sustainable value to our customers, employees and investors. We have widely recognized and inventive brands such as Cryovac® packaging technology, Diversey® and TASKI® brand cleaning and hygiene solutions and our Bubble Wrap ® brand cushioning, Jiffy® protective mailers, and Instapak® foam-in-place systems.

As of December 31, 2014, we employed approximately 7,100 sales, marketing and customer service personnel throughout the world who sell and market our products to and through a large number of distributors, fabricators, converters, e-commerce and mail order fulfillment firms, and contract packaging firms as well as directly to end-users such as food processors, foodservice businesses, supermarket retailers, lodging, retail pharmaceutical companies, healthcare facilities, medical device manufacturers, and other manufacturers. We have no material long-term contracts for the distribution of our products. In 2014, no customer or affiliated group of customers accounted for 10% or more of our consolidated net sales.

Historically, net sales in our Food Care segment have tended to be slightly lower in the first quarter and slightly higher towards the end of the third quarter through the fourth quarter, due to holiday events. Net sales in our Diversey Care segment have tended to be slightly lower in the first quarter; second quarter sales represent a modest seasonal increase due to higher occupancy rates in European lodging; and the third and fourth quarters of the year are relatively the same level as the second quarter. Net sales in our Product Care segment have also tended to be slightly lower in the first quarter and higher in the mid-third quarter and through the fourth quarter due to holiday shopping season. On a consolidated basis, there is little seasonality in the business with net sales slightly lower in the first quarter and slightly higher towards the end of the third quarter through the fourth quarter. Our consolidated net earnings typically trend directionally the same as our net sales seasonality. Cash flow from operations has tended to be higher in the second half of the year, reflecting seasonality of sales and working capital changes, including the timing of certain annual incentive compensation payments.

Other factors may outweigh the effects of seasonal changes in our net earnings results including, but not limited to, changes in raw materials and other costs, foreign exchange rates, interest rates, taxes and the timing and amount of acquisition synergies and restructuring and other non-recurring charges.

Competition for most of our packaging products is based primarily on packaging performance characteristics, service and price. Since competition is also based upon innovations in packaging technology, we maintain ongoing research and development programs to enable us to maintain technological leadership. Our Food Care hygiene solutions and Diversey Care solutions businesses face a wide spectrum of competitors across each product category. Competition is both global and regional in scope and includes numerous small, local competitors with limited product portfolios and geographic reach. For more details, see “Competition” included in Part I, Item 1 “Business.”

Our net sales are sensitive to developments in our customers’ business or market conditions, changes in the global economy, and the effects of foreign currency translation. Our costs can vary materially due to changes in input costs, including petrochemical-related costs (primarily resin costs), which are not within our control. Consequently, our management focuses on reducing those costs that we can control and using petrochemical-based and other raw materials as efficiently as possible. We also believe that our global presence helps to insulate us from localized changes in business conditions.

We manage our businesses to generate substantial operating cash flow. We believe that our operating cash flow will permit us to continue to spend on innovative research and development and to invest in our business by means of capital expenditures for property and equipment and acquisitions. Moreover, we expect that our ability to generate substantial operating cash flow should provide us with the flexibility to repay debt and to return capital to our stockholders.

Highlights of Financial Performance

Below are the highlights of our financial performance for the three years ended December 31, 2014.

	Year Ended December 31,			2014 vs. 2013	2013 vs. 2012
(In millions, except per share amounts)	**2014**	**2013(1)**	**2012(1)**	**% Change**	**% Change**
Net sales	$ 7,750.5	$ 7,690.8	$ 7,559.2	0.8%	1.7%
Gross profit	$ 2,687.6	$ 2,589.9	$ 2,520.5	3.8%	2.8%
As a % of net sales	*34.7%*	*33.7%*	*33.3%*		
Operating profit (loss)	$ 653.6	$ 604.6	$ (1,429.5)	8.1%	#%
As a % of net sales	*8.4%*	*7.9%*	*(18.9)%*		
Net earnings (loss) available to common stockholders from continuing operations	$ 258.1	$ 95.3	$ (1,619.0)	170.8%	#%
Net earnings (loss) per common share from continuing operations - basic	$ 1.22	$ 0.49	$ (8.40)	148.9%	#%
Net earnings (loss) per common share from continuing operations - diluted	$ 1.20	$ 0.44	$ (8.40)	172.0%	#%
Weighted average number of common shares outstanding:					
Basic	210.0	194.6	192.8		
Diluted	213.9	214.2	192.8		
Non-U.S. GAAP Adjusted EBITDA from continuing operations(2)	1,118.3	1,040.5	978.9	7.5%	6.3%
Non-U.S. GAAP Adjusted EPS from continuing operations	$ 1.86	$ 1.39	$ 0.97	33.8%	43.3%

# Denotes a variance greater than or equal to 100%, or not meaningful.
(1) During the fourth quarter of 2014, we changed the method of valuing our inventories that used LIFO method to the FIFO method, so that all of our inventories are now valued at FIFO. We applied this change in accounting principle retrospectively. Accordingly certain previously reported financial information has been revised. See Note 2, "Summary of Significant Accounting Policies – Inventories" for additional details regarding this accounting policy change.
(2) See "Diluted Net Earnings per Common Share" for a reconciliation of our U.S. GAAP EPS to our non-U.S. GAAP adjusted EPS.

Diluted Net Earnings per Common Share

The following table presents a reconciliation of our U.S. GAAP EPS to non-U.S. GAAP adjusted EPS.

	Year Ended December 31,					
	2014		2013		2012	
(In millions, except per share data)	Net Earnings	EPS	Net Earnings(1)	EPS(1)	Net Earnings(1)	EPS(1)
U.S. GAAP net earnings and EPS available to common stockholders from continuing operations (2)	$ 258.1	$ 1.20	$ 95.3	$ 0.44	$ (1,619.0)	$ (8.40)
Special items(3)	140.8	0.66	203.8	0.95	1,826.2	9.37
Non-U.S. GAAP adjusted net earnings and EPS available to common stockholders - continuing operations	$ 398.9	$ 1.86	$ 299.1	$ 1.39	$ 207.2	$ 0.97
Weighted average number of common shares outstanding - Diluted		**213.9**		**214.2**		**211.2**

(1) During the fourth quarter of 2014, we changed the method of valuing our inventories that used LIFO method to the FIFO method, so that all of our inventories are now valued at FIFO. We applied this change in accounting principle retrospectively. Accordingly all previously reported financial information has been revised. See Note 2, "Summary of Significant Accounting Policies – Inventories" for additional details regarding this accounting policy change.
(2) Net earnings per common share are calculated under the two-class method.
(3) Special items are certain one-time costs/credits that are included in our U.S. GAAP reported results.

For 2014, special items primarily included restructuring and other associated costs related to our restructuring programs of $102 million ($84 million, net of taxes), foreign currency exchange losses related to Venezuelan subsidiaries of $20 million ($20 million, net of taxes), loss on debt redemption and refinancing activities of $103 million ($67 million, net of taxes), and costs related to development grant matter of $14 million ($14 million, net of taxes). These amounts were partially offset by our gain on Claims Settlement of $21 million and $46 million of additional tax benefits directly and indirectly related to the Grace settlement, including the release of reserve related to unrecognized tax benefits, valuation allowances and unremitted earnings.

For 2013, special items primarily included restructuring and other charges of $74 million ($59 million, net of taxes) and associated costs of $26 million ($18 million, net of taxes), related to both EQIP and IOP, $50 million increase to the valuation allowance in connection with the deferred tax asset related to the Settlement agreement, loss on debt redemption of $36 million ($24 million, net of taxes), write down of non-strategic assets of $5 million ($3 million, net of taxes) and foreign currency exchange losses related to Venezuelan subsidiaries of $13 million ($11 million, net of taxes). For 2012, these items primarily included (i) impairment of goodwill and other intangible assets, (ii) restructuring charges and (iii) loss on debt redemption.

For 2012, for purposes of calculating Adjusted EPS, the dilutive impact of: (i) the effect of the assumed issuance of 18 million shares of common stock reserved for the Settlement agreement and (ii) the effect of non-vested restricted stock and restricted stock units using the treasury stock method was included because we reported adjusted net earnings for 2012. These shares differ from the shares used to calculate net loss per common share included in the consolidated statement of operations for U.S. GAAP reporting purposes because we reported a net loss for 2012, which does not include the effect of the items mentioned above as the effect was anti-dilutive. See Note 21, "Net Earnings (Loss) Per Common Share," for details on the calculation of our U.S. GAAP basic and diluted EPS and "Non-U.S. GAAP Information" above, for further details.

Our U.S. GAAP and non-U.S. GAAP income taxes are as follows:

	Year Ended December 31,					
	2014		2013		2012	
(In millions)	Provision	Effective Tax Rate	Provision(1)	Effective Tax Rate(1)	Provision (Benefit)(1)	Effective Tax Rate(1)
U.S. GAAP	$ 9.1	3.4%	$ 84.9	47.1%	$ (265.4)	14.1%
Non-U.S. GAAP	$ 113.0	22.1%	$ 78.2	20.7%	$ 70.7	25.4%

(1) During the fourth quarter of 2014, we changed the method of valuing our inventories that used LIFO method to the FIFO method, so that all of our inventories are now valued at FIFO. We applied this change in accounting principle retrospectively. Accordingly all previously reported financial information has been revised. See Note 2, "Summary of Significant Accounting Policies – Inventories" for additional details regarding this accounting policy change.

Foreign Currency Translation Impact on Consolidated Financial Results

Since we are a U.S. domiciled company, we translate our foreign currency-denominated financial results into U.S. dollars. Due to the changes in the value of foreign currencies relative to the U.S. dollar, translating our financial results from foreign currencies to U.S. dollars may result in a favorable or unfavorable impact. Historically, the most significant currencies that have impacted the translation of our consolidated financial results are the euro, the Australian dollar, the Brazilian real, the British pound, the Canadian dollar and the Mexican peso.

The following table presents the approximate favorable or (unfavorable) impact foreign currency translation had on some of our consolidated financial results:

(In millions)	2014 vs. 2013	2013 vs. 2012
Net sales	$ (183.3)	$ (75.6)
Cost of sales (1)	$ 125.1	$ 64.5
Selling, general and administrative expenses	$ 29.5	$ 9.4
Net earnings from continuing operations(1)	$ (18.2)	$ 1.2
Adjusted EBITDA (1)	$ (30.1)	$ (0.6)

(1) During the fourth quarter of 2014, we changed the method of valuing our inventories that used LIFO method to the FIFO method, so that all of our inventories are now valued at FIFO. We applied this change in accounting principle retrospectively. Accordingly all previously reported financial information has been revised. See Note 2, "Summary of Significant Accounting Policies – Inventories" for additional details regarding this accounting policy change.

Net Sales by Geographic Region

Net sales by geographic region for three years ended December 31, 2014 as follows:

	Year Ended December 31,			2014 vs. 2013	2013 vs. 2012
(In millions)	2014	2013 (1)	2012(1)	% Change	% Change
North America	**$ 3,071.9**	**$ 3,004.9**	**$ 2,952.4**	***2.2*** %	***1.8*** %
As a % of net sales	*39.6%*	*39.1%*	*39.1%*		
Europe	**$ 2,447.1**	**$ 2,427.3**	**$ 2,416.5**	***0.8*** %	***0.4*** %
As a % of net sales	*31.6%*	*31.6%*	*32.0%*		
Latin America	**$ 807.5**	**$ 840.7**	**$ 799.7**	***(3.9)*** %	***5.1*** %
As a % of net sales	*10.4%*	*10.9%*	*10.6%*		
AMAT(2)	**$ 869.5**	**$ 845.1**	**$ 794.4**	***2.9*** %	***6.4*** %
As a % of net sales	*11.2%*	*11.0%*	*10.5%*		
JANZ(3)	**$ 554.5**	**$ 572.8**	**$ 596.2**	***(3.2)*** %	***(3.9)*** %
As a % of net sales	*7.2%*	*7.4%*	*7.9%*		
Total	**$ 7,750.5**	**$ 7,690.8**	**$ 7,559.2**	***0.8*** %	***1.7*** %

(1) As of January 1, 2013, the Company changed the measure for analyzing sales by geographic regions. Sales attributed to each geographic region in the table above are based on customer destination. Prior to January 1, 2013, sales were attributable to geographic region based on shipping origin.

(2) AMAT = Asia, Middle East, Africa and Turkey
(3) JANZ = Japan, Australia and New Zealand

By geographic region, the components of the increase in net sales for 2014 compared with 2013 were as follows:

(In millions)	North America		Europe		Latin America		AMAT		JANZ		Total	
2013 net sales(1)	$ 3,004.9		$ 2,427.3		$ 840.7		$ 845.1		$ 572.8		$ 7,690.8	
Volume-Units	(13.4)	(0.5) %	(2.6)	(0.1) %	(26.2)	(3.1) %	36.7	4.3 %	(0.9)	(0.2) %	(6.4)	— %
Product price/mix	99.0	3.3 %	20.1	0.8 %	96.5	11.5 %	21.8	2.6 %	12.0	2.1 %	249.4	3.2 %
Total constant dollar change (Non-U.S. GAAP)	**85.6**	**2.8 %**	**17.5**	**0.7 %**	**70.3**	**8.4 %**	**58.5**	**6.9 %**	**11.1**	**1.9 %**	**243.0**	**3.2 %**
Foreign currency translation	(18.6)	(0.6) %	2.3	0.1 %	(103.5)	(12.3) %	(34.1)	(4.0) %	(29.4)	(5.1) %	(183.3)	(2.4) %
Total	**67.0**	**2.2 %**	**19.8**	**0.8 %**	**(33.2)**	**(3.9) %**	**24.4**	**2.9 %**	**(18.3)**	**(3.2) %**	**59.7**	**0.8 %**
2014 net sales	**$ 3,071.9**		**$ 2,447.1**		**$ 807.5**		**$ 869.5**		**$ 554.5**		**$ 7,750.5**	

(1) As of January 1, 2013, the Company changed the measure for analyzing sales by geographic regions. Sales attributed to each geographic region in the table above are based on customer destination. Prior to January 1, 2013, sales were attributable to geographic region based on shipping origin.

By geographic region, the components of the increase in net sales for 2013 compared with 2012 were as follows:

(In millions)	North America		Europe		Latin America		AMAT		JANZ		Total	
2012 net sales(1)	$ 2,952.4		$ 2,416.5		$ 799.7		$ 794.4		$ 596.2		$ 7,559.2	
Volume-Units	18.7	0.6 %	(2.2)	(0.1) %	36.5	4.6 %	54.3	6.8 %	6.7	1.1 %	114.0	1.5 %
Volumes - Acquired business, net of (dispositions)	(1.2)	— %	0.3	— %	0.1	— %	0.3	— %	—	— %	(0.5)	— %
Product price/mix	44.5	1.5 %	(3.8)	(0.2) %	40.5	5.1 %	16.3	2.0 %	(3.8)	(0.6) %	93.7	1.2 %
Total constant dollar change (Non-U.S. GAAP)	**62.0**	**2.1 %**	**(5.7)**	**(0.3) %**	**77.1**	**9.7 %**	**70.9**	**8.8 %**	**2.9**	**0.5 %**	**207.2**	**2.7 %**
Foreign currency translation	(7.5)	(0.3) %	37.1	1.5 %	(52.5)	(6.6) %	(18.6)	(2.3) %	(34.1)	(5.7) %	(75.6)	(1.0) %
Total change (U.S. GAAP)	**54.5**	**1.8 %**	**31.4**	**1.2 %**	**24.6**	**3.1 %**	**52.3**	**6.5 %**	**(31.2)**	**(5.2) %**	**131.6**	**1.7 %**
2013 net sales(1)	**$ 3,006.9**		**$ 2,447.9**		**$ 824.3**		**$ 846.7**		**$ 565.0**		**$ 7,690.8**	

(1) Net sales in the above table are attributed to geographic region based on shipping origin.

Net Sales by Segment

The following table presents net sales by our segment reporting structure:

(In millions)	Year Ended December 31, 2014	2013	2012	2014 vs. 2013 % Change	2013 vs. 2012 % Change
Net Sales:					
Food Care	$ 3,835.3	$ 3,814.2	$ 3,744.0	0.6 %	1.9 %
As a % of Total Company net sales	*49.5%*	*49.6%*	*49.5%*		
Diversey Care	2,173.1	2,160.8	2,131.9	0.6 %	1.4 %
As a % of Total Company net sales	*28.0%*	*28.1%*	*28.2%*		
Product Care	1,655.0	1,610.0	1,580.4	2.8 %	1.9 %
As a % of Total Company net sales	*21.4%*	*20.9%*	*20.9%*		
Total Reportable Segments	**7,663.4**	**7,585.0**	**7,456.3**	**1.0** %	**1.7** %
Other	87.1	105.8	102.9	(17.7) %	2.8 %
Total Company	**$ 7,750.5**	**$ 7,690.8**	**$ 7,559.2**	**0.8** %	**1.7** %

Components of Change in Net Sales by Segment

The following tables present the components of change in net sales by our segment reporting structure for 2014 compared with 2013 and 2013 compared with 2012. We also present the change in net sales excluding the impact of foreign currency translation, a non-U.S. GAAP measure, which we define as "constant dollar." We believe using constant dollar measures aids in the comparability between periods as it eliminates the volatility of changes in foreign currency exchange rates.

(In millions)	Food Care		Diversey Care		Product Care		Other		Total Company	
2013 Net Sales	$ 3,814.2		$ 2,160.8		$ 1,610.0		$ 105.8		$ 7,690.8	
Volume - Units	**(16.1)**	**(0.4)** %	**27.4**	**1.3** %	**2.6**	**0.2** %	**(20.3)**	**(19.2)** %	**(6.4)**	— %
Product price/mix(1)	154.2	4.0 %	37.4	1.7 %	55.7	3.5 %	2.1	2.0 %	249.4	3.2 %
Total constant dollar change (Non-U.S. GAAP)	**138.1**	**3.6** %	**64.8**	**3.0** %	**58.3**	**3.7** %	**(18.2)**	**(17.2)** %	**243.0**	**3.2** %
Foreign currency translation	(117.0)	(3.0) %	(52.5)	(2.4) %	(13.3)	(0.9) %	(0.5)	(0.5) %	(183.3)	(2.4) %
Total change (U.S. GAAP)	**21.1**	**0.6** %	**12.3**	**0.6** %	**45.0**	**2.8** %	**(18.7)**	**(17.7)** %	**59.7**	**0.8** %
2014 Net Sales	**$ 3,835.3**		**$ 2,173.1**		**$ 1,655.0**		**$ 87.1**		**$ 7,750.5**	

(In millions)	Food Care		Diversey Care		Product Care		Other		Total Company	
2012 Net Sales	$ 3,744.0		$ 2,131.9		$ 1,580.4		$ 102.9		$ 7,559.2	
Volume - Units	62.1	1.7 %	11.3	0.5 %	40.6	2.6 %	—	— %	114.0	1.5 %
Volumes - Acquired business, net of (dispositions)	—	— %	—	— %	—	— %	(0.5)	(0.5) %	(0.5)	— %
Product price/mix(1)	60.9	1.6 %	32.8	1.5 %	(2.5)	(0.2) %	2.5	2.5 %	93.7	1.2 %
Total constant dollar change (Non- U.S. GAAP)	**123.0**	**3.3** %	**44.1**	**2.0** %	**38.1**	**2.4** %	**2.0**	**2.0** %	**207.2**	**2.7** %
Foreign currency translation	(52.8)	(1.4) %	(15.2)	(0.6) %	(8.5)	(0.5) %	0.9	0.8 %	(75.6)	(1.0) %
Total change (U.S. GAAP)	**70.2**	**1.9** %	**28.9**	**1.4** %	**29.6**	**1.9** %	**2.9**	**2.8** %	**131.6**	**1.7** %
2013 Net Sales	**$ 3,814.2**		**$ 2,160.8**		**$ 1,610.0**		**$ 105.8**		**$ 7,690.8**	

(1) Our product price/mix reported above includes the net impact of our pricing actions and rebates as well as the period-to-period change in the mix of products sold. Also included in our reported product price/mix is the net effect of some of our customers purchasing our products in non-U.S. dollar or euro denominated countries at selling prices denominated in U.S. dollars or euros. This primarily arises when we export products from the U.S. and euro-zone countries. The impact to our reported product price/mix of these purchases in other countries at selling prices denominated in U.S. dollars or euros was not material in the periods included in the table above.

The following net sales discussion is on a constant dollar basis.

Food Care

2014 compared with 2013

The $138 million, or 4%, constant dollar increase in net sales in 2014 compared with 2013 was primarily due to:

- favorable product price/mix in all regions, primarily in Latin America of $72 million, or 13%, North America $60 million, or 4%, and JANZ $11 million, or 3%, reflecting favorable results from the progression of our pricing and value initiatives implemented to offset increase in raw material costs, currency de-valuation and non-material inflationary costs; and
- higher unit volumes in Europe of $20 million, or 2%, and AMAT of $12 million, or 4%, due to strong demand for our innovative products, value added solutions and new platforms.

These favorable drivers were partially offset by lower unit volumes in North America of $26 million, or 2%, in Latin America of $17 million, or 3%, largely attributable to a decline in beef production in North America and PED virus impact related to the pork market in both North America and Mexico.

2013 compared with 2012

The $123 million, or 3%, constant dollar increase in net sales in 2013 compared with 2012 was primarily due to

- higher unit volumes in AMAT of $32 million, or 12%, and in Latin America of $25 million, or 5%, due to an increase in beef production rates, hygiene standards as well as strong customer acceptance of new products; and
- favorable product price/mix in Latin America of $32 million, or 6%, and in North America of $26 million, or 2%, reflecting favorable results from the progression of our pricing initiatives implemented to offset increases in raw material costs, specifically in Brazil, Argentina and in the U.S.

Diversey Care

2014 compared with 2013

The $65 million, or 3%, constant dollar increase in net sales in 2014 compared with 2013 was primarily due to:

- higher unit volumes in AMAT of $20 million, or 5%, in North America of $13 million, or 2%, and in Latin America of $11 million, or 6%, due to increase sales as a result of new customers and strong end market demand, especially in the building service contractor, food service and hospitality sectors; and
- favorable product price/mix in Latin America of $17 million, or 9%, in AMAT of $12 million, or 3% and in Europe of $9 million, or 1%. These increases were due to the favorable impact from our effort to eliminate low margin business and improve the quality of our earnings.

These favorable drivers were offset by lower unit volumes in Europe $14 million, or 1%, due to the continuing economic challenges in this region and our customer and product rationalization efforts.

2013 compared with 2012

The $44 million, or 2%, constant dollar increase in net sales in 2013 compared with 2012 was primarily due to:

- favorable product price/mix of $25 million, or 2%. This increase is primarily due to our pricing actions in 2013 in all regions, primarily in Latin America and AMAT, which have more than offset input cost increases;
- higher unit volumes in AMAT of $21 million, or 6%, due to growth primarily in the hospitality and food service sectors; and
- higher unit volumes in Latin America of $11 million, or 6%, due to growth in food services, channel and retail sectors.

These favorable factors were offset by lower unit volumes in Europe of $13 million, or 1%, due to the economic challenges in this region.

Product Care

2014 compared with 2013

The $58 million, or 4%, constant dollar increase in net sales in 2014 compared with 2013 was primarily due to:

- favorable product price/mix in all regions, primarily in North America of $41 million, or 4%, and in Latin America of $8 million, or 10%, reflecting results from our focus on shifting our business from general use towards high-performance packaging solutions, including cushioning and packaging systems, and the progression of our pricing and value initiatives implemented to offset increases in raw material costs and non-material inflationary costs as well as currency devaluation; and
- higher unit volumes of $3 million, which was reflective of growth in the e-commerce and third-party logistics sectors in all regions, partially offset by lower unit volumes from our sales in our general use products as result of our product rationalization efforts.

2013 compared with 2012

The $38 million, or 2%, constant dollar increase in net sales in 2013 compared with 2012 was primarily due to:

- an increase in unit volumes of $21 million, or 2% in North America, $8 million, or 8% in JANZ and $7 million, or 2% in Europe, primarily due to strong growth in the packaging systems sector; and
- favorable product price/mix of $8 million, or 1% in North America reflecting results from the progression of our pricing initiatives implemented in North America in the fourth quarter of 2013 to offset increases in raw material costs, which was partially offset by unfavorable product price/mix of $7 million, or 2% in Europe, primarily related to consumer based and large e-commerce customers.

Cost of Sales

Cost of sales for the three years ended December 31, 2014 was as follows:

(In millions)	Year Ended December 31, 2014	2013	2012	2014 vs. 2013 % Change	2013 vs. 2012 % Change
Net sales	$ 7,750.5	$ 7,690.8	$ 7,559.2	0.8%	1.7%
Cost of sales	5,062.9	5,100.9	5,038.7	(0.7)%	1.2%
As a % of net sales	65.3%	66.3%	66.7%		

2014 compared with 2013

Cost of sales was impacted by favorable foreign currency translation of $125 million. On a constant dollar basis, cost of sales increased $87 million, or 2%, primarily due to:

- the unfavorable impact of higher raw material costs of $78 million,
- an increase in non-material inflationary costs of $41 million, primarily related to non-material inflation including salaries, wages and benefit expenses; and
- increase in cash annual incentive compensation expense of $10 million primarily due to the change in the anticipated level of achievement of our annual cash incentive compensation targets.

These factors were partially offset by favorable impact of cost synergies of $47 million and other supply chain efficiencies.

We anticipate raw material costs will have a favorable impact on cost of sales in 2015 as compared with 2014; however, we also expect an unfavorable impact on net earnings related to foreign currency. Our pricing actions could be placed under negative pressure due to declines in raw material costs, and could result in a loss of sales volumes as certain customers may choose to purchase products from our competitors at lower prices.

2013 compared with 2012

Cost of sales was impacted by a favorable foreign currency translation impact of $62 million. On a constant dollar basis, cost of sales increased $128 million, or 3%. Some of the factors that contributed to the increase in cost of sales were:

- higher raw material costs of $38 million;
- inflationary costs of $46 million, primarily related to non-material inflation including salaries, wages and benefit expenses;
- higher profit sharing expense of $7 million due to achieving most of our 2013 financial performance goals; and
- higher freight costs of $7 million; and increased costs to support higher unit volumes.

These factors were partially offset by the favorable impact of:

- incremental cost synergies associated with IOP of $44 million; and
- lower associated costs incurred with the implementation of IOP of $9 million.

Cost of sales as a percentage of net sales decreased in the last three years primarily reflecting manufacturing efficiency improvements and synergies from our restructuring programs.

Selling, General and Administrative Expenses

Selling, general and administrative expenses for the three years ended December 31, 2014 are included in the table below.

(In millions)	Year Ended December 31,			2014 vs. 2013	2013 vs. 2012
	2014	2013	2012	% Change	% Change
Selling, general and administrative expenses	1,837.2	1,749.1	1,756.7	5.0%	(0.4)%
As a % of net sales	23.7%	22.7%	23.2%		

2014 compared with 2013

SG&A expenses were impacted by favorable foreign currency translation of $29 million. On a constant dollar basis, SG&A expenses increased $117 million, or 7%. This increase was primarily due to:

- higher compensation and benefits expenses of $89 million, including the impact of annual salary increases and inflation of $54 million and, to a lesser extent, the impact of higher cash annual incentive compensation expense of $35 million primarily due to the change in the anticipated level of achievement of our annual cash incentive compensation targets;
- higher performance based annual incentive compensation expense of $24 million, primarily due to the change in the anticipated level of achievement related to certain PSU award programs as well as the impact of new PSU award programs approved in 2014;
- costs related to development grant matter of $14 million;
- higher information system expense of $12 million, primarily due to our ERP software implementations and upgrades in 2014;
- higher sales and marketing expense of $6 million, primarily due to support our sales expansion in AMAT and other developing regions,
- incremental costs incurred with the implementation of restructuring programs of $5 million; and
- incremental costs incurred as a result of termination of licensing agreement of $3 million.

These factors were partially offset by the favorable impact of cost synergies of $50 million realized from our restructuring activities.

2013 compared with 2012

Selling, general and administrative expenses were impacted by a favorable foreign currency translation impact of $9 million. On a constant dollar basis, selling, general and administrative expenses increased $2 million, primarily due to:

- higher inflationary costs of $35 million, including the impact of salaries, wages and benefit expenses;
- higher performance based annual incentive compensation of $25 million and higher profit sharing expense of $9 million, primarily due to achieving most of our 2013 financial performance goals; and
- incremental costs incurred with the implementation of restructuring programs of $13 million.

These factors were partially offset by the favorable impact of cost synergies associated with IOP of $68 million.

Amortization Expense of Intangible Assets Acquired

Amortization expense of intangible assets acquired for the three years ended December 31, 2014 was as follows:

(In millions)	Year Ended December 31, 2014	2013	2012	2014 vs. 2013 % Change	2013 vs. 2012 % Change
Amortization expense of intangible assets acquired	$ 118.9	$ 123.2	$ 132.7	(3.5)%	(7.2)%
As a % of net sales	1.5%	1.6%	1.8%		

Amortization expense of intangible was impacted by favorable foreign currency translation of $1 million. On a constant dollar basis, amortization expenses decreased $3 million, or 3%. This decrease was primarily due to certain license agreements and software which we acquired as part of the Diversey acquisition, which were fully amortized as of September, 2014.

The decrease in amortization expense in 2013 as compared with 2012 was primarily due to the impact of the non-cash impairment charge recorded in 2012, which lowered the carrying value of certain intangible assets acquired, which in turn resulted in lower amortization expense in 2013.

Impairment of Goodwill and Other Intangible Assets

During the third quarter of 2012, due to the continuing unfavorable economic conditions primarily in Europe and North America, we re-evaluated the near and long-term expected business performance of our Diversey business. Our Diversey business had experienced operating results that were significantly lower than expected during the first half of 2012 and lower than originally forecasted at the time of the acquisition of Diversey in 2011. Also during the third quarter of 2012, we started our annual multi-year strategic forecasting and planning process, which is prepared for all reporting units in the second half of each year. In connection with this process, we re-evaluated the near and long-term expected business performance of the Diversey business and considered the long-term market conditions and business trends within each of the Diversey regional reporting units. As a result of our re-evaluation, we determined that our European business was not expected to achieve any significant growth until late 2013 or 2014. Additionally, in North America, we were not able to pass along to our customers, increases in raw material costs that began in late 2011 and continued into 2012, consequently causing margins to be significantly lower than originally expected. Also, the impact of lower sales and increases in raw material costs in Latin America caused that region's operating results to be lower than expected. When we factored the impact of these unfavorable conditions into our strategic forecasting and planning process, we determined that these were significant indicators of potential impairment in accordance with ASC 350, "Intangibles-Goodwill and Other." Accordingly, we performed an interim impairment test for both the goodwill and long-lived assets of the Diversey European, North American and Latin American reporting units.

During the fourth quarter of 2012, we began to operate under our new business division structure, which created the Diversey Care and Hygiene Solutions (which is included in the Food Care segment) reporting units from the previous legacy Diversey segment. In connection with this new business division structure, we revised our multi-year forecast under the new reporting unit structure.

Included in the revised multi-year forecast was our expectation that there would be further economic weakness in Europe, particularly in Southern Europe, which was more severe than we initially forecasted during our third quarter 2012 interim impairment review. The Diversey Care and Hygiene Solutions reporting units both derive a significant portion of their revenue from Europe. Also, included in the revised multi-year forecast for the Diversey Care and Hygiene Solutions reporting units were the reported results for these reporting units for the fourth quarter of 2012. The reported results for both the Diversey Care and Hygiene Solutions reporting units were lower than originally forecasted at the end of the third quarter of 2012. In particular, the Diversey Care reporting unit experienced lower volumes in its consumer brands and lower equipment sales in Europe as compared with the fourth quarter of 2011. In addition, the Diversey Care reporting unit continued to incur higher sales and marketing expenses compared with the fourth quarter of 2011. During the fourth quarter of 2012, several new members of our senior management team believed that a new and enhanced business strategy was required to successfully operate both the Diversey Care and Hygiene Solutions businesses. The combination of the factors mentioned above unfavorably impacted our near and long-term forecasted revenues and cash flows for the Diversey Care and Hygiene Solutions reporting units.

At December 31, 2012, we considered the factors mentioned above, including our new business division structure, and we determined that further indicators of impairment were present. Accordingly, we performed an interim assessment of impairment of our goodwill and long-lived assets for the Diversey Care and Hygiene Solutions reporting units.

In 2012, we recorded a pre-tax non-cash impairment charge of $1,892 million of goodwill and other intangible assets.

As part of our evaluation in 2014 and 2013, the profitability and operating performance of the Diversey Care and Hygiene Solutions reporting units showed improvement compared to 2012. This operating performance improvement was factored into our annual multi-year strategic forecasting and planning process, which was prepared for all of our reporting units in the second half of each year. In connection with this process, we evaluated the near and long-term expected business performance of all the reporting units and considered the long-term market conditions and business trends within each of the reporting units. As a result of this annual evaluation, there was no indication of impairment for any of the reporting units in 2014 and 2013.

See Note 7, "Goodwill and Identifiable Intangible Assets," for details of our goodwill balance and the goodwill reviews performed in 2014, 2013 and 2012 and other related information.

Stock Appreciation Rights Expense

SARs expense for the three years ended December 31, 2014 is as follows:

(In millions)	Year Ended December 31, 2014	2013	2012	2014 vs. 2013 % Change	2013 vs. 2012 % Change
Stock appreciation rights expense	$ 8.1	$ 38.1	$ 18.4	(78.7)%	107.1 %
As a % of net sales	0.1%	0.5%	0.2%		

SARs expense includes the impact of changes in the share price of our common stock. The share price of our common stock increased 25% in 2014 as compared to an increase of approximately 94% in 2013. See Note 18, "Stockholder's Equity," for further details of our SARs program. As of December 31, 2014, we had approximately 600,000 SARs outstanding, of which approximately 300,000 were unvested and will vest entirely by March 31, 2015.

Integration Related Costs

We recorded integration related costs approximately $4 million in 2014, $1 million in 2013 and $7 million in 2012. These costs primarily consist of professional and consulting fees.

Restructuring Activities

Fusion

On December 18, 2014, the Board of Directors of the Company approved a new restructuring plan (the "Fusion Program" or the "Plan"), which consists of a portfolio of restructuring projects across all of our divisions as part of our transformation of Sealed Air Corporation into a knowledge-based company, including reduction in headcount and consolidation and relocation of certain facilities and offices, including the relocation of the Company's headquarters to Charlotte, NC as announced on July 23, 2014.

The Company currently estimates that it will incur aggregate costs of approximately $275 million to $285 million in connection with the implementation of this Plan. The net cash cost of the Plan is expected to be in the range of $210 million to $220 million. The costs associated with the Plan, the majority of which are expected to be incurred between 2015 and 2017, will primarily consist of (i) a reduction in headcount through reorganization and integration, including severance and termination benefits for employees, expected to be approximately $115 million to $120 million, and (ii) other costs associated with the Plan, primarily relating to the rationalization, consolidation and relocation of certain portions of our global supply chain and other facilities and offices, expected to be approximately $160 million to $165 million. Included in the total cash costs, the Company anticipates approximately $55 million to $65 million of capital expenditures related to the Plan, of which the majority is expected to be incurred between 2015 and 2016. The Plan is expected to be substantially complete by the end of 2017.

The Plan is currently estimated to generate annualized synergies of approximately $80 million to $85 million by the end of 2018. Additionally, the Plan is expected to generate cash and benefits of approximately $65 million from the sale of certain assets, state and local incentives in connection with the relocation of the Company's headquarters and reductions in working capital. These amounts are preliminary estimates based on the information currently available to management.

Earnings Quality Improvement Program (EQIP)

On May 1, 2013, we commenced with our EQIP, which is an initiative to deliver meaningful cost savings and network optimization. The plan is estimated to generate annualized savings of approximately $90-$110 million by the end of 2016. We achieved $69 million incremental cost synergies in 2014 related to this program compared with 2013. We achieved these synergies in cost of sales ($28 million) and in selling, general and administrative expenses ($41 million), primarily in our Food Care and Diversey Care divisions.

Integration and Optimization Program (IOP)

In December 2011, we initiated a restructuring program associated with the integration of Diversey's business following our acquisition of Diversey on October 3, 2011. This program is expected to be substantially completed by the end of 2015. We achieved $27 million incremental cost synergies in 2014 related to this program compared with 2013. We achieved these synergies in cost of sales ($18 million) and in selling, general and administrative expenses ($9 million), primarily in our Food Care and Diversey Care divisions.

The actual timing of future costs and cash payments related to the programs described above and our relocation activities is subject to change due to a variety of factors that may cause a portion of the costs, spending and benefits to occur later than expected. In addition, changes in foreign exchange rates may impact future costs, spending and benefits and cost synergies. See Note 9, "Restructuring and Relocation Activities," for further discussion of the costs, cash payments and liabilities associated with these programs and relocation activities.

Adjusted EBITDA by Segment

As of January 1, 2014, the Company changed the segment measure in which the management assesses segment performance and makes allocation decisions by segment from operating profit (a U.S. GAAP financial measure) to Adjusted EBITDA (a non-U.S. GAAP financial measure). Adjusted EBITDA is defined as Earnings before Interest Expense, Taxes, Depreciation and Amortization, adjusted to exclude the impact of special items. See "Use of Non-U.S. GAAP Information" above for a discussion of special items and further information of our use of non-U.S. GAAP measures.

We allocate and disclose depreciation and amortization expense to our segments, although property and equipment, net is not allocated to the segment assets, nor is depreciation and amortization included in the segment performance metric Adjusted EBITDA. We also allocate and disclose restructuring and other charges and impairment of goodwill and other intangible assets by segment, although it is not included in the segment performance metric Adjusted EBITDA since restructuring and other charges and impairment of goodwill and other intangible assets are categorized as special items. The accounting policies of the reportable segments and Other are the same as those applied to the consolidated financial statements.

See Note 4, "Segments," for the reconciliation of Non-U.S. GAAP Adjusted EBITDA to U.S. GAAP net earnings from continuing operations and other segment details.

(In millions)	Year Ended December 31, 2014	2013(1)	2012(1)	2014 vs. 2013 Change	2013 vs. 2012 Change
Food Care	$ 670.2	$ 614.7	$ 576.3	9.0%	6.7%
Adjusted EBITDA Margin	*17.5%*	*16.1%*	*15.4%*		
Diversey Care	245.0	237.3	217.9	3.2%	8.9%
Adjusted EBITDA Margin	*11.3%*	*11.0%*	*10.2%*		
Product Care	292.7	266.3	267.0	9.9%	(0.3)%
Adjusted EBITDA Margin	*17.7%*	*16.5%*	*16.9%*		
Total Reportable Segments Adjusted EBITDA	**1,207.9**	**1,118.3**	**1,061.2**	8.0%	5.4%
Other	(89.6)	(77.8)	(82.3)	15.2%	(5.5)%
Non-U.S. GAAP Total Company Adjusted EBITDA	**$ 1,118.3**	**$ 1,040.5**	**$ 978.9**	7.5%	6.3%
Adjusted EBITDA Margin	*14.4%*	*13.5%*	*12.9%*		

(1) During the fourth quarter of 2014, we changed the method of valuing our inventories that used LIFO method to the FIFO method, so that all of our inventories are now valued at FIFO. We applied this change in accounting principle retrospectively. Accordingly all previously reported financial information has been revised. See Note 2, "Summary of Significant Accounting Policies – Inventories" for additional details regarding this accounting policy change.

The following is a discussion of the factors that contributed to the change in Adjusted EBITDA by segment in the three years ended December 31, 2014 as compared with the prior year.

Food Care

2014 compared with 2013

Adjusted EBITDA was impacted by unfavorable foreign currency translation of $20 million. On a constant dollar basis, Adjusted EBITDA increased $75 million, or 12%, in 2014 compared with the same period in 2013 primarily due to the impact of:

- impact of favorable product/price mix, margin expansion, and manufacturing efficiency improvements of $87 million;
- cost synergies of $51 million primarily due to EQIP restructuring program.

These favorable drivers were partially offset by:

- an increase in SG&A and other expense of $51 million, primarily due to compensation and benefits expense of $22 million, including the impact of annual salary increases and inflation, higher annual cash incentive compensation expense of $22 million, and increase in research and development expense; and
- an unfavorable impact of lower unit volumes of $12 million.

2013 compared with 2012

The increase in Food Care's Adjusted EBITDA was primarily due to the impact of cost synergies associated with IOP of $58 million, impact of higher volumes of $20 million, and the impact of favorable product/price mix and manufacturing efficiency improvements of $25 million. These factors were partially offset by higher performance based annual incentive compensation of $21 million, higher selling, general and administrative expenses incurred in support of the increase in net sales as well as non-material supply chain inflation.

Diversey Care

2014 compared with 2013

Adjusted EBITDA was impacted by unfavorable foreign currency translation of $10 million. On a constant dollar basis, Adjusted EBITDA increased $18 million, or 8%, in 2014 compared with the same period in 2013 primarily due to the impact of:

- impact of favorable product/price mix and manufacturing efficiency improvements of $26 million;
- impact of higher unit volumes of $9 million; and
- cost synergies of $23 million primarily due to EQIP restructuring program.

These favorable drivers were partially offset by:

- an increase in SG&A and other expense of $40 million, primarily due to compensation and benefits expense of $22 million, including the impact of annual salary increases, and inflation and higher annual cash incentive compensation expense of $8 million; and an increase in expense of $6 million for sales and marketing primarily to support our sales expansion in AMAT.

2013 compared with 2012

The increase in Diversey Care's Adjusted EBITDA was primarily due to the impact of cost synergies associated with IOP of $34 million, and favorable product/price mix and manufacturing efficiency improvements of $20 million. These factors were partially offset by non-material supply chain inflation costs, and higher performance based annual incentive compensation of $7 million.

Product Care

2014 compared with 2013

Adjusted EBITDA was impacted by unfavorable foreign currency translation of $2 million. On a constant dollar basis, Adjusted EBITDA increased $28 million, or 11%, in 2014 compared with the same period in 2013 primarily due to the impact of:

- impact of favorable product/price mix and manufacturing efficiency improvements of $37 million;
- cost synergies of $17 million primarily due to EQIP restructuring program.

These favorable drivers were partially offset by:

- an increase in SG&A and other expense of $24 million, primarily due to compensation and benefits expense of $7 million, including the impact of annual salary increases, and inflation and higher annual cash incentive compensation expense of $12 million, and increase in research and development, sales and marketing expenses and other SG&A expenses to support the sales expansion in developing regions.

2013 compared with 2012

The decline in Product Care's Adjusted EBITDA was primarily due to unfavorable impact of non-material supply chain inflation costs, higher selling, general and administrative expenses and higher performance based annual incentive compensation of $7 million. These factors were partially offset by incremental cost synergies associated with IOP of $19 million and the impact of higher volumes of $16 million.

Other

2014 compared with 2013

This category's Adjusted EBITDA loss increased $12 million in 2014 as compared with 2013, primarily due to higher information systems expense of $8 million in Corporate related to our ERP software implementations and upgrades in 2014. Additionally, lower volumes in our Medical Applications and New Venture business had an unfavorable impact of $7 million.

2013 compared with 2012

The increase in Other Adjusted EBITDA was primarily due to the favorable impact of positive price/mix and lower research and development costs as a result of the decision we made to abandon future development work on a project included in our new ventures business.

Reconciliation of Non-U.S. GAAP Total Company Adjusted EBITDA to U.S. GAAP Net Earnings (Loss) from Continuing Operations

The following table shows a reconciliation of Non-U.S. GAAP Total Company Adjusted EBITDA to U.S. GAAP net earnings from continuing operations:

(In millions)	Year Ended December 31, 2014	2013[1]	2012[1]
Non-U.S. GAAP Total Company Adjusted EBITDA	**$ 1,118.3**	**$ 1,040.5**	**$ 978.9**
Depreciation and amortization [2]	(320.8)	(307.5)	(317.1)
Special items:			
Write down of non-strategic assets included in depreciation and amortization	2.1	5.3	0.8
Restructuring and other charges[3]	(65.7)	(73.8)	(142.5)
Other restructuring associated costs included in cost of sales and selling general and administrative expenses	(34.2)	(32.0)	(38.9)
Development grant matter included in selling, general and administrative expenses	(14.0)	—	—
Termination of licensing agreement	(5.3)	—	—
Relocation costs included in selling, general and administrative expenses	(2.4)	—	—
SARs	(8.1)	(38.1)	(18.4)
Integration related costs	(4.1)	(1.1)	(7.4)
Impairment of goodwill and other intangible assets	—	—	(1,892.3)
Impairment of equity method investment including related bad debt write-down of $2.3 million in 2012	(5.7)	(2.1)	(25.8)
Foreign currency exchange losses related to Venezuelan subsidiaries	(20.4)	(13.1)	(0.4)
Loss on debt redemption and refinancing activities	(102.5)	(36.3)	(36.9)
Gain from Claims Settlement in 2014 and related costs	20.3	(1.0)	(0.7)
Non-operating charge for contingent guarantee included in other income (expense), net	(2.5)	—	—
Other income (expense), net	(0.1)	0.4	1.0
Interest expense	(287.7)	(361.0)	(384.7)
Income tax provision (benefit)	9.1	84.9	(265.4)
U.S. GAAP net earnings (loss) from continuing operations	**$ 258.1**	**$ 95.3**	**$ (1,619.0)**

(1) During the fourth quarter of 2014, we changed the method of valuing our inventories that used LIFO method to the FIFO method, so that all of our inventories are now valued at FIFO. We applied this change in accounting principle retrospectively. Accordingly all previously reported financial information has been revised. See Note 2, "Summary of Significant Accounting Policies – Inventories" for additional details regarding this accounting policy change.

(2) Depreciation and amortization by segment, including share-based incentive compensation, is as follows:

(In millions)	Year Ended December 31, 2014	2013	2012
Food Care	$ 121.3	$ 118.4	$ 140.0
Diversey Care	126.3	132.3	127.6
Product Care	41.4	38.2	37.9
Total reportable segments	**289.0**	**288.9**	**305.5**
Other	31.8	18.6	11.6
Total Company depreciation and amortization	**$ 320.8**	**$ 307.5**	**$ 317.1**

(3) Restructuring and other charges by our segment reporting structure were as follows:

(In millions)	Year Ended December 31, 2014	2013	2012
Food Care	$ 27.3	$ 25.1	$ 72.0
Diversey Care	24.3	32.2	53.1
Product Care	13.6	16.4	16.7
Total reportable segments	**65.2**	**73.7**	**141.8**
Other	0.5	0.1	0.7
Total Company restructuring and other charges	**$ 65.7**	**$ 73.8**	**$ 142.5**

The restructuring and other charges in 2014 and 2013 primarily relate to our previously announced Earnings Quality Improvement Program (EQIP). The restructuring and other charges in 2012 primarily relate to the Integration and Optimization Program (IOP). See Note 9, "Restructuring and Relocation Activities," for further discussion.

Interest Expense

Interest expense includes the stated interest rate on our outstanding debt, as well as the net impact of capitalized interest, the effects of interest rate swaps and the amortization of capitalized senior debt issuance costs and credit facility fees, bond discounts, and terminated treasury locks.

Interest expense for the three years ended December 31, 2014 was as follows:

(In millions)	Year Ended December 31, 2014	2013	2012	2014 vs. 2013 Change	2013 vs. 2012 Change
Interest expense on the amount payable for the Settlement agreement[1]	$ 4.6	$ 48.2	$ 45.7	$ (43.6)	$ 2.5
Interest expense on our various debt instruments:					
5.625% Senior Notes due July 2013 [2]	—	—	19.2	—	(19.2)
12% Senior Notes due February 2014[3]	2.1	14.9	15.2	(12.8)	(0.3)
Term Loan A due July, 2017[4][6]	2.1	—	—	2.1	—
Term Loan A due July 2019 (October 2016 prior to refinance)[4][6]	26.9	30.4	35.8	(3.5)	(5.4)
Term Loan B due October 2018 [4][6]	14.6	37.1	64.0	(22.5)	(26.9)
Revolving credit facility due July 2019 (October 2016 prior to refinance)[4][6]	8.4	4.2	4.1	4.2	0.1
7.875% Senior Notes due June 2017[5]	—	7.6	33.3	(7.6)	(25.7)
8.125% Senior Notes due September 2019[7]	57.3	62.4	62.3	(5.1)	0.1
6.50% Senior Notes due December 2020	26.7	28.3	2.5	(1.6)	25.8
8.375% Senior Notes due September 2021	64.1	63.9	63.8	0.2	0.1
4.875% Senior Notes due December 2022[7]	2.2	—	—	2.2	—
5.25% Senior Notes due April 2023[5]	23.0	17.8	—	5.2	17.8
5.125% Senior Notes due December 2024[7]	2.3	—	—	2.3	—
6.875% Senior Notes due July 2033	30.9	30.9	30.9	—	—
Other interest expense	28.7	20.2	13.4	8.5	6.8
Less: capitalized interest	(6.2)	(4.9)	(5.5)	(1.3)	0.6
Total	$ 287.7	$ 361.0	$ 384.7	$ (73.3)	$ (23.7)

(1) The decline in interest expense in 2014 as compared with 2013 was due to the funding of the cash payment for the Settlement agreement on February 3, 2014. See Note 17, "Commitments and Contingencies" for further details.

(2) In November 2012, we issued $425 million of 6.50% Senior Notes due 2020. Substantially all of the proceeds from this offering were used to purchase the outstanding amount ($400 million) of the 5.625% Senior Notes due July 2013.

(3) We repaid the notes upon maturity on February 14, 2014.

(4) In connection with the acquisition of Diversey on October 3, 2011, we entered into a senior credit facility consisting of: (i) a $1.1 billion multicurrency Term Loan A Facility, (ii) a $1.2 billion multicurrency Term Loan B Facility and (iii) a $700 million revolving credit facility. We also issued $750 million of 8.125% Senior Notes and $750 million of 8.375% Senior Notes.

(5) In March 2013, we issued $425 million of 5.25% Senior Notes due 2023. Substantially all of the proceeds from this offering were used to purchase the outstanding amount ($400 million) of the 7.875% Senior Notes due July 2017. See Note 11, “Debt and Credit Facilities,” and “Loss on Debt Redemption” below for further details.

(6) On July 25, 2014 the Company entered into a second restatement agreement, see Note 11, “Debt and Credit Facilities” for further information.

(7) In November 2014, we issued $425 million of 4.875% Senior Notes and $425 million of 5.125% notes and used substantially all of the proceeds to retire the 8.125% Senior Notes due September 2019. See Note 11, “Debt and Credit Facilities” for further information.

Loss on Debt Redemption

2014

In the fourth quarter 2014, we issued $425 million of 4.875% Senior Notes due December 1, 2022 and $425 million of 5.125% Senior Notes due December 1, 2024. The proceeds from these notes were used to repurchase the company’s $750 million 8.125% Senior Notes due September 2019. The aggregate repurchase price was $837 million, which included the principal amount of $750 million, a premium of $75 million and accrued interest of $13 million. We recognized a total pre-tax loss of $84 million on the repurchase, which included the premiums mentioned above. Also included in the loss on debt redemption was $9 million of accelerated amortization of original non-lender fees related to the 8.125% Senior Notes due September 2019.

On July 25, 2014, we entered into a second restatement agreement (the “Second Restatement Agreement”) whereby our senior secured credit facility was amended and restated (the “Second Amended and Restated Credit Agreement”) with Bank of America, N.A., as agent, and the other financial institutions party thereto. On August 29, 2014, we completed the $100 million delayed draw of the Term Loan A facility. In connection with this loan, we also entered into interest rate and currency swaps in a notional amount of $100 million, which convert our floating U.S. dollar denominated obligation under the Term Loan A into a fixed rate Brazilian real denominated obligation. As a result of the Second Restatement Agreement, we recognized $18 million of loss on debt redemption in our consolidated statements of operations. This amount includes $13 million of accelerated amortization of original issuance discount related to the Term Loan B and lender and non-lender fees related to the entire credit facility. Also included in the loss on debt redemption was $5 million of non-lender fees incurred in connection with the Second Restatement Agreement. In addition, we incurred $2 million of lender fees that are included in the carrying amounts of the outstanding debt under the credit facility. We also capitalized $5 million of non-lender fees that are included in other assets on our consolidated balance sheet.

2013

In November 2013, we amended our senior secured credit facility (the “Amended Credit Facility”). The amendment refinanced the Term Loan B facilities with a $525 million Term Loan B dollar tranche and a €128 million Term Loan B euro tranche. In connection therewith, among other things, (i) the interest margin on each tranche was decreased by 0.75%, and (ii) the minimum Eurocurrency rate under the Term Loan B facilities was reduced from 1.00% to 0.75%. We prepaid $101 million and refinanced the remaining principal amount of $697 million of the euro and U.S. dollar denominated portions of the original Term Loan B at 100% of their face value. We recognized a $4 million pre-tax loss on debt redemption included in our results of operations for 2013, consisting of accelerated unamortized original issuance discount, unamortized fees, and fees associated with the transaction.

In March 2013, we issued $425 million of 5.25% Senior Notes and used substantially all of the proceeds to retire the 7.875% Senior Notes due June 2017. We repurchased the 7.875% Senior Notes at fair value. The aggregate repurchase price was $431 million, which included the principal amount of $400 million, a 6% premium of $23 million and accrued interest of $8 million. We recognized a total net pre-tax loss of $32 million, which included the premiums mentioned above.

2012

In November 2012, we issued $425 million of 6.50% Senior Notes and used substantially all of the proceeds to retire the 5.625% Senior Notes due July 2013. We repurchased the 5.625% Senior Notes at fair value. The aggregate repurchase price was $421 million, which included the principal amount of $400 million, a 3% premium of $13 million and accrued interest of $8 million. We recognized a total net pre-tax loss of $12 million, which included the premiums mentioned above, less a gain of $1 million on the termination of a related interest rate swap.

In November 2012, we amended and refinanced our senior secured credit facility to (a) reduce Term Loan B interest rates, (b) gain additional flexibility on the financial covenant, and (c) amend certain other terms. As a result, we recognized a non-cash pre-tax loss of $16 million for the accelerated unamortized original issuance discount of $9 million and the unamortized capitalized lender fees for $7 million. We also recorded new original issuance discount and non-lender fees for a total of $2 million, which are included in the carrying amount of the debt instruments. In addition, we recorded a non-cash pre-tax loss of $7 million of non-lender fees related to the transactions mentioned above.

See Note 11, “Debt and Credit Facilities” for details of our debt transactions.

Impairment of Equity Method Investments

2014

In 2014, we recognized an impairment of $6 million in connection with an equity method investment. This investment was not material to our consolidated financial position or results of operations.

2013

In 2013, we recognized an impairment of $2 million in connection with an equity method investment. This investment was not material to our consolidated financial position or results of operations.

2012

In September 2007, we established a joint venture that supports our Food Care segment. We account for the joint venture under the equity method of accounting with our proportionate share of net income or losses included in other expense, net, on the consolidated statements of operations.

During the first half of 2012, the joint venture performed below expectations, resulting in reduced cash flow and increasing debt obligations. Due to these events, we evaluated our equity method investment for impairment. During the three months ended June 30, 2012, based on reviewing undiscounted cash flow information, we determined that the fair value of our investment was less than its carrying value and that this impairment was other-than-temporary. As a result, we recorded a $4 million write-down of the carrying value of the investment to zero at June 30, 2012.

In connection with the establishment of the joint venture in 2007, we issued a guarantee in support of an uncommitted credit facility agreement that was entered into by the joint venture. Under the terms of the guarantee, if the joint venture were to default under the terms of the credit facility, the lender would be entitled to seek payment of the amounts due under the credit facility from us. As a result of the impairment, we believed it was probable we would need to perform under this guarantee and recorded a $20 million current liability in the second quarter of 2012, included in impairment of equity method investment on the consolidated statement of operations. The guarantee liability is reflected in other current liabilities on the consolidated balance sheets as of December 31, 2014 and 2013 as we continue to believe it is probable that we will need to perform under this guarantee. As of December 31, 2014, the joint venture has performed its obligations under the terms of the credit facility and the lender has not requested that we perform under the terms of the guarantee.

Total charges recorded in the second quarter of 2012, were $26 million ($18 million, net of taxes, or $0.09 per diluted share), which included the guarantee of the uncommitted credit facility mentioned above of $20 million and the $4 million write-down of the carrying value of the investment to zero at June 30, 2012. We also recorded provisions for bad debt on receivables due from the joint venture to the Company of $2 million, which is included in selling, general and administrative expenses. We have no additional obligations to support the operations of the joint venture in the future.

The impairment and related provision for bad debt on receivables are considered special items and excluded from our Adjusted EBITDA results.

Foreign Currency Exchange (Losses) Gains Related to Venezuelan Subsidiaries

Effective January 1, 2010, Venezuela was designated a highly inflationary economy. The foreign currency exchange gains and losses we recorded in 2014, 2013 and 2012 for our Venezuelan subsidiary were the result of two factors: 1) the significant changes in the exchange rates used to settle bolivar-denominated transactions and 2) the significant changes in the exchange rates used to remeasure our Venezuelan subsidiary's financial statements at the balance sheet date. We believe these gains and losses are attributable to the unstable foreign currency environment in Venezuela. See "Venezuela" in "Foreign Exchange Rates" of Item 7A, "Quantitative and Qualitative Disclosures About Market Risk," for further discussion on Venezuela.

Gain from Claims Settlement

On February 3, 2014, we entered into the Settlement agreement. Under the Settlement agreement, we released and waived certain claims against the Grace Parties and the Grace Parties released and waived certain claims against us. As a result, we recognized a gain of $21 million in 2014, which consisted of the release of $17 million of certain tax liabilities and $4 million of other associated liabilities. See Note 17 "Commitments and Contingencies – Settlement Agreement and Related Costs" for more details on the Settlement agreement.

Other Expense, Net

See Note 20, "Other Expense, net," for the components and discussion of other expense, net.

Income Taxes

The table below shows our effective income tax rate from continuing operations ("ETR"), as retrospectively changed to account for our change from LIFO to FIFO (see Note 2). See Note 2, "Summary of Significant Accounting Policies – Inventories" for additional details regarding this accounting policy change.

	Year Ended
2014	3.4%
2013	47.1%
2012	14.1%

Our effective income tax rate from continuing operations was 3.4% for 2014. The primary reasons for our reduced tax rate were the following items:

- Earnings in jurisdictions with low tax rates and losses in jurisdictions, such as the U.S., with high tax rates (13.2 percentage points)
- Release of reserves due to favorable settlements, judicial verdicts and expiration of statute of limitations (8.7 percentage points)
- Release of valuation allowances (5 percentage points)
- Reduction in estimated cost with respect to undistributed foreign earnings (1.9 percentage points)

Our effective income tax rate from continuing operations was 47.1% for 2013, primarily due to our increase of approximately $50 million as a result of not funding the Settlement agreement before the end of 2013. The delay in funding required us to increase our valuation allowance for the deferred tax asset related to the Settlement agreement. Excluding that increase, our tax rate would have been approximately 19%. Our tax rate for the year benefited from earnings in jurisdictions with low tax rates and losses in jurisdictions, such as the U.S., with high tax rates, as well as various reorganizations and a retroactive reinstatement of certain tax provisions that were recorded as discrete items in 2013. On January 2, 2013, the President signed the American Taxpayer Relief Act of 2012, retroactively reinstating and extending the research and development tax credit and certain foreign tax provisions from January 1, 2012 through December 31, 2013.

We expect a Core Tax Rate of approximately 25% in 2015.

Our effective income tax rate also depends on the realization of our deferred tax assets, net of our valuation allowances. Our deferred tax assets include U.S. and foreign net operating loss carry forwards and investment tax allowances, foreign tax credits, accruals not yet deductible for tax purposes, employee benefit items, and other items.

We have established valuation allowances to reduce our deferred tax assets to an amount that is more likely than not to be realized. Our ability to utilize our deferred tax assets depends in part upon our ability to generate future taxable income during the periods in which these temporary differences reverse or our ability to carry back any losses created by the deduction of these temporary differences. We expect to realize these assets over an extended period. If we are unable to generate sufficient future taxable income in the U.S. and certain foreign jurisdictions, or if there is a significant change in the time period within which the underlying temporary differences become taxable or deductible, we could be required to increase our valuation allowances against our deferred tax assets. Conversely, if we have sufficient future taxable income in jurisdictions where we have valuation allowances, we may be able to reverse those valuation allowances.

Our largest deferred tax asset is comprised of net operating loss carry forwards. In 2014, we funded the Settlement agreement and are carrying forward a portion of the amount we contributed to the trusts. We have additional net operating losses in various foreign jurisdictions. See Note 16, "Income Taxes," for a reconciliation of the U.S. federal statutory rate to our effective tax rate, which also shows the major components of the year over year changes and other tax information.

Liquidity and Capital Resources

Principal Sources of Liquidity

Our primary sources of cash are the collection of trade receivables generated from the sales of our products and services to our customers and amounts available under our existing lines of credit, including our Amended Credit Facility, and our accounts receivable securitization programs. Our primary uses of cash are payments for operating expenses, investments in working capital, capital expenditures, interest, taxes, dividends, debt obligations, restructuring expenses and other long-term liabilities. We believe that our current liquidity position and future cash flows from operations will enable us to fund our operations, including all of the items mentioned above in the next twelve months.

On February 3, 2014, we funded the $930 million Settlement agreement and accrued interest liability using cash on hand and committed liquidity. To fund the cash payment, we used $555 million of cash and cash equivalents and utilized borrowings of $260 million from our revolving credit facility and $115 million from our accounts receivable securitization programs. Also, on February 14, 2014, we repaid our 12% Senior Notes on their maturity date with available cash on hand and committed liquidity. See Note 11, "Debt and Credit Facilities," for further details.

As of December 31, 2014, we had cash and cash equivalents of $323 million, of which approximately $312 million, or 97%, was located outside of the U.S. As of December 31, 2014, there were certain foreign government regulations restricting transfers on less than $40 million of the cash located outside of the U.S. As of December 31, 2014, our U.S. cash balances and committed liquidity facilities available to U.S. borrowers were sufficient to fund our U.S. operating requirements and capital expenditures, current debt obligations and dividends. The Company does not expect that in the near term cash located outside of the U.S. will be needed to satisfy its obligations, dividends and other demands for cash in its U.S. operations. In connection with the funding of the Settlement agreement in 2014, we repatriated cash from our international operations and incurred minimal cash taxes and no significant tax expense.

Material Commitments and Contingencies

Settlement Agreement and Related Costs

We recorded a pre-tax charge of $850 million in 2002, of which $513 million represented a cash payment that was due upon the effectiveness of a plan of reorganization in the bankruptcy of W. R. Grace & Co.

On February 3, 2014, upon Grace's emergence from bankruptcy pursuant to a plan of reorganization, the Settlement agreement was implemented and our subsidiary, Cryovac, Inc., made the payments contemplated by the Settlement agreement, consisting of aggregate cash payments in the amount of $930 million to the PI Trust and the PD Trust and the transfer of 18 million shares of Sealed Air common stock (the "Settlement Shares") to the PI Trust, in each case reflecting adjustments made in accordance with the Settlement agreement.

On February 3, 2014, we funded the cash portion of the settlement payment by using $555 million of accumulated cash and cash equivalents and utilized borrowings of $260 million from our revolving credit facility and $115 million from our accounts receivable securitization programs. See "Principal Sources of Liquidity" below. The cash payment of $513 million accrued interest at a 5.5% annual rate, which was compounded annually, from December 21, 2002 to the February 3, 2014 date of payment. This accrued interest was $413 million at December 31, 2013 and is recorded in Settlement agreement and related accrued interest on our consolidated balance sheet. The total liability on our consolidated balance sheet was $925 million at December 31, 2013. In addition, the Settlement agreement provided for the issuance of the 18 million Settlement Shares. Since the impact of issuing the Settlement Shares was dilutive to our EPS, under U.S. GAAP, they were included in our diluted weighted average number of common shares outstanding in our calculation of EPS to the extent that the impact of including these shares were dilutive. See Note 21, "Net Earnings (Loss) Per Common Share," for details of our calculation of EPS.

We are deducting the payment mentioned above in our 2014 consolidated U.S. income tax return. As a result, we have a net operating loss for U.S. tax purposes in 2014 and are carrying back, for 10 years, more than $1 billion of the loss. Tax benefits resulting from the Settlement agreement were recorded as a $247 million income tax receivable (including $38 million of additional paid in capital related to shares of Common Stock issued pursuant to the Settlement agreement) and net deferred tax assets of $144 million for U.S. federal net operating losses and $31 million for state net operating loss carry forwards. The increase to additional paid-in capital on our consolidated balance sheet had no impact to our consolidated statements of operations.

If we are unable to generate sufficient U.S. taxable income we could be required to increase our valuation allowance against this deferred tax asset and we may not realize the full cash tax benefit relating to this asset. This could result in a significant increase in our effective tax rate and could have a material adverse effect on our consolidated results of operations in the periods in which these conditions occur. Changes in statutory tax rates or other new legislation or regulation may also change our deferred tax assets or liability balances, with either favorable or unfavorable impacts on our effective tax rate.

In the fourth quarter of 2013, we recorded an increase to the valuation allowance on our net deferred tax asset related to the Settlement agreement, which resulted in an increase of approximately $50 million to our income tax provision (approximately $0.23 per diluted share).

The information set forth in Part II, Item 8 of this Annual Report on Form 10-K in Note 17, "Commitments and Contingencies," under the caption "Settlement Agreement and Related Costs" is incorporated herein by reference.

Cryovac Transaction Commitments and Contingencies

The information set forth in Part II, Item 8 of this Annual Report on Form 10-K in Note 17, "Commitments and Contingencies," under the caption "Cryovac Transaction Commitments and Contingencies" is incorporated herein by reference.

Contractual Obligations

The following table summarizes our principal contractual obligations and sets forth the amounts of required or contingently required cash outlays in 2014 and future years:

(In millions)	Payments Due by Years				
	Total	2015	2016-2017	2018-2019	Thereafter
Contractual Obligations					
Short-term borrowings	$ 130.4	$ 130.4	$ —	$ —	$ —
Current portion of long-term debt exclusive of debt discounts and lender fees	1.1	1.1	—	—	—
Long-term debt, exclusive of debt discounts and lender fees	4,294.6	—	369.8	1,023.3	2,901.5
Total debt(1)	4,426.1	131.5	369.8	1,023.3	2,901.5
Interest payments due on long-term debt(2)	1,853.7	220.6	434.1	407.4	791.6
Operating leases	167.0	57.6	67.3	25.4	16.7
First quarter 2015 quarterly cash dividend declared	27.3	27.3	—	—	—
Other principal contractual obligations	353.7	139.1	146.9	60.0	7.7
Total contractual cash obligations	$ 6,827.8	$ 576.1	$ 1,018.1	$ 1,516.1	$ 3,717.5

(1) These amounts include principal maturities (at face value) only. These amounts also include our contractual obligations under capital leases of $1 million in 2015, $1 million in 2016-2017 and less than $1 million in 2018-2019.

(2) Includes interest payments required under our senior notes issuances and Amended Credit Facility only. The interest payments included above for our Term Loan A were calculated using the following assumptions:

- interest rates based on stated rates based on LIBOR as of December 31, 2014;
- all non-U.S. dollar balances are converted using exchange rates as of December 31, 2014; and
- obligations are repaid when due.

Current Portion of Long-Term Debt and Long-Term Debt — Represents the principal amount of the debt required to be repaid in each period.

Operating Leases — The contractual operating lease obligations listed in the table above represent estimated future minimum annual rental commitments primarily under non-cancelable real and personal property leases as of December 31, 2014.

Other Principal Contractual Obligations — Other principal contractual obligations include agreements to purchase an estimated amount of goods, including raw materials, or services, including energy, in the normal course of business. These obligations are enforceable and legally binding and specify all significant terms, including fixed or minimum quantities to be purchased, minimum or variable price provisions and the approximate timing of the purchase. The amounts included in the table above represent estimates of the minimum amounts we are obligated to pay, or reasonably likely to pay under these agreements. We may purchase additional goods or services above the minimum requirements of these obligations and, as a result use additional cash.

Liability for Unrecognized Tax Benefits

At December 31, 2014, we had liabilities for unrecognized tax benefits and related interest and penalties of $217 million, most of which is included in other liabilities and the remaining balance is included as a reduction to deferred tax assets on our consolidated balance sheet. At December 31, 2014, we cannot reasonably estimate the future period or periods of cash settlement of these liabilities. See Note 16, “Income Taxes,” for further discussion.

Off-Balance Sheet Arrangements

We have reviewed our off-balance sheet arrangements and have determined that none of those arrangements has a material current effect or is reasonably likely to have a material future effect on our consolidated financial statements, liquidity, capital expenditures or capital resources.

Income Tax Payments

We currently expect to pay between $100 million and $120 million of income taxes in 2015.

Contributions to Defined Benefit Pension Plans

We maintain defined benefit pension plans for some of our U.S. and our non-U.S. employees. We currently expect our contributions to these plans to be approximately $23 million in 2015.

Environmental Matters

We are subject to loss contingencies resulting from environmental laws and regulations, and we accrue for anticipated costs associated with investigatory and remediation efforts when an assessment has indicated that a loss is probable and can be reasonably estimated. These accruals do not take into account any discounting for the time value of money and are not reduced by potential insurance recoveries, if any. We do not believe that it is reasonably possible that the liability in excess of the amounts that we have accrued for environmental matters will be material to our consolidated financial position and results of operations. We reassess environmental liabilities whenever circumstances become better defined or we can better estimate remediation efforts and their costs. We evaluate these liabilities periodically based on available information, including the progress of remedial investigations at each site, the current status of discussions with regulatory authorities regarding the methods and extent of remediation and the apportionment of costs among potentially responsible parties. As some of these issues are decided (the outcomes of which are subject to uncertainties) or new sites are assessed and costs can be reasonably estimated, we adjust the recorded accruals, as necessary. We believe that these exposures are not material to our consolidated financial condition and results of operations. We believe that we have adequately reserved for all probable and estimable environmental exposures.

Cash and Cash Equivalents

The following table summarizes our accumulated cash and cash equivalents:

(In millions)	December 31, 2014	December 31, 2013
Cash and cash equivalents	$ 322.6	$ 992.4

See “Analysis of Historical Cash Flows” below.

Accounts Receivable Securitization Programs

At December 31, 2014, we had $192 million available to us under the programs of which we had $36 million outstanding at December 31, 2014. We did not utilize these programs in 2013 and 2012. See Note 8, “Accounts Receivable Securitization Programs,” for information concerning these programs.

Lines of Credit

We have a $700 million revolving credit facility. In 2014, we utilized borrowings under this facility and had $23 million outstanding at December 31, 2014. There were no amounts outstanding under the revolving credit facility at December 31, 2013. In July 2014, we amended and restated our senior secured credit facilities, including the revolving credit facility. See Note 11, “Debt and Credit Facilities,” for further details.

There was $71 million and $82 million outstanding under various lines of credit extended to our international subsidiaries at December 31, 2014 and December 31, 2013, respectively. See Note 11, “Debt and Credit Facilities,” for further details.

Covenants

At December 31, 2014 and 2013, we were in compliance with our financial covenants and limitations, as discussed in “Covenants” of Note 11, “Debt and Credit Facilities.”

Debt Ratings

Our cost of capital and ability to obtain external financing may be affected by our debt ratings, which the credit rating agencies review periodically. Below is a table that details our credit ratings by the various types of debt by rating agency.

	Moody’s Investor Services	Standard & Poor’s
Corporate Rating	Ba3	BB
Senior Unsecured Rating	B1	BB
Senior Secured Credit Facility Rating	Ba1	BB+
Outlook	Stable	Stable

These credit ratings are considered to be below investment grade. If our credit ratings are downgraded, there could be a negative impact on our ability to access capital markets and borrowing costs could increase. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time by the rating organization. Each rating should be evaluated independently of any other rating.

Outstanding Indebtedness

At December 31, 2014 and 2013, our total debt outstanding consisted of the amounts set forth in the following table.

(In millions)	December 31, 2014	December 31, 2013
Short-term borrowings	$ 130.4	$ 81.6
Current portion of long-term debt	1.1	201.5
Total current debt	131.5	283.1
Total long-term debt, less current portion	4,282.5	4,116.4
Total debt	$ 4,414.0	$ 4,399.5

See Note 11, "Debt and Credit Facilities," for further details.

Analysis of Historical Cash Flow

The following table shows the changes in our consolidated cash flows from continuing operations in the three years ended December 31, 2014.

(In millions)	Year Ended December 31, 2014	2013	2012
Net cash (used in) provided by operating activities from continuing operations	$ (201.9)	$ 624.8	$ 394.2
Net cash (used in) investing activities from continuing operations	(141.5)	(105.5)	(114.9)
Net cash (used in) financing activities from continuing operations	(304.1)	(319.8)	(585.1)

Net Cash (Used in) Provided by Operating Activities

2014

Net cash used in operating activities from continuing operations of $202 million in 2014 was primarily attributable to:

- $930 million used to fund the cash portion of the Settlement agreement; and
- $38 million of excess tax benefit related to the 18 million shares of our common stock issued pursuant to the Settlement agreement.
- $119 million of changes in operating assets and liabilities, primarily reflecting an increase in income tax receivables related to the Settlement agreement, as well as an increase in inventories, partially offset by an increase in accounts payable. This activity reflects the timing of inventory purchases and the related payments of cash along with the timing of certain annual incentive compensation payments and interest payments and the seasonality of sales and collections.

Partially offset by:

- net earnings adjusted to reconcile to net cash provided by operating activities of $847 million, including adjustments for depreciation and amortization of $321 million, profit sharing expense of $37 million, and loss on debt redemption and refinancing activities of $103 million, partially offset by gain on Settlement agreement $(21) million;

2013

Net cash provided by operating activities from continuing operations in 2013 of $625 million was primarily attributable to

- net earnings adjusted to reconcile to net cash provided by operating activities of $514 million, which primarily included adjustments for depreciation and amortization, share-based incentive compensation expenses, profit sharing expense and loss on debt redemption; and
- net changes in operating assets and liabilities resulted in net cash provided by operating activities of $111 million in 2013, primarily in trade receivables, net, inventories and accounts payable. In 2013, we reduced our day sales outstanding by three days, reduced our inventory days on hand by four days, and increased our days payables outstanding by two days.

2012

Net cash provided by continuing operating activities in 2012 of $394 million was primarily attributable to:

- net earnings adjusted to reconcile to net cash provided by operating activities of $405 million, which primarily included adjustments for depreciation and amortization, impairment of goodwill and other intangible assets, share-based incentive compensation expenses, profit sharing expenses impairment of equity method investment and deferred taxes. In 2012, our adjustments to reconcile net earnings (loss) to net cash provided by operating activities from continuing operations included a $319 million change in net deferred taxes. This amount primarily related to the impact of the deferred taxes recorded in connection with the non-cash impairment of other intangible assets, which is included in adjustments to reconcile net earnings (loss) to net cash provided by operating activities from continuing operations to offset the impact of the non-cash tax benefit that is included in net (loss) earnings available to common stockholders from continuing operations; and
- net cash provided by changes in operating assets and liabilities resulted in a net cash use of $11 million in 2012.

Net Cash Used in Investing Activities

2014

Net cash used in investing activities from continuing operations in 2014 of $142 million primarily consisted of capital expenditures of $154 million related to capacity expansions to support growth in net sales. Capital expenditures related to our restructuring programs was $29 million in 2014.

2013

Net cash used in investing activities from continuing operations in 2013 of $106 million primarily consisted of capital expenditures of $116 million, related to capacity expansions to support growth in net sales. Capital expenditure related to our restructuring programs was $25 million in 2013.

2012

In 2012, we used net cash of $115 million in investing activities, which was primarily due to capital expenditures of $123 million.

We expect to continue to invest capital as we deem appropriate to expand our business, to maintain or replace depreciating property, plant and equipment, to acquire new manufacturing technology and to improve productivity and net sales growth. We expect total capital expenditures in 2015 to be approximately $180 million, which include capital expenditures for restructuring programs. This projection is based upon our capital expenditure budget for 2015, the status of approved but not yet completed capital projects, anticipated future projects and historic spending trends.

Net Cash Used in Financing Activities

2014

Net cash used in financing activities from continuing operations was primarily due to the following:

- repayment of $750 million of our 8.125% Senior Notes, and $75 million of premium;
- repayment of $695 million of Term Loan B;
- repurchase of common stock of $184 million;
- repayment of $150 million of our 12% Senior Notes;
- payments of quarterly dividends of $111 million;
- repayments of $50 million of Term Loan A; and
- debt issuance cost of $24 million.

These factors were partially offset by:

- net proceeds from Term Loan A of $787 million as part of the amendment and restatement of the senior secured credit facilities;
- proceeds from issuance of $425 million of 4.875% Senior Notes and $425 million of 5.125% Senior Notes;
- an excess tax benefit of $38 million related to the 18 million shares of Common Stock issued pursuant to the Settlement agreement;
- net proceeds from borrowings under our accounts receivable securitization programs of $36 million; and
- net proceeds from borrowing under our revolving credit facility of $23 million.

2013

Net cash used in financing activities from continuing operations was primarily due to the following:

- repurchase of $400 million on 7.875% Senior Notes due June 2017 for $431 million;
- prepayments of $152 million on Term Loan A;
- prepayments of $104 million on Term Loan B; and
- payments of $102 million of quarterly dividends.

These factors were partially offset by issuance of $425 million of 5.25% Senior Notes due April 2023 and short term borrowings of $53 million.

2012

Net cash used in financing activities was primarily due to the following:

- repurchase of $400 million on 5.625% Senior Notes due July 2013 for $421 million;
- prepayments of $185 million on Term Loan A;
- prepayments of $1.1 billion on Term Loan B; and
- payments of $101 million of quarterly dividends,

partially offset by:

- issuance of $425 million of 6.50% Senior Notes due December 2020.
- refinancing of $80 million of Term Loan A; and
- refinancing of $801 million on Term Loan B.

Free Cash Flow

In addition to net cash provided by operating activities, we use free cash flow as a useful measure of performance and as an indication of the strength and ability of our operations to generate cash. We define free cash flow as cash provided by operating activities less capital expenditures (which is classified as an investing activity). Free cash flow is not defined under U.S. GAAP. Therefore, it should not be considered a substitute for net income or cash flow data prepared in accordance with U.S. GAAP and may not be comparable to similarly titled measures used by other companies. Free cash flow does not represent residual cash available for discretionary expenditures, including certain debt servicing requirements or non-discretionary expenditures that are not deducted from this measure. We typically generate the majority of our annual free cash flow in the second half of the year. Below find details of free cash flow for three years ended December 31.

(In millions)	Year Ended December 31, 2014	2013	2012	2014 vs. 2013 Change	2013 vs. 2012 Change
Cash flow (used in) provided by operating activities -continuing operations	$ (201.9)	$ 624.8	$ 394.2	$ (826.7)	$ 230.6
Capital expenditures	(153.9)	(116.0)	(122.8)	(37.9)	6.8
Free cash flow(1)	$ (355.8)	$ 508.8	$ 271.4	$ (864.6)	$ 237.4

(1) Free cash flow was $612 million in 2014 excluding the payment of the Settlement agreement of $930 million and excess tax benefit of $38 million related to shares of Common Stock issued pursuant to the terms of the Settlement agreement.

Changes in Working Capital

(In millions)	December 31, 2014	December 31, 2013	Change
Working capital (current assets less current liabilities)	$ 960.7	$ 758.7	$ 202.0
Current ratio (current assets divided by current liabilities)	1.6 x	1.3 x	
Quick ratio (current assets, less inventories divided by current liabilities)	1.2 x	1.0 x	

The $202 million, or 27%, increase in working capital in the year ended December 31, 2014 was primarily due to cash flow from operations, $38 million of excess tax benefit related to the 18 million shares of our common stock issued pursuant to the Settlement agreement, and reclassification of $27 million from property, plant and equipment to assets held for sale, which primarily related to agreement for purchase and sale relating to our building located in Racine, Wisconsin. See Note 9, "Restructuring and Relocation Activities" for further details.

Changes in Stockholders' Equity

The $254 million, or 18%, decrease in stockholders' equity in 2014 compared with 2013 was primarily due to:

- cumulative translation adjustment of $248 million;
- a net increase in treasury stock of $154 million primarily due to the repurchase of common stock into treasury stock of $184 million, partially offset by the transfer of common stock from treasury stock of $33 million related to our 2013 profit sharing plan contribution made in the first quarter of 2014; and
- dividends paid and accrued on our common stock of $112 million; and
- increase of $90 million of unrecognized pension items, primarily related to a reduction in the discount rate used to value our pension liabilities. See Note 14, "Profit Sharing Retirement Savings Plans and Defined Benefit Pension Plans" for additional information on our pension plans.

partially offset by:

- net earnings of $258 million;
- increase of $54 million in additional paid in capital due to share-based incentive compensation; and
- $38 million of excess tax benefit related to shares of our common stock issued pursuant to the Settlement agreement.

In the fourth quarter of 2014, we recorded an excess tax benefit of $38 million related to the Settlement agreement resulting from an increase in the price of the Company's common stock related to the 18 million shares reserved for issuance pursuant to the Settlement agreement in 2002, until its settlement on February 3, 2014. The tax benefit was recorded to additional paid-in capital on our consolidated balance sheet and did not impact net earnings.

The Company repurchased approximately 5.4 million shares of its common stock in 2014 for $184 million at an average price of $34 per share. This includes approximately 1.5 million shares purchased under 10b5-1 share trading plans for $54 million at an average price of $36 per share and approximately 3.9 million shares for $130 million at an average price of $33 per share purchased from the WRG Asbestos PI Trust in the second quarter 2014.

Derivative Financial Instruments

Interest Rate Swaps

The information set forth in Part II, Item 8 of this Annual Report on Form 10-K in Note 12, "Derivatives and Hedging Activities," under the caption "Interest Rate Swaps" is incorporated herein by reference.

Interest Rate and Currency Swaps

The information set forth in Part II, Item 8 of this Annual Report on Form 10-K in Note 12, "Derivatives and Hedging Activities," under the caption "Interest Rate and Currency Swaps" is incorporated herein by reference.

Foreign Currency Forward Contracts

At December 31, 2014, we were party to foreign currency forward contracts, which did not have a significant impact on our liquidity.

The information set forth in Part II, Item 8 of this Annual Report on Form 10-K in Note 12, “Derivatives and Hedging Activities,” under the caption “Foreign Currency Forward Contracts” is incorporated herein by reference.

For further discussion about these contracts and other financial instruments, see Item 7A, “Quantitative and Qualitative Disclosures About Market Risk.”

Recently Issued Statements of Financial Accounting Standards, Accounting Guidance and Disclosure Requirements

We are subject to numerous recently issued statements of financial accounting standards, accounting guidance and disclosure requirements. Note 2, “Summary of Significant Accounting Policies and Recently Issued Accounting Standards,” which is contained in Part II, Item 8 of this Annual Report on Form 10-K, describes these new accounting standards and is incorporated herein by reference.

Critical Accounting Policies and Estimates

Our discussion and analysis of our consolidated financial condition and results of operations are based upon our consolidated financial statements, which are prepared in accordance with U.S. GAAP. The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses and the disclosure of contingent assets and liabilities.

Our estimates and assumptions are evaluated on an ongoing basis and are based on all available evidence, including historical experience and other factors believed to be reasonable under the circumstances. To derive these estimates and assumptions, management draws from those available sources that can best contribute to its efforts. These sources include our officers and other employees, outside consultants and legal counsel, third-party experts and actuaries. In addition, we use internally generated reports and statistics, such as aging of trade receivables, as well as outside sources such as government statistics, industry reports and third-party research studies. The results of these estimates and assumptions may form the basis of the carrying value of assets and liabilities and may not be readily apparent from other sources. Actual results may differ from estimates under conditions and circumstances different from those assumed, and any such differences may be material to our consolidated financial statements.

We believe the following accounting policies are critical to understanding our consolidated results of operations and affect the more significant judgments and estimates used in the preparation of our consolidated financial statements. The critical accounting policies discussed below should be read together with our significant accounting policies set forth in Note 2, “Summary of Significant Accounting Policies and Recently Issued Accounting Standards.”

Accounts Receivable and Allowance for Doubtful Accounts

In the normal course of business, we extend credit to our customers if they satisfy pre-defined credit criteria. We maintain an accounts receivable allowance for estimated losses resulting from the likelihood of failure of our customers to make required payments. An additional allowance may be required if the financial condition of our customers deteriorates. The allowance for doubtful accounts is maintained at a level that management assesses to be appropriate to absorb estimated losses in the accounts receivable portfolio. The allowance for doubtful accounts is reviewed at a minimum quarterly, and changes to the allowance are made through the provision for bad debts, which is included in selling, general and administrative expenses on our consolidated statements of operations. These changes may reflect changes in economic, business and market conditions. The allowance is increased by the provision for bad debts and decreased by the amount of charge-offs, net of recoveries.

The provision for bad debts charged against operating results is based on several factors including, but not limited to, a regular assessment of the collectability of specific customer balances, the length of time a receivable is past due and our historical experience with our customers. In circumstances where a specific customer’s inability to meet its financial obligations is known, we record a specific provision for bad debt against amounts due thereby reducing the receivable to the amount we reasonably assess will be collected. If circumstances change, such as higher than expected defaults or an unexpected material adverse change in a major customer’s ability to pay, our estimates of recoverability could be reduced by a material amount.

Fair Value Measurements of Financial Instruments

In determining fair value of financial instruments, we utilize valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible and consider counterparty credit risk in our assessment of fair value. We determine fair value of our financial instruments based on assumptions that market participants would use in pricing an asset or liability in the principal or most advantageous market. When considering market participant assumptions in fair value measurements, the following fair value hierarchy distinguishes between observable and unobservable inputs, which are categorized in one of the following levels:

- Level 1 Inputs: Unadjusted quoted prices in active markets for identical assets or liabilities accessible to the reporting entity at the measurement date.
- Level 2 Inputs: Other than quoted prices included in Level 1 inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the asset or liability.
- Level 3 Inputs: Unobservable inputs for the asset or liability used to measure fair value to the extent that observable inputs are not available, thereby allowing for situations in which there is little, if any, market activity for the asset or liability at measurement date.

Our fair value measurements for our financial instruments are subjective and involve uncertainties and matters of significant judgment. Changes in assumptions could significantly affect our estimates. See Note 13, “Fair Value Measurements and Other Financial Instruments,” for further details on our fair value measurements.

Commitments and Contingencies — Litigation

On an ongoing basis, we assess the potential liabilities and costs related to any lawsuits or claims brought against us. We accrue a liability when we believe a loss is probable and when the amount of loss can be reasonably estimated. Litigation proceedings are evaluated on a case-by-case basis considering the available information, including that received from internal and outside legal counsel, to assess potential outcomes. While it is typically very difficult to determine the timing and ultimate outcome of these actions, we use our best judgment to determine if it is probable that we will incur an expense related to the settlement or final adjudication of these matters and whether a reasonable estimation of the probable loss, if any, can be made. In assessing probable losses, we consider insurance recoveries, if any. We expense legal costs, including those legal costs expected to be incurred in connection with a loss contingency, as incurred. We have in the past adjusted existing accruals as proceedings have continued, been settled or otherwise provided further information on which we could review the likelihood of outflows of resources and their measurability, and we expect to do so in future periods. Due to the inherent uncertainties related to the eventual outcome of litigation and potential insurance recovery, it is possible that disputed matters may be resolved for amounts materially different from any provisions or disclosures that we have previously made.

Impairment of Long-Lived Assets

For finite-lived intangible assets, such as customer relationships, contracts and intellectual property, and for other long-lived assets, such as property, plant and equipment, whenever impairment indicators are present, we perform a review for impairment. We calculate the undiscounted value of the projected cash flows associated with the asset, or asset group, and compare this estimated amount to the carrying amount. If the carrying amount is found to be greater, we record an impairment loss for the excess of book value over the fair value. In addition, in all cases of an impairment review, we re-evaluate the remaining useful lives of the assets and modify them as appropriate.

For indefinite–lived intangible assets, such as in-process research and development and trademarks and trade names, each year and whenever impairment indicators are present, we determine the fair value of the asset and record an impairment loss for the excess of book value over fair value, if any. In addition, in all cases of an impairment review other than for in-process research and development assets, we re-evaluate whether continuing to characterize the asset as indefinite–lived is appropriate.

Goodwill

Goodwill is reviewed for possible impairment at least annually on a reporting unit level during the fourth quarter of each year. A review of goodwill may be initiated before or after conducting the annual analysis if events or changes in circumstances indicate the carrying value of goodwill may no longer be recoverable.

A reporting unit is the operating segment unless, at businesses one level below that operating segment — the “component” level — discrete financial information is prepared and regularly reviewed by management, and the component has economic characteristics that are different from the economic characteristics of the other components of the operating segment, in which case the component is the reporting unit.

While we are permitted to conduct a qualitative assessment to determine whether it is necessary to perform a two-step quantitative goodwill impairment test, for our annual goodwill impairment test in the fourth quarter of 2014 and in 2013, we performed a quantitative test for all of our reporting units.

The goodwill impairment test involves a two-step process. In step one, we compare the fair value of each of our reporting units with goodwill to its carrying value, including the goodwill allocated to the reporting unit. If the fair value of the reporting unit exceeds its carrying value, there is no indication of impairment and no further testing is required. If the fair value of the reporting unit is less than the carrying value, we must perform step two of the impairment test to measure the amount of impairment loss, if any. In step two, the reporting unit's fair value is allocated to all of the assets and liabilities of the reporting unit, including any unrecognized intangible assets, in a hypothetical analysis that calculates the implied fair value of goodwill in the same manner as if the reporting unit were being acquired in a business combination. If the implied fair value of the reporting unit's goodwill is less than the carrying value, the difference is recorded as an impairment loss.

We use a fair value approach to test goodwill for impairment. We must recognize a non-cash impairment charge for the amount, if any, by which the carrying amount of goodwill exceeds its implied fair value. We derive an estimate of fair values for each of our reporting units using a combination of an income approach and appropriate market approaches, each based on an applicable weighting. We assess the applicable weighting based on such factors as current market conditions and the quality and reliability of the data. Absent an indication of fair value from a potential buyer or similar specific transactions, we believe that the use of these methods provides a reasonable estimate of a reporting unit's fair value.

Fair value computed by these methods is arrived at using a number of factors, including projected future operating results, anticipated future cash flows, effective income tax rates, comparable marketplace data within a consistent industry grouping, and the cost of capital. There are inherent uncertainties, however, related to these factors and to our judgment in applying them to this analysis. Nonetheless, we believe that the combination of these methods provides a reasonable approach to estimate the fair value of our reporting units. Assumptions for sales, net earnings and cash flows for each reporting unit were consistent among these methods.

Income Approach Used to Determine Fair Values

The income approach is based upon the present value of expected cash flows. Expected cash flows are converted to present value using factors that consider the timing and risk of the future cash flows. The estimate of cash flows used is prepared on an unleveraged debt-free basis. We use a discount rate that reflects a market-derived weighted average cost of capital. We believe that this approach is appropriate because it provides a fair value estimate based upon the reporting unit's expected long-term operating and cash flow performance. The projections are based upon our best estimates of projected economic and market conditions over the related period including growth rates, estimates of future expected changes in operating margins and cash expenditures. Other significant estimates and assumptions include terminal value long-term growth rates, provisions for income taxes, future capital expenditures and changes in future cashless, debt-free working capital.

2014 Annual Goodwill Impairment Test

Critical assumptions that the Company used in performing the income approach for its reporting units included the following:

- Applying a compounded annual growth rate for forecasted sales in our projected cash flows through 2017.

Reporting Unit	Compounded Annual Growth Rate
Diversey Care	3.9%
Food Care - Hygiene Solutions	6.0%
Food Care - Packaging Solutions	4.1%
Product Care	3.4%
Medical Applications	16.3%

- Applying a terminal value growth rate of 3% for all of our reporting units to reflect our estimate of stable and perpetual growth.
- Determining an appropriate discount rate to apply to our projected cash flow results. This discount rate reflects, among other things, certain risks due to the uncertainties of achieving the cash flow results and the growth rates assigned. The discount rates applied were as follows:

Reporting Unit	Discount Rate
Diversey Care	9.8%
Food Care - Hygiene Solutions	10.2%
Food Care - Packaging Solutions	8.9%
Product Care	9.4%
Medical Applications	16.3%

- A weighting of the results of the income approach of 80% of our overall fair value calculation for each reporting unit.

Changes in any of these assumptions could materially impact the estimated fair value of our reporting units. Our forecasts take into account the near and long-term expected business performance, considering the long-term market conditions and business trends within the reporting units. For further discussion of the factors that could result in a change in our assumptions, see “Risk Factors” in this Annual Report on Form 10-K and our other filings with the SEC.

Market Approaches Used to Determine Fair Values

Each year we consider various relevant market approaches that could be used to determine fair value.

The first market approach estimates the fair value of the reporting unit by applying multiples of operating performance measures to the reporting unit’s operating performance (the “Public Company Method”). These multiples are derived from comparable publicly-traded companies with similar investment characteristics to the reporting unit, and such comparables are reviewed and updated as needed annually. We believe that this approach is appropriate because it provides a fair value estimate using multiples from entities with operations and economic characteristics comparable to our reporting units and the Company. The second market approach is based on the publicly traded common stock of the Company, and the estimate of fair value of the reporting unit is based on the applicable multiples of the Company (the “Quoted Price Method”). The third market approach is based on recent mergers and acquisitions of comparable publicly-traded and privately-held companies in our industries (the “Mergers and Acquisition Method”).

The key estimates and assumptions that are used to determine fair value under these market approaches include trailing and future 12-month operating performance results and the selection of the relevant multiples to be applied. Under the Public Company and the Quoted Price Methods, a control premium, or an amount that a buyer is usually willing to pay over the current market price of a publicly traded company, is applied to the calculated equity values to adjust the public trading value upward for a 100% ownership interest, where applicable.

In order to assess the reasonableness of the calculated fair values of our reporting units, we also compare the sum of the reporting units’ fair values to our market capitalization and calculate an implied control premium (the excess of the sum of the reporting units’ fair values over the market capitalization). We evaluate the control premium by comparing it to control premiums of recent comparable market transactions. If the implied control premium is not reasonable in light of these recent transactions, we will reevaluate our fair value estimates of the reporting units by adjusting the discount rates and/or other assumptions.

For the fourth quarter 2012 interim goodwill impairment review and the 2013 and 2014 annual goodwill impairment review of the Diversey Care and Hygiene Solutions reporting units, we evaluated each of the above market approaches and determined that the Public Company and Quoted Price Methods provided the most reliable measures of fair value because they were deemed to be a reliable proxy for the Diversey Care and Hygiene Solutions reporting units. We applied a combined weighting of 20% to the two market approaches when determining the fair value of each of the reporting units. For the 2013 and 2014 annual goodwill impairment review of the Packaging Solutions, Product Care and Medical Applications reporting units, we also evaluated each of the above market approaches and determined that the Public Company, the Quoted Price and the Mergers and Acquisition Methods provided the most reliable measures of fair value because they were deemed to be a reliable proxy for these reporting units. We applied a combined weighting of 20% to the three market approaches when determining the fair value of these reporting units.

If our assumptions and related estimates change in the future, or if we change our reporting unit structure or other events and circumstances change (such as a sustained decrease in the price of our common stock, a decline in current market multiples, a significant adverse change in legal factors or business climates, an adverse action or assessment by a regulator, heightened competition, strategic decisions made in response to economic or competitive conditions or a more-likely-than-not expectation that a reporting unit or a significant portion of a reporting unit will be sold or disposed of), we may be required to record impairment charges in future periods. Any impairment charges that we may take in the future could be material to our consolidated results of operations and financial condition.

In order to evaluate the sensitivity of the estimated fair values of our reporting units in the goodwill impairment test, we applied a hypothetical 10% decrease to the fair values of each reporting unit. This hypothetical 10% decrease resulted in an excess of fair value over carrying amount ranging from approximately 30% to approximately 699% of the carrying amounts. We will continue to monitor goodwill on an annual basis and whenever events or changes in circumstances, such as significant adverse changes in business climate or operating results, changes in management's business strategy or significant declines in our stock price, indicate that there may be potential indicator of impairment.

See Note 7, "Goodwill and Identifiable Intangible Assets," for details of our goodwill balance and the goodwill review performed in 2014, 2013 and 2012 and other related information.

Pensions

For a number of our U.S. employees and our international employees, we maintain defined benefit pension plans. Under current accounting standards, we are required to make assumptions regarding the valuation of projected benefit obligations and the performance of plan assets for our defined benefit pension plans.

The projected benefit obligation and the net periodic benefit cost are based on third-party actuarial assumptions and estimates that are reviewed and approved by management on a plan-by-plan basis each fiscal year. The principal assumptions concern the discount rate used to measure the projected benefit obligation, the expected future rate of return on plan assets and the expected rate of future compensation increases. We revise these assumptions based on an annual evaluation of long-term trends and market conditions that may have an impact on the cost of providing retirement benefits.

In determining the discount rate, we utilize market conditions and other data sources management considers reasonable based upon the profile of the remaining service life of eligible employees. The expected long-term rate of return on plan assets is determined by taking into consideration the weighted-average expected return on our asset allocation, asset return data, historical return data, and the economic environment. We believe these considerations provide the basis for reasonable assumptions of the expected long-term rate of return on plan assets. The rate of compensation increase is based on our long-term plans for such increases. The measurement date used to determine the benefit obligation and plan assets is December 31 for all material plans (November 30 for non-material plans).

At December 31, 2014, the total projected benefit obligation for our U.S. pension plans was $221 million, and the total benefit income for the year ended December 31, 2014 was $1 million. At December 31, 2014, the total projected benefit obligation for our international pension plans was $1.1 billion, and the total benefit cost for the year ended December 31, 2014 was $17 million.

In general, material changes to the principal assumptions could have a material impact on the costs and liabilities recognized on our consolidated financial statements. A 25 basis point change in the assumed discount rate and a 100 basis point change in the expected long-term rate of return on plan assets would have resulted in the following increases (decreases) in the projected benefit obligation at December 31, 2014 and the expected net periodic benefit cost for the year ending December 31, 2015 (in millions).

United States	**25 Basis Point Increase (in millions)**	**25 Basis Point Decrease (in millions)**
Discount Rate		
Effect on 2014 projected benefit obligation	$ (5.8)	$ 6.1
Effect on 2015 expected net periodic benefit cost	—	—

	100 Basis Point Increase (in millions)	**100 Basis Point Decrease (in millions)**
Return on Assets		
Effect on 2015 expected net periodic benefit cost	$ (1.8)	$ 1.8

International	25 Basis Point Increase (in millions)	25 Basis Point Decrease (in millions)
Discount Rate		
Effect on 2014 projected benefit obligation	$ (51.5)	$ 54.9
Effect on 2015 expected net periodic benefit cost	(2.0)	2.3

	100 Basis Point Increase (in millions)	100 Basis Point Decrease (in millions)
Return on Assets		
Effect on 2015 expected net periodic benefit cost	$ (8.6)	$ 8.6

Income Taxes

Estimates and judgments are required in the calculation of tax liabilities and in the determination of the recoverability of our deferred tax assets. Our deferred tax assets arise from net deductible temporary differences, tax benefit carry forwards and foreign tax credits. We evaluate whether our taxable earnings during the periods when the temporary differences giving rise to deferred tax assets become deductible or when tax benefit carry forwards may be utilized should be sufficient to realize the related future income tax benefits. For those jurisdictions where the expiration dates of tax benefit carry forwards or the projected taxable earnings indicate that realization is not likely, we provide a valuation allowance.

In assessing the need for a valuation allowance, we estimate future taxable earnings, with consideration for the feasibility of ongoing planning strategies and the realizability of tax benefit carry forwards and past operating results, to determine which deferred tax assets are more likely than not to be realized in the future. Changes to tax laws, statutory tax rates and future taxable earnings can have an impact on valuation allowances related to deferred tax assets. In the event that actual results differ from these estimates in future periods, we may need to adjust the valuation allowance, which could have a material impact on our consolidated financial position and results of operations.

In calculating our worldwide provision for income taxes, we also evaluate our tax positions for years where the statutes of limitations have not expired. Based on this review, we may establish reserves for additional taxes and interest that could be assessed upon examination by relevant tax authorities. We adjust these reserves to take into account changing facts and circumstances, including the results of tax audits and changes in tax law. If the payment of additional taxes and interest ultimately proves unnecessary or less than the amount of the reserve, the reversal of the reserves would result in tax benefits being recognized in the period when we determine the reserves are no longer necessary. If an estimate of tax reserves proves to be less than the ultimate assessment, a further charge to income tax provision would result. These adjustments to reserves and related expenses could materially affect our consolidated financial position and results of operations.

We recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the consolidated financial statements from such positions are measured based on the largest benefit that has a greater than fifty percent likelihood of being realized upon settlement with tax authorities. See Note 16, “Income Taxes,” for further discussion.

Item 7A. *Quantitative and Qualitative Disclosures About Market Risk*

We are exposed to market risk from changes in the conditions in the global financial markets, interest rates, foreign currency exchange rates and commodity prices and the creditworthiness of our customers and suppliers, which may adversely affect our consolidated financial condition and results of operations. We seek to minimize these risks through regular operating and financing activities and, when deemed appropriate, through the use of derivative financial instruments. We do not purchase, hold or sell derivative financial instruments for trading purposes.

Interest Rates

From time to time, we may use interest rate swaps, collars or options to manage our exposure to fluctuations in interest rates.

At December 31, 2014, we had no outstanding interest rate swaps and no outstanding interest rate collars or options.

The information set forth in Item 8 of Part II of this Annual Report on Form 10-K in Note 12, “Derivatives and Hedging Activities,” under the caption “Interest Rate Swaps,” is incorporated herein by reference.

See Note 13, “Fair Value Measurements and Other Financial Instruments,” for details of the methodology and inputs used to determine the fair value of our fixed rate debt. The fair value of our fixed rate debt varies with changes in interest rates. Generally, the fair value of fixed rate debt will increase as interest rates fall and decrease as interest rates rise. A hypothetical 10% increase in interest rates would result in a decrease of $113 million in the fair value of the total debt balance at December 31, 2014. These changes in the fair value of our fixed rate debt do not alter our obligations to repay the outstanding principal amount or any related interest of such debt.

Foreign Exchange Rates

Operations

As a large global organization, we face exposure to changes in foreign currency exchange rates. These exposures may change over time as business practices evolve and could materially impact our consolidated financial condition and results of operations in the future. See Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” above for the impacts foreign currency translation had on our operations.

Venezuela

Economic and political events in Venezuela have exposed us to heightened levels of foreign currency exchange risk.

Effective January 1, 2010, Venezuela was designated a highly inflationary economy under U.S. GAAP, and the U.S. dollar replaced the bolivar fuerte as the functional currency for our subsidiaries in Venezuela. Accordingly, all bolivar-denominated monetary assets and liabilities were re-measured into U.S. dollars using the then current exchange rate available to us, and any changes in the exchange rate were reflected in foreign currency exchange gains and losses related to our Venezuelan subsidiaries on the consolidated statements of operations.

On February 8, 2013, the Venezuelan government announced a devaluation of the bolivar exchange rate from 4.3 bolivars to the U.S. dollar to 6.3 bolivars to the U.S. dollar. We used this official exchange rate of 6.3 bolivars to the U.S. dollar to re-measure the bolivar-denominated assets and liabilities of our Venezuelan subsidiaries for U.S. GAAP financial statement presentation as of December 31, 2013. As a result of the changes in the exchange rates, we recognized a pretax loss of $13 million in 2013 due to the remeasurement of our Venezuelan subsidiaries’ financial statements and the impact due to the settlement of bolivar-denominated transactions.

On March 18, 2013, the Venezuelan government announced the creation of an alternative foreign currency mechanism called the Supplementary Foreign Currency Administration System, known as the SICAD. During December 2013, the Venezuelan government issued a new rule allowing the Central Bank to publish the average SICAD rate (previously it was prohibited by law to publish any rate different from the official exchange rate) which was 11.3 bolivars per U.S. dollar. As stated above, at December 31, 2013 we re-measured our Venezuelan subsidiaries financial statements using the official exchange rate of 6.3 bolivars to the U.S. dollar since we were not eligible to use the SICAD rate at that time.

In January 2014, the government expanded the use of SICAD and created a new agency called the National Center of Foreign Commerce or CENCOEX which replaced the Commission for the Administration of Foreign Exchange or “CADIVI.”

In February 2014, the government opened a new exchange control mechanism called SICAD 2, which would allow for more exchanges of U.S. dollars and allow more companies the ability to obtain U.S. dollars, including for dividend remittances. This market began to operate on March 24, 2014.

Therefore, there were four legal mechanisms to exchange bolivars for U.S. dollars depending on each company’s facts and circumstances:

- CENCOEX at the official rate of 6.3;
- CENCOEX at the latest published SICAD auction rate;
- SICAD 1 auction process at the awarded exchange rate; and
- SICAD 2 at the negotiated exchange rate.

During 2014, we evaluated which legal mechanisms were available to each Venezuelan subsidiary to access U.S. dollars and also estimated the excess cash position over the next 18 months. We concluded that as of December 31, 2014 the excess cash position for our Venezuelan subsidiaries would be remeasured at the SICAD 2 rate, which was 49.9883 at December 31, 2014, since that would be the only mechanism available to access U.S. dollars to be able to make a dividend payment. For the remaining bolivar-

denominated cash balances and all other bolivar-denominated monetary assets and liabilities, we determined that since we still had access to and were receiving U.S. dollars via the CENCOEX official rate of 6.3 we continued to remeasure these items at that rate as of December 31, 2014. For any U.S. dollar denominated monetary asset or liability such amounts do not get remeasured at month-end since it is already an asset or liability denominated in U.S. dollars. However, such amounts were considered and included in the excess cash analysis and an evaluation of the applicable exchange mechanism such amounts could be obtained or settled at was considered. As a result of this evaluation, the Company reported a remeasurement loss of $20 million in 2014. We will continue to evaluate each reporting period the appropriate exchange rate to re-measure our financial statements based on the facts and circumstances at that time.

For the year ended December 31, 2014, about 1% of our consolidated net sales and operating income were derived from our businesses in Venezuela. As of December 31, 2014, we had net assets of $35 million in Venezuela, which primarily consisted of cash and cash equivalents of $20 million. Also, as of December 31, 2014, our Venezuelan subsidiaries had a negative cumulative translation adjustment balance of $46 million.

In February 2015, the Venezuelan government announced a new foreign exchange platform called the Marginal Currency System or Simadi. The Simadi will replace the SICAD 2 rate as noted above. When this market opened on February 12, 2015 the rate was 170.0390. The SICAD 1 auction process noted above will continue to hold periodic auctions for specific sectors of the economy. The opening rate is expected to be 12 for the SICAD 1. In addition, the CENCOEX will continue and provide preferential treatment for certain import operations such as food and medicines.

The ongoing impact of the recent announcements and our ability to restore net sales and profit to levels achieved prior to the recent devaluations will be impacted by several factors. These include our ability to access the various legal mechanisms to exchange bolivars for U.S. dollars including the new Simadi platform, any potential future devaluation of the exchange rates, any further Venezuelan government price or exchange controls, economic conditions and the availability of raw materials and utilities. In addition, depending on the future availability of U.S. dollars at the CENCOEX rate, our local U.S. dollar needs, our overall repatriation plans, including our ability to obtain government approval for the payment of dividends, which has been limited in recent years, the creditworthiness of the local depository institutions and other creditors and our ability to collect amounts due from customers and the government, including VAT receivables, we may have exposure for our local monetary assets. We continue to evaluate the impact these recent changes will have on our consolidated financial statements, which could be material.

Argentina

Recent economic events in Argentina, including the default on some of its international debt obligations, have exposed us to heightened levels of foreign currency exchange risks. However, as of December 31, 2014, we do not anticipate these events will have a material impact to our 2015 outlook discussed above. For 2014, about 2% of our consolidated net sales and operating income were derived from our businesses in Argentina. As of December 31, 2014, we had net assets of $22 million (including $1 million of cash and cash equivalents) in Argentina.

Foreign Currency Forward Contracts

We use foreign currency forward contracts to fix the amounts payable or receivable on some transactions denominated in foreign currencies. A hypothetical 10% adverse change in foreign exchange rates at December 31, 2014 would have caused us to pay approximately $97 million to terminate these contracts. Based on our overall foreign exchange exposure, we estimate this change would not materially affect our financial position and liquidity. The effect on our results of operations would be substantially offset by the impact of the hedged items.

Our foreign currency forward contracts are described in Note 12, “Derivatives and Hedging Activities,” which is contained in Part II, Item 8, and in “Management’s Discussion and Analysis of Financial Condition and Results of Operations — Liquidity and Capital Resources — Derivative Financial Instruments — Foreign Currency Forward Contracts,” contained in Part II, Item 7 of this Annual Report on Form 10-K, which information is incorporated herein by reference.

We may use other derivative instruments from time to time, such as foreign exchange options to manage exposure to changes in foreign exchange rates and interest rate and currency swaps related to certain financing transactions. These instruments can potentially limit foreign exchange exposure and limit or adjust interest rate exposure by swapping borrowings denominated in one currency for borrowings denominated in another currency. At December 31, 2014, we had no foreign exchange options outstanding.

Interest Rate and Currency Swap

In connection with exercising the $100 million delayed draw under the senior secured credit facility, we entered into a series of interest rate and currency swaps. These swaps convert the U.S dollar denominated variable rate obligation under the credit facility into a fixed rate Brazilian real denominated obligation. The delayed draw and the interest rate and currency swaps are used to fund expansion and general corporate purposes of our Brazilian subsidiaries.

Outstanding Debt

Our outstanding debt is generally denominated in the functional currency of the borrower. We believe that this enables us to better match operating cash flows with debt service requirements and to better match the currency of assets and liabilities. The amount of outstanding debt denominated in a functional currency other than the U.S. dollar was $500 million at December 31, 2014 and $398 million at December 31, 2013.

Customer Credit

We are exposed to credit risk from our customers. In the normal course of business we extend credit to our customers if they satisfy pre-defined credit criteria. We maintain an allowance for doubtful accounts for estimated losses resulting from the failure of our customers to make required payments. An additional allowance may be required if the financial condition of our customers deteriorates. The allowance for doubtful accounts is maintained at a level that management assesses to be appropriate to absorb estimated losses in the accounts receivable portfolio.

Our customers may default on their obligations to us due to bankruptcy, lack of liquidity, operational failure or other reasons. Our provision for bad debt expense was $8 million in 2014, $12 million in 2013 and $14 million in 2012. The allowance for doubtful accounts was $29 million at December 31, 2014 and $31 million at December 31, 2013.

Pensions

Recent market conditions have resulted in an unusually high degree of volatility and increased risks and short-term liquidity concerns associated with some of the plan assets held by our defined benefit pension plans, which have impacted the performance of some of the plan assets. Based upon the annual valuation of our defined benefit pension plans at December 31, 2014, we expect our net periodic benefit costs to be approximately $9 million in 2015. See Note 14, “Profit Sharing, Retirement Savings Plans and Defined Benefit Pension Plans,” for further details on our defined benefit pension plans.

Commodities

We use various commodity raw materials such as plastic resins and other chemicals and energy products such as electric power and natural gas in conjunction with our manufacturing processes. Generally, we acquire these components at market prices in the region in which they will be used and do not use financial instruments to hedge commodity prices. Moreover, we seek to maintain appropriate levels of commodity raw material inventories thus minimizing the expense and risks of carrying excess inventories. We do not typically purchase substantial quantities in advance of production requirements. As a result, we are exposed to market risks related to changes in commodity prices of these components.

Item 8. ***Financial Statements and Supplementary Data***

The following consolidated financial statements and notes are filed as part of this report.

Sealed Air Corporation

	Page
Report of Independent Registered Public Accounting Firm	
Financial Statements:	
Consolidated Balance Sheets — December 31, 2014 and 2013	73
Consolidated Statements of Operations for the Three Years Ended December 31, 2014	74
Consolidated Statements of Comprehensive Income (Loss) for the Three Years Ended December 31, 2014	75
Consolidated Statements of Stockholders' Equity for the Three Years Ended December 31, 2014	76
Consolidated Statements of Cash Flows for the Three Years Ended December 31, 2014	77
Notes to Consolidated Financial Statements	79
Note 1 Organization and Nature of Operations	79
Note 2 Summary of Significant Accounting Policies and Recently Issued Accounting Standards	79
Note 3 Divestitures	87
Note 4 Segments	88
Note 5 Inventories	92
Note 6 Property and Equipment, net	93
Note 7 Goodwill and Identifiable Intangible Assets	93
Note 8 Accounts Receivable Securitization Programs	98
Note 9 Restructuring and Relocation Activities	99
Note 10 Other Liabilities	101
Note 11 Debt and Credit Facilities	102
Note 12 Derivatives and Hedging Activities	105
Note 13 Fair Value Measurements and Other Financial Instruments	107
Note 14 Profit Sharing, Retirement Savings Plans and Defined Benefit Pension Plans	109
Note 15 Other Post-Employment Benefits and Other Employee Benefit Plans	114
Note 16 Income Taxes	115
Note 17 Commitments and Contingencies	118
Note 18 Stockholders' Equity	124
Note 19 Accumulated Other Comprehensive Income (loss)	132
Note 20 Other Expense, net	133
Note 21 Net Earnings (Loss) Per Common Share	135
Note 22 Quarterly Financial Information	136
Financial Statement Schedule:	
II — Valuation and Qualifying Accounts and Reserves for the Three Years Ended December 31, 2014	146

Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders
Sealed Air Corporation:

We have audited the accompanying consolidated balance sheets of Sealed Air Corporation and subsidiaries as of December 31, 2014 and 2013, and the related consolidated statements of operations, comprehensive income (loss), stockholders' equity and cash flows, for each of the years in the three-year period ended December 31, 2014. In connection with our audits of the consolidated financial statements, we also have audited the consolidated financial statement schedule, "Schedule II — Valuation and Qualifying Accounts and Reserves." We have also audited Sealed Air Corporation's internal control over financial reporting as of December 31, 2014, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Sealed Air Corporation's management is responsible for these consolidated financial statements and the consolidated financial statement schedule, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on these consolidated financial statements and consolidated financial statement schedule, and an opinion on the Company's internal control over financial reporting based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the consolidated financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately, and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Sealed Air Corporation and subsidiaries as of December 31, 2014 and 2013, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2014, in conformity with U.S. generally accepted accounting principles. Also in our opinion, the related consolidated financial statement schedule, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly, in all material respects, the information set forth therein. Also in our opinion, Sealed Air Corporation maintained, in all material respects, effective internal control over financial reporting as of December 31, 2014, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

As discussed in Note 2 to the consolidated financial statements, Sealed Air Corporation and subsidiaries has elected to change its method of accounting for certain inventories.

/s/ KPMG LLP

Short Hills, New Jersey
February 27, 2015

SEALED AIR CORPORATION AND SUBSIDIARIES

Consolidated Balance Sheets

(In millions, except share data)	December 31, 2014	December 31, 2013(1)
ASSETS		
Current assets:		
Cash and cash equivalents	$ 322.6	$ 992.4
Trade receivables, net of allowance for doubtful accounts of $28.8 in 2014 and $31.4 in 2013	1,002.2	1,126.4
Income tax receivables	277.0	24.6
Other receivables	127.1	123.3
Inventories	707.6	730.2
Deferred taxes	105.6	377.7
Assets held for sale	27.3	—
Prepaid expenses and other current assets	122.2	84.9
Total current assets	2,691.6	3,459.5
Property and equipment, net	993.2	1,134.5
Goodwill	3,005.5	3,114.6
Intangible assets, net	872.2	1,016.9
Non-current deferred taxes	105.9	63.1
Other non-current assets	373.3	387.4
Total assets	$ 8,041.7	$ 9,176.0
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Short-term borrowings	$ 130.4	$ 81.6
Current portion of long-term debt	1.1	201.5
Accounts payable	638.7	524.5
Deferred taxes	4.8	8.1
Settlement agreement and related accrued interest	—	925.1
Accrued restructuring costs	55.8	69.6
Other current liabilities	900.1	890.4
Total current liabilities	1,730.9	2,700.8
Long-term debt, less current portion	4,282.5	4,116.4
Non-current deferred taxes	161.5	294.6
Other non-current liabilities	704.0	647.9
Total liabilities	6,878.9	7,759.7
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, $0.10 par value per share, 50,000,000 shares authorized; no shares issued in 2014 and 2013	—	—
Common stock, $0.10 par value per share, 400,000,000 shares authorized; shares issued: 224,683,653 in 2014 and 205,707,580 in 2013; shares outstanding: 210,531,894 in 2014 and 196,198,672 in 2013	22.5	20.6
Common stock reserved for issuance related to Settlement agreement, $0.10 par value per share, no shares in 2014 and 18,000,000 shares in 2013	—	1.8
Additional paid-in capital	1,787.0	1,695.3
Retained earnings	448.5	302.2
Common stock in treasury, 14,151,759 shares in 2014 and 9,508,908 shares in 2013	(481.4)	(327.6)
Accumulated other comprehensive loss, net of taxes:		
Unrecognized pension items	(236.5)	(146.2)
Cumulative translation adjustment	(382.5)	(134.4)
Unrealized gains on derivative instruments	5.2	3.2
Total accumulated other comprehensive loss, net of taxes	(613.8)	(277.4)
Total parent company stockholders' equity	1,162.8	1,414.9
Noncontrolling interests	—	1.4
Total stockholders' equity	1,162.8	1,416.3
Total liabilities and stockholders' equity	$ 8,041.7	$ 9,176.0

See accompanying notes to consolidated financial statements.

(1) Certain amounts have been revised to reflect the retrospective application of the Company's change in inventory costing method for certain U.S. inventories to the FIFO method from the LIFO method. Refer to Note 2, "Summary of Significant Accounting Policies - Inventories," of the notes to consolidated financial statements for further details surrounding this accounting policy change.

SEALED AIR CORPORATION AND SUBSIDIARIES

Consolidated Statements of Operations

(In millions, except share data)	Year Ended December 31, 2014	2013(1)	2012(1)
Net sales	$ 7,750.5	$ 7,690.8	$ 7,559.2
Cost of sales	5,062.9	5,100.9	5,038.7
Gross profit	2,687.6	2,589.9	2,520.5
Selling, general and administrative expenses	1,837.2	1,749.1	1,756.7
Amortization expense of intangible assets acquired	118.9	123.2	132.7
Impairment of goodwill and other intangible assets	—	—	1,892.3
Stock appreciation rights expense	8.1	38.1	18.4
Integration related costs	4.1	1.1	7.4
Restructuring and other charges	65.7	73.8	142.5
Operating profit (loss)	653.6	604.6	(1,429.5)
Interest expense	(287.7)	(361.0)	(384.7)
Impairment of equity method investment	(5.7)	(2.1)	(23.5)
Foreign currency exchange loss related to Venezuelan subsidiaries	(20.4)	(13.1)	(0.4)
Gain from Claims Settlement	21.1	—	—
Loss on debt redemption and refinancing activities	(102.5)	(36.3)	(36.9)
Other income (expense), net	8.8	(11.9)	(9.4)
Earnings (loss) from continuing operations before income tax provision	267.2	180.2	(1,884.4)
Income tax provision (benefit)	9.1	84.9	(265.4)
Net earnings (loss) from continuing operations	258.1	95.3	(1,619.0)
Net earnings from discontinued operations	—	7.6	28.7
Net gain on sale of discontinued operations	—	22.9	178.9
Net earnings (loss) available to common stockholders	$ 258.1	$ 125.8	$ (1,411.4)
Net earnings (loss) per common share:			
Basic:			
Continuing operations	$ 1.22	$ 0.49	$ (8.40)
Discontinued operations	—	0.16	1.08
Net earnings (loss) per common share - basic	$ 1.22	$ 0.65	$ (7.32)
Diluted:			
Continuing operations	$ 1.20	$ 0.44	$ (8.40)
Discontinued operations	—	0.14	1.08
Net earnings (loss) per common share - diluted	$ 1.20	$ 0.58	$ (7.32)
Dividends per common share	$ 0.52	$ 0.52	$ 0.52
Weighted average number of common shares outstanding:			
Basic	210.0	194.6	192.8
Diluted	213.9	214.2	192.8

See accompanying notes to consolidated financial statements.

(1) Certain amounts have been revised to reflect the retrospective application of the Company’s change in inventory costing method for certain U.S. inventories to the FIFO method from the LIFO method. Refer to Note 2, “Summary of Significant Accounting Policies - Inventories,” of the notes to consolidated financial statements for further details surrounding this accounting policy change.

SEALED AIR CORPORATION AND SUBSIDIARIES

Consolidated Statements of Comprehensive Income (Loss)

(In millions)	Year Ended December 31, 2014	2013[1]	2012[1]
Net earnings available (loss) to common stockholders	$ 258.1	$ 125.8	$ (1,411.4)
Other comprehensive income (loss), net of taxes:			
Recognition of deferred pension items, net of taxes of $30.5 for 2014, $5.1 for 2013, $23.0 for 2012	(90.3)	(3.9)	(99.1)
Unrealized gains (losses) on derivative instruments, net of taxes of $(0.7) for 2014, $0.9 for 2013, $0.7 for 2012	2.0	1.7	(0.6)
Foreign currency translation adjustments	(248.1)	(110.3)	79.9
Other comprehensive loss, net of taxes	(336.4)	(112.5)	(19.8)
Comprehensive (loss) income, net of taxes	$ (78.3)	$ 13.3	$ (1,431.2)

See accompanying notes to consolidated financial statements.

(1) Certain amounts have been revised to reflect the retrospective application of the Company's change in inventory costing method for certain U.S. inventories to the FIFO method from the LIFO method. Refer to Note 2, "Summary of Significant Accounting Policies - Inventories," of the notes to consolidated financial statements for further details surrounding this accounting policy change.

SEALED AIR CORPORATION AND SUBSIDIARIES

Consolidated Statements of Stockholders' Equity

(In millions)	Common Stock	Common Stock Reserved for Issuance Related to the Settlement Agreement	Additional Paid-in Capital	Retained Earnings	Common Stock in Treasury	Accumulated Other Comprehensive Loss, Net of Taxes	Total Parent Company Stockholders' Equity	Non-Controlling Interests	Total Stockholders' Equity
Balance at December 31, 2011(1)	$ 20.3	$ 1.8	$ 1,689.6	$ 1,791.8	$ (375.6)	$ (145.1)	$ 2,982.8	$ (5.1)	$ 2,977.7
Effect of contingent stock transactions	0.1	—	17.0	—	(10.6)	—	6.5	—	6.5
Stock issued for share-based incentive compensation	0.1	—	(13.3)	—	32.8	—	19.6	—	19.6
Recognition of deferred pension items, net of taxes	—	—	—	—	—	(99.1)	(99.1)	—	(99.1)
Foreign currency translation, net of taxes	—	—	—	—	—	79.9	79.9	—	79.9
Unrealized loss on derivative instruments, net of taxes	—	—	—	—	—	(0.6)	(0.6)	—	(0.6)
Noncontrolling interests	—	—	(8.3)	—	—	—	(8.3)	5.6	(2.7)
Net loss	—	—	—	(1,411.4)	—	—	(1,411.4)	—	(1,411.4)
Dividends on common stock	—	—	—	(101.4)	—	—	(101.4)	—	(101.4)
Balance at December 31, 2012(1)	$ 20.5	$ 1.8	$ 1,685.0	$ 279.0	$ (353.4)	$ (164.9)	$ 1,468.0	$ 0.5	$ 1,468.5
Effect of contingent stock transactions	0.1	—	22.2	—	(3.9)	—	18.4	—	18.4
Stock issued for share-based incentive compensation	—	—	(10.8)	—	29.7	—	18.9	—	18.9
Recognition of deferred pension items, net of taxes	—	—	—	—	—	(3.9)	(3.9)	—	(3.9)
Foreign currency translation, net of taxes	—	—	—	—	—	(110.3)	(110.3)	—	(110.3)
Unrealized gain on derivative instruments, net of taxes	—	—	—	—	—	1.7	1.7	—	1.7
Noncontrolling interests	—	—	(1.1)	—	—	—	(1.1)	0.9	(0.2)
Net earnings	—	—	—	125.8	—	—	125.8	—	125.8
Dividends on common stock	—	—	—	(102.6)	—	—	(102.6)	—	(102.6)
Balance at December 31, 2013(1)	$ 20.6	$ 1.8	$ 1,695.3	$ 302.2	$ (327.6)	$ (277.4)	$ 1,414.9	$ 1.4	$ 1,416.3
Effect of contingent stock transactions	0.1	—	55.8	—	(3.0)	—	52.9	—	52.9
Stock issued for share-based incentive compensation	—	—	(1.4)	—	33.2	—	31.8	—	31.8
Repurchases of common stock	—	—	—	—	(184.0)	—	(184.0)	—	(184.0)
Recognition of deferred pension items, net of taxes	—	—	—	—	—	(90.3)	(90.3)	—	(90.3)
Foreign currency translation, net of taxes	—	—	—	—	—	(248.1)	(248.1)	—	(248.1)
Unrealized gain on derivative instruments, net of taxes	—	—	—	—	—	2.0	2.0	—	2.0
Settlement share transfer and excess tax benefit	1.8	(1.8)	37.7	—	—	—	37.7	—	37.7
Noncontrolling interests	—	—	(0.4)	—	—	—	(0.4)	(1.4)	(1.8)
Net earnings	—	—	—	258.1	—	—	258.1	—	258.1
Dividends on common stock	—	—	—	(111.8)	—	—	(111.8)	—	(111.8)
Balance at December 31, 2014	$ 22.5	$ —	$ 1,787.0	$ 448.5	$ (481.4)	$ (613.8)	$ 1,162.8	$ —	$ 1,162.8

See accompanying notes to consolidated financial statements.

(1) Certain amounts have been revised to reflect the retrospective application of the Company's change in inventory costing method for certain U.S. inventories to the FIFO method from the LIFO method. Refer to Note 2, "Summary of Significant Accounting Policies - Inventories," of the notes to consolidated financial statements for further details surrounding this accounting policy change.

SEALED AIR CORPORATION AND SUBSIDIARIES

Consolidated Statements of Cash Flows

	Year Ended December 31,		
(In millions)	**2014**	**2013(1)**	**2012(1)**
Net earnings (loss) available to common stockholders from continuing operations	$ 258.1	$ 95.3	$ (1,619.0)
Adjustments to reconcile net earnings to net cash (used in) provided by operating activities from continuing operations:			
Depreciation and amortization	266.7	283.4	300.2
Share-based incentive compensation	54.1	24.1	16.9
Profit sharing expense	36.7	34.7	19.0
Impairment of goodwill and other intangible assets	—	—	1,892.3
Integration related costs	4.1	1.1	7.4
Amortization of senior debt related items and other	5.7	19.1	15.0
Loss on debt redemption and refinancing activities	102.5	36.3	36.9
Impairment of equity method investment	5.7	2.1	23.5
Asset impairment	4.0	—	—
Development grant matter	14.0	—	—
Provisions for bad debt	8.0	11.6	16.8
Provisions for inventory obsolescence	9.2	(0.3)	15.5
Gain from Claims Settlement	(21.1)	—	—
Deferred taxes, net	136.1	7.9	(319.3)
Excess tax benefit from Common Stock issued in the Settlement agreement	(37.7)	—	—
Additional tax benefit from share-based incentive compensation	—	—	(0.4)
Net loss (gain) on disposals of property and equipment and other	0.7	(1.4)	0.3
Changes in operating assets and liabilities:			
Trade receivables, net	(21.1)	35.5	(26.4)
Inventories	(48.6)	22.0	35.2
Other assets	(24.6)	(26.9)	10.2
Accounts payable	159.4	36.3	(84.3)
Income tax receivable	(214.6)	(22.1)	0.6
Settlement agreement and related accrued interest	(929.7)	48.2	45.7
Other liabilities	30.5	17.9	8.1
Net cash (used in) provided by operating activities from continuing operations	(201.9)	624.8	394.2
Cash flows from investing activities from continuing operations:			
Capital expenditures	(153.9)	(116.0)	(122.8)
Businesses acquired in purchase transactions, net of cash and cash equivalents acquired	(3.6)	—	—
Proceeds from sales of property and equipment	16.1	11.6	7.8
Other investing activities	(0.1)	(1.1)	0.1
Net cash used in investing activities from continuing operations	(141.5)	(105.5)	(114.9)
Cash flows from financing activities from continuing operations:			
Net proceeds from short-term borrowings	59.9	53.2	7.2
Payments of long-term debt	(2,290.6)	(658.3)	(1,759.1)
Proceeds from long-term debt	2,282.6	425.1	1,306.5
Excess tax benefit from Common Stock issued in the Settlement agreement	37.7	—	—
Dividends paid on common stock	(110.9)	(102.0)	(100.9)
Acquisition of common stock for tax withholding obligations under our Omnibus stock plan	(3.0)	(3.9)	(9.6)
Repurchases of common stock	(184.0)	—	—
Payments of debt issuance costs	(24.3)	(7.7)	(7.3)
Payments for debt extinguishment costs	(74.6)	(26.2)	(22.3)
Excess tax benefit from share-based incentive compensation	—	—	0.4
Proceeds of termination of interest rate swaps	3.1	—	—
Net cash provided by (used in) financing activities from continuing operations	(304.1)	(319.8)	(585.1)
Effect of foreign currency exchange rate changes on cash and cash equivalents	(22.3)	(13.7)	11.1
Net change in cash and cash equivalents from continuing operations	(669.8)	185.8	(294.7)
Net cash provided by operating activities from discontinued operations	—	6.4	2.8
Net cash provided by investing activities from discontinued operations	—	120.6	312.1
Net cash used in financing activities from discontinued operations	—	—	(44.2)
Net change in cash and cash equivalents from discontinued operations	—	127.0	270.7
Cash and cash equivalents:			
Balance, beginning of period	992.4	679.6	703.6
Net change during the period	(669.8)	312.8	(24.0)
Balance, end of period	$ 322.6	$ 992.4	$ 679.6
Supplemental Cash Flow Information:			
Interest payments, net of amounts capitalized (2)	$ 710.4	$ 289.7	$ 323.0
Income tax payments	$ 85.1	$ 114.8	$ 108.6
Stock appreciation rights payments (less amounts included in restructuring payments)	$ 21.1	$ 46.0	$ 24.0
Restructuring payments including associated costs	$ 108.1	$ 107.0	$ 103.4
Non-cash items:			
Transfers of shares of our common stock from treasury for our 2013, 2012 and 2011 profit-sharing plan contributions	$ 33.2	$ 18.7	$ 18.7
Transfer of shares of our common stock as part of the funding of the Settlement agreement	$ 1.8	$ —	$ —

See accompanying notes to consolidated financial statements.

(1) Certain amounts have been revised to reflect the retrospective application of the Company's change in inventory costing method for certain U.S. inventories to the FIFO method from the LIFO method. Refer to Note 2, "Summary of Significant Accounting Policies - Inventories," of the notes to consolidated financial statements for further details surrounding this accounting policy change.

(2) Interest payments in 2014 include $417 million related to the Settlement agreement.

Note 1 Organization and Nature of Operations

We are a global leader in food safety and security, facility hygiene and product protection. We serve an array of end markets including food and beverage processing, food service, retail, healthcare and industrial, and commercial and consumer applications. Our focus is on achieving quality sales growth through leveraging our geographic footprint, technological know-how and leading market positions to bring measurable, sustainable value to our customers, employees and investors.

We conduct substantially all of our business through three wholly-owned subsidiaries, Cryovac, Inc., Sealed Air Corporation (US) and Diversey, Inc. Throughout this report, when we refer to “Sealed Air,” the “Company,” “we,” “our,” or “us,” we are referring to Sealed Air Corporation and all of our subsidiaries, except where the context indicates otherwise.

Effective as of January 1, 2014, we changed our segment reporting structure. See Note 4, “Segments” for further information.

Note 2 Summary of Significant Accounting Policies and Recently Issued Accounting Standards

Summary of Significant Accounting Policies

Basis of Presentation

Our consolidated financial statements include all of the accounts of the Company and our subsidiaries. We have eliminated all significant intercompany transactions and balances in consolidation. All amounts are in millions, except per share amounts, and approximate due to rounding.

On December 6, 2013, we completed the sale of our rigid medical packaging business. The operating results for the rigid medical packaging business were reclassified to discontinued operations, net of tax, on the consolidated statements of operations for the years ended December 31, 2013 and 2012. On November 14, 2012, we completed the sale of Diversey G.K. (“Diversey Japan”) (an indirect subsidiary of Diversey, Inc.). The operating results for Diversey Japan were reclassified to discontinued operations, net of tax, on the consolidated statements of operations for the years ended December 31, 2012. Prior year disclosures in the Consolidated Statement of Cash Flows and the Notes to Consolidated Financial Statements have been revised accordingly. See Note 3, “Divestitures,” for further information.

Changes in Accounting /Retrospective application

During the fourth quarter of 2014, we changed the method of valuing our inventories that used the last-in, first-out (“LIFO”) method to the first-in, first-out (“FIFO”) method, so that all of our inventories are now valued at FIFO. As a result of this accounting change, inventories, retained earnings, non-current deferred tax liability, net earnings (loss) from continuing operations, net earnings (loss) available to common stockholders, basic earnings per share – continuing operations and diluted earnings per share – continuing operations, among other accounts, have been retrospectively changed. Refer to Note 2 – Inventories for further information regarding this change in accounting policy.

During the third quarter of 2014, we determined that we did not include any PSU awards in our diluted weighted average number of common shares outstanding previously reported in 2013, although the achievement levels of the respective performance conditions for the PSU awards were met as of December 31, 2013. The impact of excluding 0.7 million of contingently issuable shares under the treasury stock method did not have a material effect on the number of weighted average common shares and had no impact on the diluted net earnings per common share for the year ended December 31, 2013. Accordingly, we do not consider this correction to be material to our previously reported diluted weighted average number of common shares outstanding or to our previously reported net earnings per common share.

In addition, certain other prior period amounts have been reclassified to conform to the current year presentation. These reclassifications, individually and in the aggregate, had no impact on our consolidated financial condition, results of operations and cash flows.

Use of Estimates

The preparation of our consolidated financial statements and related disclosures in conformity with U.S. GAAP requires our management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and revenue and expenses during the period reported. These estimates include, among other items, assessing the collectability of receivables, the use and recoverability of inventory, the estimation of fair value of financial instruments, assumptions used in the calculation of income taxes, useful lives and recoverability of tangible assets and goodwill and other intangible assets, assumptions used in our defined benefit pension plans, estimates related to self-insurance such as the aggregate liability for uninsured claims using historical experience, insurance and actuarial estimates and estimated trends in claim values, costs for incentive compensation and accruals for commitments and contingencies. We review these estimates and assumptions periodically using historical experience and other factors and reflect the effects of any revisions in the consolidated financial statements in the period we determine any revisions to be necessary. Actual results could differ from these estimates.

Financial Instruments

We may use financial instruments, such as cross currency swaps, interest rate swaps, caps and collars, U.S. Treasury lock agreements and foreign currency exchange forward contracts and options relating to our borrowing and trade activities. We may use these financial instruments from time to time to manage our exposure to fluctuations in interest rates and foreign currency exchange rates. We do not purchase, hold or sell derivative financial instruments for trading purposes. We face credit risk if the counterparties to these transactions are unable to perform their obligations. Our policy is to have counterparties to these contracts that are rated at least BBB- by Standard & Poor’s and Baa3 by Moody’s.

We report derivative instruments at fair value and establish criteria for designation and effectiveness of transactions entered into for hedging purposes. Before entering into any derivative transaction, we identify our specific financial risk, the appropriate hedging instrument to use to reduce this risk, and the correlation between the financial risk and the hedging instrument. We use forecasts and historical data as the basis for determining the anticipated values of the transactions to be hedged. We do not enter into derivative transactions that do not have a high correlation with the underlying financial risk we are trying to reduce. We regularly review our hedge positions and the correlation between the transaction risks and the hedging instruments.

We account for derivative instruments as hedges of the related underlying risks if we designate these derivative instruments as hedges and the derivative instruments are effective as hedges of recognized assets or liabilities, forecasted transactions, unrecognized firm commitments or forecasted intercompany transactions.

We record gains and losses on derivatives qualifying as cash flow hedges in other comprehensive income, to the extent that hedges are effective and until the underlying transactions are recognized in the consolidated statements of operations, at which time we recognize the gains and losses in the consolidated statements of operations. We recognize gains and losses on qualifying fair value hedges and the related loss or gain on the hedged item attributable to the hedged risk in the consolidated statements of operations.

Generally, our practice is to terminate derivative transactions if the underlying asset or liability matures or is sold or terminated, or if we determine the underlying forecasted transaction is no longer probable of occurring. Any deferred gains or losses associated with derivative instruments are recognized on the consolidated statements of operations over the period in which the income or expense on the underlying hedged transaction is recognized using the effective interest rate method.

See Note 12, “Derivatives and Hedging Activities,” for further details.

Fair Value Measurements of Financial Instruments

In determining fair value of financial instruments, we utilize valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible and consider counterparty credit risk in our assessment of fair value. We determine fair value of our financial instruments based on assumptions that market participants would use in pricing an asset or liability in the principal or most advantageous market. When considering market participant assumptions in fair value measurements, the following fair value hierarchy distinguishes between observable and unobservable inputs, which are categorized in one of the following levels:

- *Level 1 Inputs:* Unadjusted quoted prices in active markets for identical assets or liabilities accessible to the reporting entity at the measurement date.
- *Level 2 Inputs:* Other than quoted prices included in Level 1 inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the asset or liability.

- *Level 3 Inputs:* Unobservable inputs for the asset or liability used to measure fair value to the extent that observable inputs are not available, thereby allowing for situations in which there is little, if any, market activity for the asset or liability at measurement date.

Our fair value measurements for our financial instruments are subjective and involve uncertainties and matters of significant judgment. Changes in assumptions could significantly affect our estimates. See Note 13, “Fair Value Measurements and Other Financial Instruments,” for further details on our fair value measurements.

Foreign Currency Translation

In non-U.S. locations that are not considered highly inflationary, we translate the balance sheets at the end of period exchange rates with translation adjustments accumulated in stockholders’ equity on our consolidated balance sheets. We translate the statements of operations at the average exchange rates during the applicable period.

We translate assets and liabilities of our operations in countries with highly inflationary economies at the end of period exchange rates, except that nonmonetary asset and liability amounts are translated at historical exchange rates. In countries with highly inflationary economies, we translate items reflected in the statements of operations at average rates of exchange prevailing during the period, except that nonmonetary amounts are translated at historical exchange rates.

Commitments and Contingencies — Litigation

On an ongoing basis, we assess the potential liabilities related to any lawsuits or claims brought against us. While it is typically very difficult to determine the timing and ultimate outcome of these actions, we use our best judgment to determine if it is probable that we will incur an expense related to the settlement or final adjudication of these matters and whether a reasonable estimation of the probable loss, if any, can be made. In assessing probable losses, we make estimates of the amount of insurance recoveries, if any. We accrue a liability when we believe a loss is probable and the amount of loss can be reasonably estimated. Due to the inherent uncertainties related to the eventual outcome of litigation and potential insurance recovery, it is possible that disputed matters may be resolved for amounts materially different from any provisions or disclosures that we have previously made. We expense legal costs, including those legal costs expected to be incurred in connection with a loss contingency, as incurred.

Revenue Recognition

Our revenue earning activities primarily involve manufacturing and selling products, and we consider revenues to be earned when we have completed the process by which we are entitled to receive consideration. The following criteria are used for revenue recognition: persuasive evidence that an arrangement exists, shipment has occurred, selling price is fixed or determinable, and collection is reasonably assured.

Sales taxes collected from customers and remitted to governmental authorities are accounted for on a net basis and therefore are excluded from net sales on the consolidated statements of operations.

Charges for rebates and other allowances are recognized as a deduction from revenue on an accrual basis in the period in which the associated revenue is recorded. When we estimate our rebate accruals, we consider customer-specific contractual commitments including stated rebate rates and history of actual rebates paid. Our rebate accruals are reviewed at each reporting period and adjusted to reflect data available at that time. We adjust the accruals to reflect any differences between estimated and actual amounts. These adjustments impact the amount of net sales recognized by us in the period of adjustment. Charges for rebates and other allowances were approximately 9% of gross sales in 2014, 2013 and 2012. We expect 2015 rebates and other allowances to be approximately the same percentage of gross sales as in 2014.

Research and Development

We expense research and development costs as incurred. Research and development costs were $135 million in 2014, $133 million in 2013 and $135 million in 2012.

Share-Based Incentive Compensation

At the 2014 Annual Meeting, the Sealed Air 2014 Omnibus Incentive Plan (the "Omnibus Plan"), was approved by our stockholders. The Omnibus Plan replaced the 2005 Contingent Stock Plan, and no new awards are allowed to be granted under that plan. Any awards outstanding under the 2005 Contingent Stock Plan on the date of stockholder approval of the Omnibus Plan will remain subject to and be paid under the 2005 Contingent Stock Plan, See Note 18, "Stockholders' Equity," for further information on this plan.

We record share-based compensation awards exchanged for employee services at fair value on the date of grant and record the expense for these awards in cost of sales and in selling, general and administrative expense, as applicable, on our consolidated statements of operations over the requisite employee service period. Share-based incentive compensation expense includes an estimate for forfeitures and anticipated achievement levels and is generally recognized over the expected term of the award on a straight-line basis.

Environmental Expenditures

We expense or capitalize environmental expenditures that relate to ongoing business activities, as appropriate. We expense costs that relate to an existing condition caused by past operations and which do not contribute to current or future net sales. We record liabilities when we determine that environmental assessments or remediation expenditures are probable and that we can reasonably estimate the associated cost or a range of costs.

Income Taxes

We file a consolidated U.S. federal income tax return. Our non-U.S. subsidiaries file income tax returns in their respective local jurisdictions. We provide for U.S. income taxes on those portions of our foreign subsidiaries' accumulated earnings that we believe are not reinvested indefinitely in our businesses.

We account for income taxes under the asset and liability method to provide for income taxes on all transactions recorded in the consolidated financial statements. We recognize deferred tax assets and liabilities for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and tax benefit carry forwards. We determine deferred tax assets and liabilities at the end of each period using enacted tax rates.

We recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such positions are measured based on the largest benefit that has a greater than fifty percent likelihood of being realized upon settlement with tax authorities. We recognize interest and penalties related to unrecognized tax benefits in income tax expense on our consolidated statements of operations.

See Note 16, "Income Taxes," for further discussion.

Cash and Cash Equivalents

We consider highly liquid investments with original maturities of three months or less at the date of purchase to be cash equivalents. Our policy is to invest cash in excess of short-term operating and debt service requirements in cash equivalents. Cash equivalents are stated at cost, which approximates fair value because of the short term maturity of the instruments. Our policy is to transact with counterparties that are rated at least A- by Standard & Poor's and A3 by Moody's. Some of our operations are located in countries that are rated below A- or A3. In this case, we try to minimize our risk by holding cash and cash equivalents at financial institutions with which we have existing global relationships whenever possible, diversifying counterparty exposures and minimizing the amount held by each counterparty and within the country in total.

Accounts Receivable Securitization Programs

We and a group of our U.S. operating subsidiaries maintain an accounts receivable securitization program under which they sell eligible U.S. accounts receivable to an indirectly wholly-owned subsidiary that was formed for the sole purpose of entering into this program. The wholly-owned subsidiary in turn may sell an undivided fractional ownership interest in these receivables with two banks and an issuer of commercial paper administered by these banks. The wholly-owned subsidiary retains the receivables it purchases from the operating subsidiaries. Any transfers of undivided fractional ownership interests of receivables under the U.S. receivables securitization program to the two banks and an issuer of commercial paper administered by these banks are considered secured borrowings with pledge of collateral and will be classified as short-term borrowings on our consolidated balance sheet. The net trade receivables that served as collateral for these borrowings are reclassified from trade receivables, net to prepaid expenses and other current assets on the consolidated balance sheet.

In February 2013, we entered into a European accounts receivable securitization and purchase program with a special purpose vehicle, or SPV, two banks and a group of our European subsidiaries. The European program is structured to be a securitization of certain trade receivables that are originated by certain of our European subsidiaries. We do not have an equity interest in the SPV. However, since we are considered the primary beneficiary of the SPV, it meets the criteria to be classified as a variable interest entity and is included in our consolidated financial statements. Any activity between the participating subsidiaries and the SPV is eliminated in consolidation. The SPV borrows funds from the banks to fund is acquisition of the receivables and provides the banks with a first priority perfected security interest in the accounts receivable. Loans from the banks to the SPV will be classified as short-term borrowings on our consolidated balance sheet. The net trade receivables that served as collateral for these borrowings are reclassified from trade receivables, net to prepaid expenses and other current assets on the consolidated balance sheet.

See Note 8, “Accounts Receivable Securitization Programs” for further details.

Trade Receivables, Net

In the normal course of business, we extend credit to customers that satisfy pre-defined credit criteria. Trade receivables, which are included on the consolidated balance sheets are net of allowances for doubtful accounts. We maintain trade receivable allowances for estimated losses resulting from the likelihood of failure of our customers to make required payments. An additional allowance may be required if the financial condition of our customers deteriorates.

Inventories

During the fourth quarter of 2014, we changed the method of valuing our inventories that used the LIFO method to the FIFO method, so that all of our inventories are now valued at FIFO. We believe that the change is preferable because it will more closely reflect the current value of our inventories in our balance sheet, and conform all of our inventories to the FIFO valuation method for better reporting consistency across our segments and regions. We applied this change in accounting principle retrospectively to all prior periods presented herein in accordance with ASC 250, Accounting Changes and Error Corrections. As a result of this accounting change, Inventories and Retained Earnings as of January 1, 2012 increased by $41 million and $25 million respectively.

As a result of the retrospective application of this change in accounting principle, the following financial statement line items within the accompanying financial statements were restated, as follows:

	December 31, 2014			December 31, 2013			December 31, 2012		
(In millions, except per share amounts)	As reported under FIFO	As computed under LIFO	Effect of change Increase (Decrease)	As reported under FIFO	As computed under LIFO	Effect of change Increase (Decrease)	As reported under FIFO	As computed under LIFO	Effect of change Increase (Decrease)
Consolidated Statements of Operations:									
Cost of sales	$ 5,062.9	$ 5,061.4	$ 1.5	$ 5,100.9	$ 5,103.3	$ (2.4)	$ 5,038.7	$ 5,036.9	$ 1.8
Gross profit	2,687.6	2,689.1	(1.5)	2,589.9	2,587.5	2.4	2,520.5	2,522.3	(1.8)
Earnings (loss) from continuing operations before income tax provision (benefit)	267.2	268.7	(1.5)	180.2	177.8	2.4	(1,884.4)	(1,882.6)	(1.8)
Income tax provision (benefit)	9.1	9.7	(0.6)	84.9	84.0	0.9	(265.4)	(264.7)	(0.7)
Net earnings (loss) from continuing operations	258.1	259.0	(0.9)	95.3	93.7	1.6	(1,619.0)	(1,617.9)	(1.1)
Net earnings (loss) available to common shareholders	$ 258.1	$ 259.0	$ (0.9)	$ 125.8	$ 124.2	$ 1.6	$ (1,411.4)	$ (1,410.3)	$ (1.1)
Net earnings (loss) per common share:									
Basic - continuing operations	$ 1.22	$ 1.22	$ —	$ 0.49	$ 0.48	$ 0.01	$ (8.40)	$ (8.39)	$ (0.01)
Diluted - continuing operations	$ 1.20	$ 1.20	$ —	$ 0.44	$ 0.44	$ —	$ (8.40)	$ (8.39)	$ (0.01)
Consolidated Statements of Comprehensive Income:									
Net earnings (loss) available to common shareholders	$ 258.1	$ 259.0	$ (0.9)	$ 125.8	$ 124.2	$ 1.6	$ (1,411.4)	$ (1,410.3)	$ (1.1)
Comprehensive income (loss), net of taxes	$ (78.3)	$ (77.4)	$ (0.9)	$ 13.3	$ 11.7	$ 1.6	$ (1,431.2)	$ (1,430.1)	$ (1.1)
Consolidated Statements of Cash Flows:									
Net cash (used in) provided by operating activities from continuing operations	$ (201.9)	$ (201.9)	$ —	$ 624.8	$ 624.8	$ —	$ 394.2	$ 394.2	$ —
Net earnings (loss) available to common stockholders from continuing operations	258.1	259.0	(0.9)	95.3	93.7	1.6	(1,619.0)	$ (1,617.9)	(1.1)
Inventories	(48.6)	(50.1)	1.5	22.0	24.5	(2.5)	35.2	33.4	1.8
Deferred taxes, net	$ 136.1	$ 136.7	$ (0.6)	$ 7.9	$ 7.0	$ 0.9	$ (319.3)	$ (318.6)	$ (0.7)
Consolidated Balance Sheets:									
Inventories	$ 707.6	$ 667.3	$ 40.3	$ 730.2	$ 688.4	$ 41.8			
Non-current deferred tax liability	161.5	146.1	15.4	294.6	278.6	16.0			
Retained earnings	$ 448.5	$ 423.6	$ 24.9	$ 302.2	$ 276.4	$ 25.8	$ 279.0	$ 254.8	$ 24.2

As a result of the accounting change, all of our inventories are now determined using the FIFO method. We state inventories at the lower of cost or market.

Property and Equipment, Net

We state property and equipment at cost, except for the fair value of acquired property and equipment and property and equipment that have been impaired, for which we reduce the carrying amount to the estimated fair value at the impairment date. We capitalize significant improvements and charge repairs and maintenance costs that do not extend the lives of the assets to expense as incurred. We remove the cost and accumulated depreciation of assets sold or otherwise disposed of from the accounts and recognize any resulting gain or loss upon the disposition of the assets.

We depreciate the cost of property and equipment over their estimated useful lives on a straight-line basis as follows: buildings — 20 to 40 years; machinery and equipment — 5 to 10 years; and other property and equipment — 2 to 10 years.

Goodwill and Identifiable Intangible Assets

Goodwill represents the excess of the aggregate of the following (1) consideration transferred, (2) the fair value of any noncontrolling interest in the acquiree and, (3) if the business combination is achieved in stages, the acquisition-date fair value of our previously held equity interest in the acquiree over the net of the acquisition-date amounts of the identifiable assets acquired and the liabilities assumed.

Identifiable intangible assets consist primarily of patents, licenses, trademarks, trade names, customer lists and relationships, non-compete agreements and technology based intangibles and other contractual agreements. We amortize finite lived identifiable intangible assets over the shorter of their stated or statutory duration or their estimated useful lives, generally ranging from 3 to 15 years, on a straight-line basis to their estimated residual values and periodically review them for impairment. Total identifiable intangible assets comprise 11% in both 2014 and 2013 of our consolidated total assets.

We use the acquisition method of accounting for all business combinations and do not amortize goodwill or intangible assets with indefinite useful lives. Goodwill and intangible assets with indefinite useful lives are tested for possible impairment annually during the fourth quarter of each fiscal year or more frequently if events or changes in circumstances indicate that the asset might be impaired.

Long-Lived Assets

Impairment and Disposal of Long-Lived Assets

For definite-lived intangible assets, such as customer relationships, contracts, intellectual property, and for other long-lived assets, such as property, plant and equipment, whenever impairment indicators are present, we perform a review for impairment. We calculate the undiscounted value of the projected cash flows associated with the asset, or asset group, and compare this estimated amount to the carrying amount. If the carrying amount is found to be greater, we record an impairment loss for the excess of book value over the fair value. In addition, in all cases of an impairment review, we re-evaluate the remaining useful lives of the assets and modify them, as appropriate.

For indefinite-lived intangible assets, such as in-process research and development and trademarks and trade names, each year and whenever impairment indicators are present, we determine the fair value of the asset and record an impairment loss for the excess of book value over the fair value, if any. In addition, in all cases of an impairment review other than for in-process research and development assets, we re-evaluate whether continuing to characterize the asset as indefinite-lived is appropriate. See Note 7, “Goodwill and Identifiable Intangible Assets” for additional details.

Self-Insurance

We retain the obligation for specified claims and losses related to property, casualty, workers’ compensation and employee benefit claims. We accrue for outstanding reported claims and claims that have been incurred but not reported based upon management’s estimates of the aggregate liability for retained losses using historical experience, insurance company estimates and the estimated trends in claim values. Our estimates include management’s and independent insurance companies’ assumptions regarding economic conditions, the frequency and severity of claims and claim development patterns and settlement practices. These estimates and assumptions are monitored and evaluated on a periodic basis by management and are adjusted when warranted by changing circumstances. Although management believes it has the ability to adequately project and record estimated claim payments, actual results could differ significantly from the recorded liabilities.

Pensions

For a number of our U.S. employees and our international employees, we maintain defined benefit pension plans. We are required to make assumptions regarding the valuation of projected benefit obligations and the performance of plan assets for our defined benefit pension plans.

We review and approve the assumptions made by our third-party actuaries regarding the valuation of benefit obligations and performance of plan assets. The principal assumptions concern the discount rate used to measure future obligations, the expected future rate of return on plan assets, the expected rate of future compensation increases and various other actuarial assumptions. The measurement date used to determine benefit obligations and plan assets is December 31 for all material plans (November 30 for non-material plans). In general, significant changes to these assumptions could have a material impact on the costs and liabilities recorded in our consolidated financial statements.

See Note 14, “Profit Sharing, Retirement Savings Plans and Defined Benefit Pension Plans,” for information about the combined Company’s benefit plans.

Net Earnings per Common Share

Basic earnings per common share is calculated by dividing net earnings available to common stockholders by the weighted average number of common shares outstanding for the period. Non-vested share-based payment awards that contain non-forfeitable rights to dividends are treated as participating securities and therefore included in computing earnings per common share using the “two-class method.” The two-class method is an earnings allocation formula that calculates basic and diluted net earnings per common share for each class of common stock separately based on dividends declared and participation rights in undistributed earnings. The non-vested restricted stock issued under our Omnibus Plan and our 2005 Contingent Stock Plan are considered participating securities since these securities have non-forfeitable rights to dividends when we declare a dividend during the contractual vesting period of the share-based payment award and therefore included in our earnings allocation formula using the two-class method.

When calculating diluted net earnings per common share, the more dilutive effect of applying either of the following is presented: (a) the two-class method (described above) assuming that the participating security is not exercised or converted, or, (b) the treasury stock method for the participating security. Our diluted net earnings per common share for all periods presented were calculated using the two-class method since such method was more dilutive.

See Note 21, “Net Earnings (Loss) Per Common Share,” for further discussion.

Recently Issued Accounting Standards

In April 2014, Financial Accounting Standards Board (“FASB”) issued Accounting Standards Updates (“ASU”) 2014-08, “Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity,” (“ASU 2014-08”). Under ASU 2014-08, only disposals representing a strategic shift in operations that have a major effect on the Company’s operations and financial results should be presented as discontinued operations. Additionally, ASU 2014-08 requires expanded disclosures about discontinued operations that will provide financial statement users with more information about the assets, liabilities, income, and expenses of discontinued operations. The amendments in ASU 2014-08 are effective for fiscal years, and interim periods within those years, beginning after December 15, 2014. However, ASU 2014-08 should not be applied to a component that is classified as held for sale before the effective date even if the component is disposed of after the effective date. Early adoption is permitted, but only for disposals (or classifications as held for sale) that have not been reported in financial statements previously issued. The effects of ASU 2014-08 will depend on any future disposals by the Company.

In May 2014, the FASB issued ASU 2014-09, “Revenue from Contracts with Customers,” (“ASU 2014-09”). Previous revenue recognition guidance in U.S. GAAP comprised broad revenue recognition concepts together with numerous revenue requirements for particular industries or transactions, which sometimes resulted in different accounting for economically similar transactions. The core principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. To achieve this core principal, five steps are required to be applied. In addition, ASU 2014-09 expands and enhances disclosure requirements which require disclosing sufficient information to enable users of financial statements to understand the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. This includes both qualitative and quantitative information. The amendments in ASU 2014-09 are effective for annual reporting periods beginning after December 15, 2016, including interim periods within that reporting period. Early application is not permitted. We are currently in the process of evaluating this new standard update.

In June 2014, the FASB issued ASU 2014-12, “Compensation-Stock Compensation (Topic 718): Accounting for Share-Based Payments When the Terms of an Award Provide That a Performance Target Could Be Achieved after the Requisite Service Period,” (“ASU 2014-12”). ASU 2014-12 requires that a performance target that affects vesting and that could be achieved after the requisite service period be treated as a performance condition. As such, the performance target should not be reflected in estimating the grant-date fair value of the award. Prior to the issuance of ASU 2014-12, U.S. GAAP did not contain explicit guidance on how to account for those share-based payments. Many reporting entities accounted for performance targets that could be achieved after the requisite service period as performance conditions that affect the vesting of the award and, therefore, did not reflect the performance target in the estimate of the grant-date fair value of the award. Other reporting entities treated those performance targets as non-vesting conditions that affected the grant-date fair value of the award. We currently treat performance targets that affect vesting as a performance condition and, as such, it is not included in the grant-date fair value. Therefore, the impact upon adoption would not be material to our consolidated financial position or results of operations. The amendments in ASU 2014-12 are effective for fiscal years and interim periods within those years, beginning after December 15, 2015. Earlier application is permitted.

In August 2014, the FASB issued ASU 2014-15, “Presentation of Financial Statements—Going Concern (Subtopic 205-40),” (“ASU 2014-15”). ASU 2014-15 requires that for each annual and interim reporting period, an entity’s management should evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity’s ability to continue as a going concern within one year after the date that the financial statements are issued (or within one year after the date that the

financial statements are available to be issued when applicable). The amendments in ASU 2014-15 are effective for the annual period ending after December 15, 2016, and for annual periods and interim periods thereafter. Early application is permitted. We currently do not expect the adoption of this standard update to have a material impact on our consolidated financial statements.

In November 2014, the FASB issued ASU 2014-17, "Business Combinations (Topic 805): Pushdown Accounting (a consensus of the FASB Emerging Issues Task Force)," ("ASU 2014-17"). ASU 2014-17 provides an acquired entity with an option to apply pushdown accounting in its separate financial statements upon occurrence of an event in which an acquirer obtains control of the acquired entity. The amendments in ASU 2014-17 are effective November 18, 2014 and an acquired entity can make an election to apply the guidance to future change-in-control events or to its most recent change-in-control event. The effects of ASU 2014-17 will depend on any future events whereby we obtain control of an entity and elect to apply pushdown accounting.

Note 3 Divestitures

Sale of Rigid Medical Packaging Business

On December 6, 2013, we completed the sale of the rigid medical packaging business to a private equity firm, Mason Wells Buyout Fund III, L.P. for gross proceeds of $125 million, including certain purchase price adjustments. Net proceeds were $122 million. We recorded a pre-tax gain on the sale of $40 million ($23 million net of tax) which is included in net earnings in the consolidated statement of operations for the year ended December 31, 2013.

The rigid medical packaging business was included in the "Other" category for segment reporting purposes and was comprised of: Nelipak Holdings, located in the Netherlands and Ireland, Alga Plastics, located in the U.S. and ATE located in Costa Rica.

The results of the rigid medical packaging business are presented as discontinued operations, net of tax, in the consolidated statements of operations for the years ended December 31, 2013 and 2012 and cash flows and related disclosures and, as such, have been excluded from both continuing operations and segment results for all years presented. The operating results of the retained portion of the previously reported Medical Applications business continue to be reported in the "Other" category for segment reporting purposes.

Following is selected financial information included in net earnings from discontinued operations:

(In millions)	Year Ended December 31 2013	2012
Net sales	$ 89.6	$ 88.9
Operating profit	$ 11.4	$ 10.6
Earnings before income tax provision	$ 11.1	$ 10.6
Income tax provision	3.5	2.8
Net earnings from discontinued operations, net of tax	$ 7.6	$ 7.8
Gain on sale of discontinued operations before income tax provision	$ 40.2	$ —
Income tax provision on sale	17.3	—
Net gain on sale of discontinued operations	$ 22.9	$ —

There is no continuing involvement in the operations of the entities that make up the discontinued operations.

Sale of Diversey Japan

On November 14, 2012, we completed the sale of Diversey G.K. ("Diversey Japan") (an indirect subsidiary of Diversey, Inc.) to an investment vehicle of The Carlyle Group ("Carlyle") for gross proceeds of $323 million, including certain purchase price adjustments. After transaction costs of $10 million, we used substantially of all the net proceeds of $313 million to prepay a portion of our term loans outstanding under our senior secured credit facilities (see Note 11, "Debt and Credit Facilities"). We recorded a pre-tax gain on the sale of $211 million ($179 million net of tax) which is included in net earnings in the consolidated statement of operations for the year ended December 31, 2012.

Diversey Japan was acquired as part of the acquisition of Diversey on October 3, 2011. The Diversey Japan business was part of the Company's Diversey Care reportable segment. The results of the Diversey Japan business are presented as discontinued operations, net of tax, in the consolidated statements of operations for the years ended December 31, 2012 and Cash Flows and related disclosures and, as such, have been excluded from both continuing operations and segment results for all years presented.

Following is selected financial information included in net earnings from discontinued operations:

(In millions)	Year Ended December 31, 2012
Net sales	$ 273.5
Operating profit	$ 34.1
Earnings before income tax provision	$ 33.0
Income tax provision	12.1
Net earnings from discontinued operations, net of tax	$ 20.9
Gain on sale of discontinued operations before income tax provision	$ 210.8
Income tax provision on sale	31.9
Net gain on sale of discontinued operations	$ 178.9

In connection with the sale, we entered into several agreements to provide certain supply and transitional services to Diversey Japan after closing of the sale. While those agreements have generated revenues and cash flows for the Company, the amounts and the Company's continuing involvement in Diversey operations in Japan are not significant to the Company as a whole.

Note 4 Segments

Effective as of January 1, 2014, we changed our segment reporting structure in order to reflect the way management now makes operating decisions and manages the growth and profitability of the business. This change corresponds with management's current approach of allocating costs and resources and assessing the performance of our segments. We report our segment information in accordance with the provisions of Financial Accounting Standards Board Accounting Standards Codification Topic 280, "Segment Reporting," ("FASB ASC Topic 280"). There has been no change in our total consolidated financial condition or results of operations previously reported as a result of the change in our segment structure. There were no changes to the reportable segment assets as a result of the change in segment reporting.

As a result, the Company's new segment reporting structure consists of three reportable segments and an "Other" category and is as follows:

- Food Care;
- Diversey Care;
- Product Care; and
- Other (includes Corporate, Medical Applications and New Ventures businesses)

The Company's Food Care, Diversey Care and Product Care segments are considered reportable segments under FASB ASC Topic 280. Our reportable segments are aligned with similar groups of products. Other includes Corporate and the Medical Applications and New Ventures businesses. The Medical Applications and New Ventures businesses were previously included in the Company's "Other Category." Other includes certain costs that are not allocated to the reportable segments, primarily consisting of unallocated corporate overhead costs, including administrative functions and cost recovery variances not allocated to the reportable segments from global functional expenses.

Other also includes all items the Company categorizes as special or unusual items that are reported on the consolidated statements of operations. These special items primarily consist of restructuring and other associated costs, expenses related to stock appreciation rights ("SARs"), which were issued in connection with the acquisition of Diversey in 2011, loss on debt redemptions and foreign currency exchange gains/losses related to Venezuelan subsidiaries and other one-time expenses and/or gains.

As of January 1, 2014, the Company also changed the segment performance measure in which management assesses segment performance and makes allocation decisions by segment from operating profit (a U.S. GAAP financial measure) to Adjusted EBITDA (a non-U.S. GAAP financial measure). Adjusted EBITDA is defined as Earnings before Interest Expense, Taxes, Depreciation and Amortization, adjusted to exclude the impact of special items. See "Use of Non-U.S. GAAP Information" below for further information of our use of non-U.S. GAAP measures.

We allocate and disclose depreciation and amortization expense to our segments, although property and equipment, net is not allocated to the segment assets, nor is depreciation and amortization included in the segment performance metric Adjusted EBITDA. We also disclose restructuring and other charges and impairment of goodwill and other intangible assets by segment, although these items are not included in the segment performance metric Adjusted EBITDA since restructuring and other charges and impairment of goodwill and other intangible assets are categorized as special items as discussed above. The accounting policies of the reportable segments and Other are the same as those applied to the consolidated financial statements.

The changes in the Company's segment structure and segment performance measure better provides management with information to assess segment performance and to make resource and allocation decisions, as the new segment structure and performance measure reflect the current management of our businesses. Accordingly, the new measure will also assist our investors by providing them with a better understanding of the segment so that the user can make a more informed decision about the Company, which is consistent with FASB ASC Topic 280.

The following tables show net sales and Adjusted EBITDA by our segment reporting structure:

(In millions)	Year Ended December 31, 2014	2013	2012
Net Sales:			
Food Care	$ 3,835.3	$ 3,814.2	$ 3,744.0
As a % of Total Company net sales	*49.5%*	*49.6%*	*49.5%*
Diversey Care	2,173.1	2,160.8	2,131.9
As a % of Total Company net sales	*28.0%*	*28.1%*	*28.2%*
Product Care	1,655.0	1,610.0	1,580.4
As a % of Total Company net sales	*21.4%*	*20.9%*	*20.9%*
Total Reportable Segments Net Sales	**7,663.4**	**7,585.0**	**7,456.3**
Other	87.1	105.8	102.9
Total Company Net Sales	**$ 7,750.5**	**$ 7,690.8**	**$ 7,559.2**

(In millions)	Year Ended December 31, 2014	2013 (1)	2012(1)
Adjusted EBITDA:			
Food Care	$ 670.2	$ 614.7	$ 576.3
Adjusted EBITDA Margin	*17.5%*	*16.1%*	*15.4%*
Diversey Care	245.0	237.3	217.9
Adjusted EBITDA Margin	*11.3%*	*11.0%*	*10.2%*
Product Care	292.7	266.3	267.0
Adjusted EBITDA Margin	*17.7%*	*16.5%*	*16.9%*
Total Reportable Segments Adjusted EBITDA	**1,207.9**	**1,118.3**	**1,061.2**
Other	(89.6)	(77.8)	(82.3)
Non-U.S. GAAP Total Company Adjusted EBITDA	**$ 1,118.3**	**$ 1,040.5**	**$ 978.9**
Adjusted EBITDA Margin	*14.4%*	*13.5%*	*12.9%*

(1) During the fourth quarter of 2014, we changed the method of valuing our inventories that used LIFO method to the FIFO method, so that all of our inventories are now valued at FIFO. We applied this change in accounting principle retrospectively. Accordingly certain previously reported financial information has been revised. See Note 2, "Summary of Significant Accounting Policies – Inventories" for additional details regarding this accounting policy change.

The following table shows a reconciliation of Non-U.S. GAAP Total Company Adjusted EBITDA to U.S. GAAP net earnings from continuing operations:

(In millions)	Year Ended December 31, 2014	2013(1)	2012(1)
Non-U.S. GAAP Total Company Adjusted EBITDA	**$ 1,118.3**	**$ 1,040.5**	**$ 978.9**
Depreciation and amortization (2)	(320.8)	(307.5)	(317.1)
Special items:			
Write down of non-strategic assets included in depreciation and amortization	2.1	5.3	0.8
Restructuring and other charges(3)	(65.7)	(73.8)	(142.5)
Other restructuring associated costs included in cost of sales and selling general and administrative expenses	(34.2)	(32.0)	(38.9)
Development grant matter included in selling, general and administrative expenses	(14.0)	—	—
Termination of licensing agreement	(5.3)	—	—
Relocation costs included in selling, general and administrative expenses	(2.4)	—	—
SARs	(8.1)	(38.1)	(18.4)
Integration related costs	(4.1)	(1.1)	(7.4)
Impairment of goodwill and other intangible assets	—	—	(1,892.3)
Impairment of equity method investment including related bad debt write-down of $2.3 million in 2012	(5.7)	(2.1)	(25.8)
Foreign currency exchange losses related to Venezuelan subsidiaries	(20.4)	(13.1)	(0.4)
Loss on debt redemption and refinancing activities	(102.5)	(36.3)	(36.9)
Gain from Claims Settlement in 2014 and related costs	20.3	(1.0)	(0.7)
Non-operating charge for contingent guarantee included in other income (expense), net	(2.5)	—	—
Other income (expense), net	(0.1)	0.4	1.0
Interest expense	(287.7)	(361.0)	(384.7)
Income tax provision (benefit)	9.1	84.9	(265.4)
U.S. GAAP net earnings (loss) from continuing operations	**$ 258.1**	**$ 95.3**	**$ (1,619.0)**

(1) During the fourth quarter of 2014, we changed the method of valuing certain of our inventories that used LIFO method to the FIFO method, so that all of our inventories are now valued at FIFO. We applied this change in accounting principle retrospectively. Accordingly all previously reported financial information has been revised. See Note 2, "Summary of Significant Accounting Policies – Inventories" for additional details regarding this accounting policy change. The table below represents the impact to Earnings from continuing operations before income tax provision had we remained on the LIFO method of valuing those inventories:

(In millions)	Year Ended December 31, 2014	2013	2012
Food Care	$ 0.7	$ (0.8)	$ 1.4
Diversey Care	—	—	—
Product Care	0.8	(1.8)	0.4
Total reportable segments	**1.5**	**(2.6)**	**1.8**
Other	—	0.2	—
Total Company LIFO Adjustments	**$ 1.5**	**$ (2.4)**	**$ 1.8**

(2) Depreciation and amortization by segment is as follows:

(In millions)	Year Ended December 31, 2014	2013	2012
Food Care	$ 121.3	$ 118.4	$ 140.0
Diversey Care	126.3	132.3	127.6
Product Care	41.4	38.2	37.9
Total reportable segments	**289.0**	**288.9**	**305.5**
Other	31.8	18.6	11.6
Total Company depreciation and amortization(1)	**$ 320.8**	**$ 307.5**	**$ 317.1**

(1) Includes share-based incentive compensation.

(3) Restructuring and other charges by segment were as follows:

(In millions)	Year Ended December 31, 2014	2013	2012
Food Care	$ 27.3	$ 25.1	$ 72.0
Diversey Care	24.3	32.2	53.1
Product Care	13.6	16.4	16.7
Total reportable segments	**65.2**	**73.7**	**141.8**
Other	0.5	0.1	0.7
Total Company restructuring and other charges	**$ 65.7**	**$ 73.8**	**$ 142.5**

The restructuring and other charges in 2014 and 2013 primarily relate to our previously announced Earnings Quality Improvement Program (EQIP). The restructuring and other charges in 2012 primarily relate to the Integration and Optimization Program (IOP). See Note 9, "Restructuring and Relocation Activities," for further discussion.

Assets by Reportable Segments

The following table shows assets allocated by our segment reporting structure. Only assets which are identifiable by segment and reviewed by our chief operating decision maker by segment are allocated to the reportable segment assets, which are trade receivables, net, and finished goods inventories, net. All other assets are included in "Assets not allocated."

(In millions)	December 31, 2014	December 31, 2013
Assets:		
Trade receivables, net, and finished goods inventories, net		
Food Care	$ 689.3	$ 767.3
Diversey Care	514.5	543.3
Product Care	279.1	301.0
Other Category	14.0	17.5
Total segments and other	1,496.9	1,629.1
Assets not allocated		
Cash and cash equivalents	322.6	992.4
Property and equipment, net	993.2	1,134.5
Goodwill	3,005.5	3,114.6
Intangible assets, net	872.2	1,016.9
Assets held for sale	27.3	—
Other	1,324.0	1,288.5
Total	$ 8,041.7	$ 9,176.0

Allocation of Goodwill and Identifiable Intangible Assets to Reportable Segments

Our management views goodwill and identifiable intangible assets as corporate assets, so we do not allocate their balances to the reportable segments. However, we are required to allocate their balances to each reporting unit to perform our annual impairment review, which we do during the fourth quarter of the year. See Note 7, "Goodwill and Identifiable Intangible Assets," for the allocation of goodwill and identifiable intangible assets and the changes in their balances in the year ended December 31, 2014 by our segment reporting structure, and the details of our impairment review.

Geographic Information

(In millions)	Year Ended December 31, 2014	2013	2012
Net sales[1]:			
North America	$ 3,075.8	$ 3,006.9	$ 2,952.4
Europe	2,454.7	2,447.8	2,416.5
Latin America	801.4	824.3	799.7
AMAT	870.3	846.8	794.4
JANZ	548.3	565.0	596.2
Total	$ 7,750.5	$ 7,690.8	$ 7,559.2
Total long-lived assets[1][2]:			
North America	$ 2,921.0	$ 3,011.0	
Europe	1,324.0	1,591.5	
Latin America	224.1	233.6	
AMAT	618.9	650.0	
JANZ	156.2	167.3	
Total	$ 5,244.2	$ 5,653.4	

(1) Net sales to external customers attributed to geographic areas represent net sales to external customers based on shipping origin. No non-U.S. country accounted for net sales in excess of 10% of consolidated net sales or long-lived assets in excess of 10% of consolidated long-lived assets at December 31, 2014 and 2013.

(2) Total long-lived assets represent total assets excluding total current assets and deferred tax assets.

Note 5 Inventories

The following table details our inventories:

(In millions)	December 31, 2014	December 31, 2013
Inventories:		
Raw materials	$ 108.9	$ 116.6
Work in process	104.0	110.9
Finished goods	494.7	502.7
Total	$ 707.6	$ 730.2

During the fourth quarter of 2014, we changed the method of valuing our inventories that used the LIFO method to the FIFO method, so that all of our inventories are now valued at FIFO. Refer to Note 2, "Summary of Significant Accounting Policies – Inventories" for a discussion of our change in accounting policy.

Note 6 Property and Equipment, net

The following table details our property and equipment.

(In millions)	December 31, 2014	December 31, 2013
Land and improvements	$ 106.6	$ 135.8
Buildings	666.7	729.6
Machinery and equipment	2,351.3	2,488.4
Other property and equipment	143.4	164.8
Construction-in-progress	116.5	107.1
Property and equipment, gross	3,384.5	3,625.7
Accumulated depreciation and amortization	(2,391.3)	(2,491.2)
Property and equipment, net	$ 993.2	$ 1,134.5

The following table details our interest cost capitalized and depreciation and amortization expense for property and equipment for the three years ended December 31, 2014.

(In millions)	Year Ended December 31, 2014	2013	2012
Interest cost capitalized	$ 6.2	$ 4.9	$ 5.5
Depreciation and amortization expense for property and equipment	$ 147.8	$ 160.2	$ 167.5

Note 7 Goodwill and Identifiable Intangible Assets

Goodwill

We review goodwill for impairment on a reporting unit basis annually during the fourth quarter of each year and whenever events or changes in circumstances indicate the carrying value of goodwill may not be recoverable. While we are permitted to conduct a qualitative assessment to determine whether it is necessary to perform a two-step quantitative goodwill impairment test, for our 2014 and 2013 annual goodwill impairment test performed in the fourth quarter of each applicable year, we performed a quantitative test for all of our reporting units.

The goodwill impairment test involves a two-step process. In step one, we compare the fair value of each of our reporting units to its carrying value, including the goodwill allocated to the reporting unit. If the fair value of the reporting unit exceeds its carrying value, there is no indication of impairment and no further testing is required. If the fair value of the reporting unit is less than the carrying value, we must perform step two of the impairment test to measure the amount of impairment loss, if any. In the step two, the reporting unit's fair value is allocated to all of the assets and liabilities of the reporting unit, including any unrecognized intangible assets, in a hypothetical analysis that calculates the implied fair value of goodwill in the same manner as if the reporting unit was being acquired in a business combination. If the implied fair value of the reporting unit's goodwill is less than the carrying value, the difference is recorded as an impairment loss.

2014 and 2013 Annual Impairment Test

During the fourth quarter of 2014 and 2013, we completed step one of our annual goodwill impairment test for our reporting units. We concluded that the fair values of these reporting units were above their carrying values and, therefore, there was no indication of impairment in either year.

We estimated the fair value of these reporting units using a weighting of fair values derived from an income and market approaches. Under the income approach, we determine the fair value of a reporting unit based on the present value of estimated future cash flows. Cash flow projections are based on management's estimates of revenue growth rates and operating margins, taking into consideration industry and market conditions. The discount rate used is based on a weighted average cost of capital adjusted for the relevant risk associated with the characteristics of the business and the projected cash flows. The market approaches estimate fair value based on market multiples of revenue and earnings derived from comparable publicly traded companies with similar operating and investment characteristics as the reporting unit.

Third Quarter 2012 Interim Impairment Test

During the third quarter of 2012, we determined that sufficient indicators of potential impairment existed to require an interim goodwill impairment analysis for certain of our legacy-Diversey reporting units (North America, Europe and Latin America) included in the legacy-Diversey segment. These indicators included the recent business performance of those reporting units, combined with the long-term market conditions and business trends within the underlying regions. We estimated the fair value of these reporting units using a weighting of fair values derived from an income and market approach. Under the income approach, we determine the fair value of a reporting unit based on the present value of estimated future cash flows. Cash flow projections are based on management's estimates of revenue growth rates and operating margins, taking into consideration industry and market conditions. The discount rate used is based on a weighted average cost of capital adjusted for the relevant risk associated with the characteristics of the business and the projected cash flows. The market approach estimates fair value based on market multiples of revenue and earnings derived from comparable publicly traded companies with similar operating and investment characteristics as the reporting unit. Based on the results of the step one impairment test, the fair value of the reporting units was substantially lower than the carrying value for those reporting units (regions mentioned above). As a result, we recorded an estimated $1.1 billion goodwill impairment charge in the three months ended September 30, 2012, which is included in impairment of goodwill and other intangible assets in the consolidated statements of operations. At the time, the charge was included in the legacy-Diversey segment.

In addition, during the third quarter of 2012 and prior to performing the step one impairment test, we considered the same indicators of potential impairment noted above as related to the indefinite lived assets of those reporting units. When indicators of impairment are present, we determine the fair value of the indefinite lived assets and compare them to their carrying values. We estimate the fair value of these assets using a relief from royalty method under an income approach. The key assumptions for this method are revenue projections, a royalty rate as determined by management in consultations with valuation experts, and a discount rate, established as discussed above. Based on our analysis, the fair values of an indefinite lived trade name was lower than its carrying value. As a result, we recorded a pre-tax impairment charge of $189 million associated with the Diversey trade name in the three months ended September 30, 2012, which is included in impairment of goodwill and other intangible assets in the consolidated statements of operations. At the time, the charge was included in the legacy-Diversey segment.

During the fourth quarter of 2012, we concluded step two of our interim impairment test for the legacy-Diversey reporting units noted above. This process resulted in the reduction of the estimated pre-tax goodwill impairment charge by $326 million. The reduction of the third quarter charge was due to the fair value of certain definite lived assets being less than their carrying value. While the discounted cash flows determined during the step one impairment review were less than the carrying value, the asset groups' undiscounted cash flows associated with those reporting units were in excess of the carrying values, as such there was no impairment of those reporting units' definite lived intangibles and long lived assets.

2012 Annual Impairment Test

During the fourth quarter of 2012, we completed step one of our annual goodwill impairment test for our legacy Sealed Air reporting units and Diversey's Asia Pacific, Africa and Turkey ("APAT") reporting unit. We concluded that the fair values of these reporting units were above their carrying values and, therefore, for these reporting units there was no indication of impairment.

New Reporting Units

In the fourth quarter of 2012, we began to operate under the new reporting structure, which resulted in a change in the composition of our reporting units. In the third quarter of 2013, we renamed our global business divisions under our segment reporting structure. There was no impact to the reportable segment results.

In connection with the new reporting structure in the fourth quarter of 2012, legacy-Diversey was divided into two reporting units, Hygiene Solutions (included in the Food & Beverage segment, renamed to Food Care segment) and Institutional & Laundry (its own segment, renamed to Diversey Care segment).

In addition, we combined (i) Sealed Air's legacy Food Packaging and Food Solutions into the Packaging Solutions reporting unit (included in the Food & Beverage segment, renamed to Food Care segment), and (ii) Sealed Air's legacy Protective Packaging, Shrink Packaging and Specialty Foam business of the former Specialty Materials reporting unit into the new Protective Packaging reporting unit (its own segment, renamed to Product Care segment).

Fourth Quarter 2012 Interim Impairment Test

At the end of the fourth quarter of 2012, based on the operating results under our new reporting structure, we determined that sufficient indicators of potential impairment existed to require an interim goodwill impairment analysis for our Diversey Care and Hygiene Solutions reporting units. These indicators included the recent business performance of those reporting units as compared to the projections developed during the third quarter 2012 interim impairment review. We performed steps one and two of the impairment test for each of these two reporting units using the same approach as noted above.

Prior to performing the step one interim impairment test, we first evaluated the indefinite lived intangible assets allocated to the Diversey Care and Hygiene Solutions reporting units. On an annual basis, or when indicators of impairment are present, we determine the fair value of the indefinite lived assets and compare them to their carrying values. We estimate the fair value of these assets using a relief from royalty method under an income approach. Based on our analysis, the fair values of certain indefinite lived trademarks were lower than their carrying values. As a result, we recorded a pre-tax impairment charge of $441 million in the fourth quarter of 2012, which is included in impairment of goodwill and other intangible assets in the consolidated statements of operations and reflected in the Food Care ($140 million) and Diversey Care ($301 million) segments.

We also evaluated the recoverability of long lived assets of these reporting units. When indicators of impairment are present, we test definite lived and long lived assets for recoverability by comparing the carrying value of an asset group to their undiscounted cash flows. We considered the lower than expected revenue and profitability levels over a sustained period of time, and downward revisions to our cash flow forecasts for a portion of these reporting units to be indicators of impairment for their long-lived assets. Based on the results of the recoverability test, we determined that the carrying value of certain asset groups of the Hygiene Solutions reporting unit were higher than their undiscounted cash flow. We then looked at specific long-lived assets in those asset groups and determined that the carrying value of the customer relationships intangible assets exceeded their fair value. We estimated the fair value of those assets, primarily using the excess earnings method under an income approach. The key assumptions for this method are a projection of future revenue and profitability as determined by management, the expected survivorship and discount rate, established as discussed above. As a result, we recorded a pre-tax impairment charge of $149 million in the fourth quarter of 2012, which is included in the impairment of goodwill and other intangible assets in the consolidated statement of operations and reflected in the Food Care segment.

We also completed steps one and two of the interim goodwill impairment test for these reporting units. As a result, in the fourth quarter of 2012, we recorded an additional goodwill impairment charge for the Hygiene Solutions reporting unit of $174 million and $97 million for the Diversey Care reporting unit, which is included in impairment of goodwill and other intangible assets in the consolidated statements of operations.

At December 31, 2012 after completing our step one and step two interim goodwill impairment testing, we determined that the fair value of the Diversey Care reporting unit remained 12% below its carrying value. We also determined, prior to performing step one of the goodwill impairment review in the fourth quarter of 2012, that the undiscounted cash flows for the asset groups within the Diversey Care reporting unit, including customer relationships exceeded their carrying values. Accordingly, no impairment charge was required in 2012.

As part of the step two interim goodwill impairment testing, the Company estimated the fair value of the customer relationships included in the Diversey Care reporting unit using an excess earnings method under an income approach. The key assumptions for this method are a projection of future revenue and profitability as determined by management, the expected survivorship and discount rate. As a result, our step two analysis with respect to the Diversey Care reporting unit yielded fair values for our customer relationship intangible assets that were less than their carrying value. We also determined that there was no material fair value to assign to unrecognized intangible assets.

As a result of completing the Diversey Care reporting unit step two goodwill impairment test in the fourth quarter of 2012, we determined that the implied fair value of the reporting unit’s goodwill was less than its carrying value. Accordingly, we recorded an additional goodwill impairment charge for the Diversey Care reporting unit of $97 million, which is included in impairment of goodwill and other intangible assets in the consolidated statements of operations. We determined that the remaining goodwill at December 31, 2012 of $1,143.1 million allocated to the Diversey Care reporting unit after the completion of step two was recoverable.

Allocation of Goodwill to Reporting Units

The following table shows our goodwill balances by our segment reporting structure:

(In millions)	Gross Carrying Value at December 31, 2013	Accumulated Impairment	Carrying Value at December 31, 2013	Impact of Foreign Currency Translation Year Ended December 31, 2014	Gross Carrying Value at December 31, 2014	Accumulated Impairment	Carrying Value at December 31, 2014
Food Care	$ 833.7	$ (208.0)	$ 625.7	$ (14.0)	$ 819.7	$ (208.0)	$ 611.7
Diversey Care	1,994.1	(883.0)	1,111.1	(93.3)	1,900.8	(883.0)	1,017.8
Product Care	1,372.8	—	1,372.8	(1.6)	1,371.2	—	1,371.2
Other	5.0	—	5.0	(0.2)	4.8	—	4.8
Total	$ 4,205.6	$ (1,091.0)	$ 3,114.6	$ (109.1)	$ 4,096.5	$ (1,091.0)	$ 3,005.5

The excess of estimated fair values over carrying value, including goodwill for each of our reporting units that had goodwill as of the 2014 annual impairment test were the following:

Reporting Unit	% by Which Estimated Fair value exceeds Carrying Value
Food Care — Packaging Solutions	243%
Food Care — Hygiene Solutions	282%
Diversey Care	44%
Product Care	92%
Medical Applications	788%

As noted above, the fair value determined under step one of the goodwill impairment test completed in the fourth quarter of 2014 exceeded the carrying value for each reporting unit. Therefore, there was no impairment of goodwill. However, if the fair value decreases in future periods, the Company may fail step one of the goodwill impairment test and be required to perform step two. In performing step two, the fair value would have to be allocated to all of the assets and liabilities of the reporting unit. Therefore, any potential goodwill impairment charge would be dependent upon the estimated fair value of the reporting unit at that time and the outcome of step two of the impairment test. The fair values of the assets and liabilities of the reporting unit, including the intangible assets could vary depending on various factors.

The future occurrence of a potential indicator of impairment, such as a decrease in expected net earnings, adverse equity market conditions, a decline in current market multiples, a decline in our common stock price, a significant adverse change in legal factors or business climates, an adverse action or assessment by a regulator, unanticipated competition, strategic decisions made in response to economic or competitive conditions, or a more-likely-than-not expectation that a reporting unit or a significant portion of a reporting unit will be sold or disposed of, could require an interim assessment for some or all of the reporting units before the next required annual assessment. In the event of significant adverse changes of the nature described above, we might have to recognize a non-cash impairment of goodwill, which could have a material adverse effect on our consolidated financial condition and results of operations.

Identifiable Intangible Assets

The following tables summarize our identifiable intangible assets with definite and indefinite useful lives:

	December 31, 2014				December 31, 2013			
(In millions)	Gross Carrying Value	Accumulated Amortization	Accumulated Impairment (1) (2)	Net	Gross Carrying Value	Accumulated Amortization	Accumulated Impairment (1) (2)	Net
Customer relationships	$ 890.8	$ (210.8)	$ (148.9)	$ 531.1	$ 961.3	$ (171.2)	$ (148.9)	$ 641.2
Trademarks and trade names	1.3	(0.2)	—	1.1	0.20	(0.10)	-	0.1
Technology	266.4	(167.0)	(22.2)	77.2	252.6	(128.0)	(22.2)	102.4
Contracts	40.6	(28.9)	—	11.7	44.0	(21.9)	—	22.1
Total intangible assets with definite lives	**$ 1,199.1**	**$ (406.9)**	**$ (171.1)**	**$ 621.1**	**$ 1,258.1**	**$ (321.2)**	**$ (171.1)**	**$ 765.8**
Trademarks and trade names with indefinite lives	881.3	—	(630.2)	251.1	881.3	—	(630.2)	251.1
Total	**$ 2,080.4**	**$ (406.9)**	**$ (801.3)**	**$ 872.2**	**$ 2,139.4**	**$ (321.2)**	**$ (801.3)**	**$ 1,016.9**

(1) During the third quarter of 2012, we determined that sufficient indicators existed to require an interim impairment review of our Diversey trade name. Based on our analysis, the fair value of this intangible was lower than the carrying value, which resulted in a pre-tax impairment charge of $189 million. In addition, during the fourth quarter of 2012, we completed our annual impairment test for indefinite lived trademarks and trade names, and we performed an interim impairment review of our customer relationships. As a result, we recorded a pre-tax impairment charge of $149 million of customer relationships, and a pre-tax impairment charge of $441 million of trademarks and trade names.

(2) During the fourth quarter of 2012, we made a decision to suspend certain development efforts and abandon future product development work on a project included in our Other Category for segment reporting. As a result, we recorded an impairment of $22 million ($14 million, net of taxes), which is included in impairment of goodwill and other intangible assets on the consolidated statements of operations in the year ended December 31, 2012.

The intangible assets include $251 million of trademarks and trade names that we have determined to have indefinite useful lives, primarily acquired in connection with the acquisition of Diversey.

The following table shows the remaining estimated future amortization expense at December 31, 2014.

Year	Amount *(in millions)*
2015	$ 86.5
2016	84.4
2017	77.6
2018	65.5
Thereafter	307.1
Total	$ 621.1

The following table shows the remaining weighted average useful life of our definite intangible assets as of December 31, 2014.

	Remaining weighted average useful lives
Customer relationships	9.8
Trademarks and trade names	4.8
Technology	4.1
Contracts	2.8
Total intangible assets with definite lives	8.9

Note 8 Accounts Receivable Securitization Programs

U.S. Accounts Receivable Securitization Program

We and a group of our U.S. operating subsidiaries maintain an accounts receivable securitization program under which they sell eligible U.S. accounts receivable to an indirectly wholly-owned subsidiary that was formed for the sole purpose of entering into this program. The wholly-owned subsidiary in turn may sell an undivided fractional ownership interest in these receivables with two banks and issuers of commercial paper administered by these banks. The wholly-owned subsidiary retains the receivables it purchases from the operating subsidiaries. Any transfers of fractional ownership interests of receivables under the U.S. receivables securitization program to the two banks and issuers of commercial paper administered by these banks are considered secured borrowings with pledge of collateral and will be classified as short-term borrowings on our consolidated balance sheet. The net trade receivables that served as collateral for these borrowings are reclassified from trade receivables, net to prepaid expenses and other current assets on the consolidated balance sheet.

As of December 31, 2014, the maximum purchase limit for receivable interests was $100 million, subject to the availability limits described below.

The amounts available from time to time under this program may be less than $100 million due to a number of factors, including but not limited to our credit ratings, trade receivable balances, the creditworthiness of our customers and our receivables collection experience. During 2014, the level of eligible assets available under the program was lower than $100 million primarily due to certain required reserves against our receivables. As a result, the amount available to us under the program was $76 million at December 31, 2014. Although we do not believe restrictions under this program presently materially restrict our operations, if an additional event occurs that triggers one of these restrictive provisions, we could experience a further decline in the amounts available to us under the program or termination of the program.

This program expires annually in September and is renewable. The program was renewed in September 2014 for an additional year and the program size was reduced from $125 million to $100 million.

European Accounts Receivables Securitization Program

We and a group of our European subsidiaries maintain an accounts receivable securitization program with a special purpose vehicle, or SPV, two banks and issuers of commercial paper administered by these banks. The European program is structured to be a securitization of certain trade receivables that are originated by certain of our European subsidiaries. We do not have an equity interest in the SPV. However, since we are considered the primary beneficiary of the SPV, it meets the criteria to be classified as a variable interest entity and is included in our consolidated financial statements. Any activity between the participating subsidiaries and the SPV is eliminated in consolidation. The SPV borrows funds from the banks to fund is acquisition of the receivables and provides the banks with a first priority perfected security interest in the accounts receivable. Loans from the banks to the SPV will be classified as short-term borrowings on our consolidated balance sheet. The net trade receivables that served as collateral for these borrowings are reclassified from trade receivables, net to prepaid expenses and other current assets on the consolidated balance sheet.

As of December 31, 2014, the maximum purchase limit for receivable interests was €95 million, ($115 million equivalent at December 31, 2014) subject to availability limits. The terms and provisions of this program are similar to our U.S.-program discussed above. As of December 31, 2014, the amount available under this program was €95 million ($115 million equivalent as of December 31, 2014).

This program expires annually in February and is renewable. The program was renewed in February 2015 and the maximum purchase limit was raised to €110 million.

Utilization of Our Accounts Receivable Securitization Programs

In connection with the funding of the payment of the Settlement agreement on February 3, 2014, we utilized both our U.S. and European programs. At December 31, 2014, the total amount of borrowings under our U.S. program was $36 million and there were no borrowings outstanding under our European program. The trade receivables that served as collateral for these borrowings were reclassified from trade receivables, net to prepaid expenses and other current assets on the consolidated balance sheet. The weighted average interest rate for these borrowings was 0.90% at December 31, 2014. We continue to service the trade receivables supporting the programs, and the banks are permitted to re-pledge this collateral. Total interest expense related to the use of these programs was approximately $2 million for the year ended December 31, 2014.

Under limited circumstances, the banks and the issuers of commercial paper can end purchases of receivables interests before the above expiration dates. A failure to comply with debt leverage or various other ratios related to our receivables collection experience could result in termination of the receivables programs. We were in compliance with these ratios at December 31, 2014.

As of December 31, 2013, we had no amounts outstanding under either the U.S. or European program, and we did not utilize these programs during 2013.

Note 9 Restructuring and Relocation Activities

The following table details our restructuring activities:

	Year Ended December 31,									
	2014				2013			2012		
(In millions)	IOP	EQIP	FUSION	Total	IOP	EQIP	Total	IOP	Other	Total
Other associated costs	$ 7.7	$ 21.6	$ 2.4	$ 31.7	$ 14.1	$ 11.4	$ 25.5	$ 22.2	$ 12.1	$ 34.3
Restructuring charges	13.2	47.0	5.5	65.7	(7.0)	80.8	73.8	144.9	(2.4)	142.5
Total	$ 20.9	$ 68.6	$ 7.9	$ 97.4	$ 7.1	$ 92.2	$ 99.3	$ 167.1	$ 9.7	$ 176.8

Fusion

On December 18, 2014, the Board of Directors of the Company approved a new restructuring plan (the “Fusion Program” or the “Plan”), which consists of a portfolio of restructuring projects across all of our divisions as part of our transformation of Sealed Air Corporation into a knowledge-based company, including reduction in headcount and consolidation and relocation of certain facilities and offices.

The Company currently estimates that it will incur aggregate costs of approximately $275 million to $285 million in connection with the implementation of this Plan. The net cash cost of the Plan is expected to be in the range of $210 million to $220 million. The costs associated with the Plan, the majority of which are expected to be incurred between 2015 and 2017, will primarily consist of (i) a reduction in headcount through reorganization and integration, including severance and termination benefits for employees, expected to be approximately $115 million to $120 million, and (ii) other costs associated with the Plan, primarily relating to the rationalization, consolidation and relocation of certain portions of our global supply chain and other facilities and offices, expected to be approximately $160 million to $165 million. Included in the total cash costs, the Company anticipates approximately $55 million to $65 million of capital expenditures related to the Plan, of which the majority is expected to be incurred between 2015 and 2016.

The other associated costs included in the table above primarily consist of consulting and other costs incurred in connection with the project relocation efforts, which were included in selling, general and administrative expenses on the consolidated statements of operations for the year ended December 31, 2014. The restructuring charges included in the table above primarily consist of termination and benefit costs.

On July 23, 2014, we announced that we will be establishing a new global headquarters in Charlotte, North Carolina. We will relocate the headquarters for our divisions, research and development facilities, and corporate offices. Within the next three years, we anticipate approximately 1,300 jobs will be relocated to Charlotte from our current corporate headquarters in Elmwood Park, New Jersey; all or part of our facilities in Saddle Brook, New Jersey; Danbury, Connecticut; Racine, Wisconsin; and, Duncan and Greenville, South Carolina. We will also relocate a small number of jobs from other locations.

On August 31, 2014, in connection with our relocation efforts, we signed an agreement for purchase and sale relating to our building located in Racine, Wisconsin. As of December 31, 2014, the building and certain related assets met the criteria of assets held for sale classification. Accordingly, we reclassified $26 million from property, plant and equipment to assets held for sale as of December 31, 2014. The sale closed in January 2015. In addition, we leased back the building until December 2015 but have the option to exit the lease earlier. The final sales price was $30 million, of which net proceeds of $24 million were received as part of the closing along with a $6 million unsecured promissory note to be paid once we exit the facility. We recorded a pre-tax gain on the sale of approximately $3 million in January 2015.

The restructuring accrual, spending and other activity for the year ended December 31, 2014 and the accrual balance remaining at December 31, 2014 related to this program were as follows (in millions):

Fusion restructuring accrual at December 31, 2013	$	—
Accrual and accrual adjustments		5.5
Cash payments during 2014		—
Effect of changes in foreign currency exchange rates		—
Fusion restructuring accrual at December 31, 2014	$	5.5

Cumulative cash payments made in connection with this program, including associated costs through December 31, 2014, were $2 million. We expect to pay $4 million of the accrual balance remaining at December 31, 2014 within the next twelve months. This amount is included in accrued restructuring costs on the consolidated balance sheet at December 31, 2014. The majority of the remaining accrual of $2 million is expected to be paid in 2016. This amount is included in other non-current liabilities on our consolidated balance sheet at December 31, 2014.

No capital expenditures for this program were incurred in the year ended December 31, 2014 or in any prior years.

Earnings Quality Improvement Program (EQIP)

In May 2013, we announced the commencement of EQIP, which is an initiative to deliver meaningful cost savings and network optimization. The costs associated with this plan consist primarily of (i) a reduction in headcount, which is expected to be approximately 750-900 employees and other costs associated with divisional realignment and connected profitability improvement programs, including severance and termination benefits for employees, expected to be approximately $105 million to $120 million, and (ii) costs and capital expenditures associated with incremental supply chain network optimization projects, including facility relocation and closures, expected to be approximately $85 million to $90 million. We currently estimate that we will incur total costs of approximately $190 million to $210 million in connection with implementation of this plan, including capital expenditures of approximately $50 million to $55 million. The plan is expected to be substantially completed by the end of 2016.

The other associated costs included in the table above primarily consist of consulting and rebranding costs incurred in connection with the rebranding of the Company and its divisions, which were included in selling, general and administrative expenses on the consolidated statements of operations for the year ended December 31, 2014. The restructuring charges included in the table above primarily consist of termination and benefit costs.

The restructuring accrual, spending and other activity for the year ended December 31, 2014 and the accrual balance remaining at December 31, 2014 related to this program were as follows (in millions):

EQIP restructuring accrual at December 31, 2013	$	55.9
Accrual and accrual adjustments		47.0
Cash payments during 2014		(58.1)
Effect of changes in foreign currency exchange rates		(2.9)
EQIP restructuring accrual at December 31, 2014	$	41.9

Cumulative cash payments made in connection with this program, including associated costs through December 31, 2014, were $113 million. We expect to pay $39 million of the accrual balance remaining at December 31, 2014 within the next twelve months. This amount is included in accrued restructuring costs on the consolidated balance sheet at December 31, 2014. The majority of the remaining accrual of $3 million is expected to be paid in 2016 with minimal amounts to be paid out in 2017. This amount is included in other non-current liabilities on our consolidated balance sheet at December 31, 2014.

Capital expenditures related to this program were $28 million in 2014, $11 million in 2013 and none in 2012. Capital expenditures primarily relate to supply chain network optimization.

Integration and Optimization Program (IOP)

In December 2011, we initiated a restructuring program associated with the integration of Diversey's business following our acquisition of Diversey on October 3, 2011. The program primarily consists of (i) reduction in headcount, (ii) consolidation of facilities, (iii) supply chain network optimization, and (iv) certain other capital expenditures. This program has been substantially completed by the end of 2014.

The other associated costs in the table above primarily consist of consulting fees included in selling, general and administrative expenses on the consolidated statement of operations.

The restructuring accrual, spending and other activity for the year ended December 31, 2014 and the accrual balance remaining at December 31, 2013 related to this program were as follows (in millions):

IOP restructuring accrual at December 31, 2013	$	24.5
Accrual and accrual adjustments		13.2
Cash payments during 2014		(22.3)
Effect of changes in foreign currency exchange rates		(2.3)
IOP restructuring accrual at December 31, 2014	$	13.1

Cumulative cash payments made in connection with this program, including associated costs through December 31, 2014, were $220 million. We expect to pay $13 million of the accrual balance remaining at December 31, 2014 within the next twelve months. This amount is included in accrued restructuring costs on the consolidated balance sheet at December 31, 2014.

Capital expenditures related to this program were less than $1 million in 2014, $14 million in 2013 and $14 million in 2012. Capital expenditures mainly relate to facilities and supply chain network optimization.

Note 10 Other Current and Non-Current Liabilities

The following tables detail our other current liabilities and other liabilities at December 31, 2014 and 2013:

(In millions)		**December 31, 2014**		**December 31, 2013**
Other current liabilities:				
Accrued salaries, wages and related costs	$	326.7	$	300.6
Accrued operating expenses		295.3		303.3
Income taxes payable		38.1		35.6
Accrued customer volume rebates		185.4		176.5
Accrued interest		46.0		67.4
Accrued employee benefit liability		8.6		7.0
Total	$	900.1	$	890.4

(In millions)		**December 31, 2014**		**December 31, 2013**
Other non-current liabilities:				
Accrued employee benefit liability	$	347.5	$	262.0
Other postretirement liability		77.4		70.1
Other various liabilities		279.1		315.8
Total	$	704.0	$	647.9

Note 11 Debt and Credit Facilities

Our total debt outstanding consisted of the amounts set forth on the following table:

(In millions)	December 31, 2014	December 31, 2013
Short-term borrowings (1)	$ 130.4	$ 81.6
Current portion of long-term debt(2)	1.1	201.5
Total current debt	131.5	283.1
Term Loan A Facility due July 2017, less unamortized lender fees of $0.3 in 2014(3)(4)	249.7	—
Term Loan A Facility due July 2019 (October 2016 prior to refinance), less unamortized lender fees of $10.6 in 2014 and $8.4 in 2013 (3)(4)	1,129.4	634.8
Term Loan B Facility due October 2018, less unamortized lender fees of $7.3 in 2013, and unamortized discount of $10.8 in 2013(3)	—	681.6
8.125% Senior Notes due September 2019(5)	—	750.0
6.50% Senior Notes due December 2020(6)	428.1	424.1
8.375% Senior Notes due September 2021	750.0	750.0
4.875% Senior Notes due December 2022(5)	425.0	—
5.25% Senior Notes due April 2023	425.0	425.0
5.125% Senior Notes due December 2024(5)	425.0	—
6.875% Senior Notes due July 2033, less unamortized discount of $1.3 in 2014 and $1.4 in 2013	448.7	448.6
Other	1.6	2.3
Total long-term debt, less current portion	4,282.5	4,116.4
Total debt(7)	$ 4,414.0	$ 4,399.5

(1) December 31, 2014 is comprised primarily of $36 million of borrowings outstanding under our U.S. accounts receivable securitization program and $23 million outstanding under our revolving credit facility, of which we have the intent and ability to repay within twelve months as of December 31, 2014, and $71 million short-term borrowings from various lines of credits. As of December 31, 2013, we had no amounts outstanding under either the U.S. or European program, and we did not utilize these programs during 2013.

(2) The Company's $150 million 12% Senior Notes due February 2014 ("12% Senior Notes") were included in current portion of long-term debt as of December 31, 2013. We repaid the 12% Senior Notes upon their maturity using cash on hand and committed liquidity.

(3) On July 25, 2014, the Company entered into a second restatement agreement for refinancing of the Term Loan A facilities, Term Loan B facilities and revolving credit facilities with new Term Loan A facilities. See below for further information.

(4) Term Loan A facilities have required prepayments which are due in 2016.

(5) In November 2014, the Company issued $425 million of 4.875% Senior Notes due December 1, 2022 and $425 million of 5.125% Senior Notes due December 1, 2024. The proceeds from this note were used to repurchase the Company's $750 million 8.125% Notes due September 15, 2019. See below for further information.

(6) On October 16, 2014, the Company terminated the $100 million of outstanding interest rate swaps on our 6.5% Senior Notes due December 1, 2020. See below for further information.

(7) The weighted average interest rate on our total outstanding debt was 5.2% as of December 31, 2014 and 6.2% as of December 31, 2013.

Senior Notes

2014 Activity

In the fourth quarter 2014, Sealed Air issued $425 million of 4.875% Senior Notes due December 1, 2022 and $425 million of 5.125% Senior Notes due December 1, 2024. The proceeds from this note were used to repurchase the company's $750 million 8.125% Notes due September 2019. The aggregate repurchase price was $837 million, which included the principal amount of $750 million, a premium of $75 million and accrued interest of $12 million. We recognized a total pre-tax loss of $84 million on the repurchase, which included the premiums mentioned above. Also included in the loss on debt redemption was $9 million of accelerated amortization of original non-lender fees related to the 8.125% Senior Notes. We also capitalized $13 million of non-lender fees incurred in connection with the 4.875% Senior Notes and 5.125% Senior Notes that are included in other assets on our consolidated balance sheet.

In the fourth quarter of 2014, we terminated the swaps that were associated with the 6.5% Senior Notes although the 6.5% Senior Notes remained outstanding. The $3 million gain on termination of swaps increased the carrying amount of our 6.5% Senior Note, which is being amortized using effective interest method over the remaining maturities of the Senior Note and included in interest expense on our consolidated statement of operations.

2013 Activity

In March 2013, we issued $425 million of 5.25% Senior Notes and used substantially all of the proceeds to retire the 7.875% Senior Notes due June 2017. We repurchased the 7.875% Senior Notes at fair value. The aggregate repurchase price was $431 million, which included the principal amount of $400 million, a 6% premium of $23 million and accrued interest of $8 million. We recognized a total net pre-tax loss of $32 million, which included the premiums mentioned above.

The 5.25% Senior Notes will mature on April 1, 2023 and interest is payable on April 1 and October 1 of each year, commencing October 1, 2013.

2012 Activity

In November 2012, we issued $425 million of 6.50% Senior Notes and used substantially all of the proceeds to retire the 5.625% Senior Notes due July 2013. We repurchased the 5.625% Senior Notes at fair value. The aggregate repurchase price was $421 million, which included the principal amount of $400 million, a 3% premium of $13 million and accrued interest of $8 million. As a result, we recognized a net pre-tax loss of $12 million, which included the premium mentioned above, less a gain of $1 million on the termination of a related interest rate swap. The loss on debt redemption is included on our consolidated statements of operations.

Credit Facility

2014 Activity

Amended and Restated Senior Secured Credit Facilities

On July 25, 2014, the Company entered into a second restatement agreement (the “Second Restatement Agreement”) whereby its senior secured credit facility was amended and restated (the “Second Amended and Restated Credit Agreement”) with Bank of America, N.A., as agent, and the other financial institutions party thereto. The changes include (i) the refinancing of the Term Loan A facilities, Term Loan B facilities and revolving credit facilities with new Term Loan A facilities (including facilities in Canadian dollars, euros, Japanese yen, pounds sterling and U.S. dollars) in an aggregate principal amount equivalent to $1,330 million and revolving credit facilities of $700 million, (ii) a new $100 million delayed draw Term Loan A facility (used for our Brazilian operations), (iii) a 0.75% reduction of the interest rate margin for the Term Loan A facilities and revolving credit facilities, (iv) extension of the final maturity of the Term Loan A facilities and revolving credit commitment to July 25, 2019, (v) adjustments to the financial maintenance covenant of Consolidated Net Debt to Consolidated EBITDA (as defined in the Second Amended and Restated Credit Agreement) and other covenants to provide additional flexibility to the Company and (vi) other amendments. Term Loan B was fully extinguished as a result of the Refinancing.

On August 29, 2014, we completed the $100 million delayed draw of the Term Loan A facility. In connection with this loan, we also entered into interest rate and currency swaps in a notional amount of $100 million, which convert our floating U.S. dollar denominated obligation under the Term Loan A into a fixed rate Brazilian real denominated obligation.

As a result of the Second Restatement Agreement, we recognized $18 million of loss on debt redemption in our consolidated statements of operations. This amount includes $13 million of accelerated amortization of original issuance discount related to the Term Loan B and lender and non-lender fees related to the entire credit facility. Also included in the loss on debt redemption was $5 million of non-lender fees incurred in connection with the Second Restatement Agreement. In addition, we incurred $2 million of lender fees that are included in the carrying amounts of the outstanding debt under the credit facility. We also capitalized $5 million of non-lender fees that are included in other assets on our consolidated balance sheet.

The amortization expense related to original issuance discount and lender and non-lender fees is calculated using the effective interest rate method over the lives of the respective debt instruments. Total amortization expense in 2014 related to the Senior Secured Credit Facilities was $10 million and is included in interest expense in our consolidated statements of operations.

2013 Activity

2013 Amended Credit Facility

In November 2013, we amended our senior secured credit facility (the "Amended Credit Facility"). The amendment refinanced the Term Loan B facilities with a $525 million Term Loan B dollar tranche and a €128 million Term Loan B euro tranche. In connection therewith, among other things, (i) the interest margin on each tranche was decreased by 0.75%, and the minimum Eurocurrency rate under the Term Loan B facilities was reduced from 1.00% to 0.75%. We prepaid $101 million and refinanced the remaining principal amount of $697 million of the euro and U.S. dollar denominated portions of the original Term Loan B at 100% of their face value. We recognized a $4 million pre-tax loss on debt redemption included in our results of operations for 2013, consisting of accelerated unamortized original issuance discount, unamortized fees, and fees associated with the transaction.

2012 Activity

2012 Amended Credit Facility

In connection with the sale of Diversey Japan (see Note 3, "Divestitures"), and the repayment of existing indebtedness of the Company and to provide for ongoing liquidity requirements, on November 14, 2012, we entered into an amended senior secured credit facility (the "2012 Amended Credit Facility"). The 2012 Amended Credit Facility consisted of: (a) a multicurrency Term Loan A facility denominated in U.S. dollars, Canadian dollars, euros and Japanese yen, ("2012 Amended Term Loan A Facility"), (b) a multicurrency Term Loan B facility denominated in U.S. dollars and euros ("2012 Amended Term Loan B Facility") and (c) a $700 million revolving credit facility available in U.S. dollars, Canadian dollars, euros, and Australian dollars ("2012 Amended Revolving Credit Facility"). Our obligations under the Amended Credit Facility were guaranteed by certain of Sealed Air's subsidiaries and secured by pledges of certain assets and the capital stock of certain subsidiaries.

The 2012 Amended Term Loan A Facility and the Amended Revolving Credit Facility each had a five-year term with final maturity in October 2016 and bore interest at either LIBOR or the base rate (or an equivalent rate in the relevant currency) plus 250 basis points (bps) per annum in the case of LIBOR loans and 150 bps per annum in the case of base rate loans. The 2012 Amended Term Loan B Facility had a seven-year term with final maturity in October 2018.

In connection with the sale of Diversey Japan, we prepaid $90 million and refinanced the remaining principal amount of $80 million of Japanese yen denominated balances owned of the original Term Loan A. As a result, we accelerated $1 million of original unamortized lender fees included as a reduction of the pre-tax gain on the sale of Diversey Japan. We prepaid $95 million of euro and U.S. dollar denominated portions of the original Term Loan A.

We prepaid $1.1 billion and refinanced the remaining principal amount of $801 million of the euro and U.S. dollar denominated portions of the original Term Loan B at 99.75% of the face value. As a result, we accelerated unamortized original issuance discounts of $9 million and unamortized lender fees of $7 million, which are included in loss on debt redemption on our consolidated statements of operations. We also recorded new original issuance discount and non-lender fees for a total of $2 million, which are included in the carrying amount of the debt instruments. In addition, we recorded $7 million of non-lender fees related to the transactions mentioned above. Those fees are included in loss on debt redemption on our consolidated statements of operations.

The amortization expense of the original issuance discount and lender and non-lender fees is calculated using the effective interest rate method over the lives of the respective debt instruments. Total amortization expense in 2012 related to the debt instruments above was $23 million and is included in interest expense on our consolidated statements of operations.

There were no amounts outstanding under the Amended Revolving Credit Facility at December 31, 2013 and 2012.

Lines of Credit

The following table summarizes our available lines of credit and committed and uncommitted lines of credit, including the Revolving Credit Facility discussed above, and the amounts available under our accounts receivable securitization programs. We are not subject to any material compensating balance requirements in connection with our lines of credit.

(In millions)	December 31, 2014	December 31, 2013
Used lines of credit (1)	$ 130.4	$ 81.6
Unused lines of credit	1,101.7	1,224.0
Total available lines of credit(2)	$ 1,232.1	$ 1,305.6

(1) Includes total borrowings under the AR securitization programs, the revolving credit facility and borrowings under lines of credit available to several foreign subsidiaries.

(2) Of the total available lines of credit, $892 million were committed as of December 31, 2014.

Covenants

Each issue of our outstanding senior notes imposes limitations on our operations and those of specified subsidiaries. The Amended Credit Facility contains customary affirmative and negative covenants for credit facilities of this type, including limitations on our indebtedness, liens, investments, restricted payments, mergers and acquisitions, dispositions of assets, transactions with affiliates, amendment of documents and sale leasebacks, and a covenant specifying a maximum permitted ratio of Consolidated Net Debt to Consolidated EBITDA (as defined in the Credit Facility). We were in compliance with the above financial covenants and limitations at December 31, 2014 and 2013.

Debt Maturities

The following table summarizes the scheduled annual maturities for the next five years and thereafter of our long-term debt, including the current portion of long-term debt. This schedule excludes debt discounts, interest rate swaps and lender fees.

Year	Amount *(in millions)*
2015	$ 1.1
2016	46.9
2017	322.9
2018	72.8
2019	950.5
Thereafter	2,901.5
Total	$ 4,295.7

Note 12 Derivatives and Hedging Activities

We report all derivative instruments on our consolidated balance sheets at fair value and establish criteria for designation and effectiveness of transactions entered into for hedging purposes.

As a large global organization, we face exposure to market risks, such as fluctuations in foreign currency exchange rates and interest rates. To manage the volatility relating to these exposures, we enter into various derivative instruments from time to time under our risk management policies. We designate derivative instruments as hedges on a transaction basis to support hedge accounting. The changes in fair value of these hedging instruments offset in part or in whole corresponding changes in the fair value or cash flows of the underlying exposures being hedged. We assess the initial and ongoing effectiveness of our hedging relationships in accordance with our policy. We do not purchase, hold or sell derivative financial instruments for trading purposes. Our practice is to terminate derivative transactions if the underlying asset or liability matures or is sold or terminated, or if we determine the underlying forecasted transaction is no longer probable of occurring.

Foreign Currency Forward Contracts Designated as Cash Flow Hedges

The primary purposes of our cash flow hedging activities are to manage the potential changes in value associated with the amounts receivable or payable on equipment and raw material purchases that are denominated in foreign currencies in order to minimize the impact of the changes in foreign currencies. We record gains and losses on foreign currency forward contracts qualifying as cash flow hedges in other comprehensive income to the extent that these hedges are effective and until we recognize the underlying transactions in net earnings, at which time we recognize these gains and losses in other expense, net, on our consolidated statements of operations.

Net unrealized after tax gains (losses) related to these contracts that were included in other comprehensive income for the years ended December 31, 2014 and 2013 were immaterial. The unrealized amounts in other comprehensive income will fluctuate based on changes in the fair value of open contracts during each reporting period.

Foreign Currency Forward Contracts Not Designated as Hedges

Our subsidiaries have foreign currency exchange exposure from buying and selling in currencies other than their functional currencies. The primary purposes of our foreign currency hedging activities are to manage the potential changes in value associated with the amounts receivable or payable on transactions denominated in foreign currencies and to minimize the impact of the changes in foreign currencies related to foreign currency denominated interest-bearing intercompany loans and receivables and payables. The changes in fair value of these derivative contracts are recognized in other expense, net, on our consolidated statements of operations and are largely offset by the remeasurement of the underlying foreign currency denominated items indicated above. These contracts generally have original maturities of less than 12 months.

Interest Rate Swaps

From time to time, we may use interest rate swaps to manage our mix of fixed and floating interest rates on our outstanding indebtedness.

In the fourth quarter of 2014, we terminated the swaps that we entered into in 2013. The swaps were associated with the 6.5% Senior Notes although the 6.5% Senior Notes remained outstanding. The termination resulted in a $3 million gain, which is being amortized over the remaining life of the 6.5% Senior Note and included in interest expense on our consolidated statement of operations.

In the third quarter of 2012, we terminated the swaps linked to the 12% Senior Notes, although the 12% Senior Notes remained outstanding. We received cash proceeds of $2 million resulting from the gain on the termination of the swaps, which was amortized over the remaining life of the 12% Senior Notes. At December 31, 2012, we had no interest rate swaps outstanding.

As a result of our interest rate swap agreements, interest expense was reduced by $2 million in 2014, less than $1 million in 2013 and $1 million in 2012.

Interest Rate and Currency Swaps

In connection with exercising the $100 million delayed draw under the senior secured credit facility, we entered into a series of interest rate and currency swaps in a notional amount of $100 million. These swaps convert the U.S. dollar denominated variable rate obligation under the credit facility into a fixed Brazilian real denominated obligation. The delayed draw and the interest rate and currency swaps are used to fund expansion and general corporate purposes of our Brazilian subsidiaries.

Other Derivative Instruments

We may use other derivative instruments from time to time, such as foreign exchange options to manage exposure to foreign exchange rates and interest rate and currency swaps related to access to international financing transactions. These instruments can potentially limit foreign exchange exposure by swapping borrowings denominated in one currency for borrowings denominated in another currency. At December 31, 2014, 2013 and 2012, we had no foreign exchange options outstanding.

See Note 13, “Fair Value Measurements and Other Financial Instruments,” for a discussion of the inputs and valuation techniques used to determine the fair value of our outstanding derivative instruments.

Fair Value of Derivative Instruments

The following table details the fair value of our derivative instruments included on our consolidated balance sheets.

	Fair Value of Asset Derivatives (1)		Fair Value of (Liability) Derivatives (1)	
(In millions)	**December 31, 2014**	**December 31, 2013**	**December 31, 2014**	**December 31, 2013**
Derivatives designated as hedging instruments:				
Foreign currency forward contracts (cash flow hedges)	$ 4.3	$ 3.4	$ (0.4)	$ (1.4)
Interest rate swaps (fair value hedges)	—	—	—	(1.0)
Interest rate and currency swaps (cash flow hedges)	17.8	—	—	—
Derivatives not designated as hedging instruments:				
Foreign currency forward contracts	41.3	7.1	(67.6)	(49.1)
Total	$ 63.4	$ 10.5	$ (68.0)	$ (51.5)

(1) Asset derivatives are included in other assets and liability derivatives are included in other liabilities.

The following table details the effect of our derivative instruments on our consolidated statements of operations.

(In millions)	Amount of Gain (Loss) Recognized in Earnings on Derivatives Year Ended December 31, 2014	2013	2012
Derivatives designated as hedging instruments:			
Foreign currency forward contracts (cash flow hedges)(1)	$ 1.9	$ 2.7	$ (0.1)
Interest rate and currency swaps (cash flow hedges)(2)	13.5	—	—
Treasury locks (cash flow hedges)(3)	0.1	0.1	1.7
Sub-total cash flow hedges	15.5	2.8	1.6
Interest rate swaps (fair value hedges)	1.8	—	1.0
Derivatives not designated as hedging instruments:			
Foreign currency forward contracts	(15.2)	(8.5)	4.6
Total	$ 2.1	$ (5.7)	$ 7.2

(1) Amounts recognized on the foreign currency forward contracts were included in other income (expense), net.

(2) Amounts recognized on the interest rate and currency swaps included a $16.5 million gain which offset a loss on the remeasurement of the hedged debt, which is included in other income (expense), net and interest expense of $3 million related to the hedge of the interest payments.

(3) Amounts recognized on the treasury locks were included in interest expense.

Note 13 Fair Value Measurements and Other Financial Instruments

Fair Value Measurements

The fair value of our financial instruments, using the fair value hierarchy under U.S. GAAP detailed in "Fair Value Measurements," of Note 2, "Summary of Significant Accounting Policies and Recently Issued Accounting Standards," are included in the table below.

(In millions)	December 31, 2014 Total Fair Value	Level 1	Level 2	Level 3
Cash equivalents	$ 64.7	$ —	$ 64.7	$ —
Derivative financial instruments net asset (liability):				
Interest rate swaps	$ —	$ —	$ —	$ —
Foreign currency forward contracts	$ (22.4)	$ —	$ (22.4)	$ —
Interest rate and currency swaps	$ 17.8	$ —	$ 17.8	$ —

(In millions)	December 31, 2013 Total Fair Value	Level 1	Level 2	Level 3
Cash equivalents	$ 491.9	$ —	$ 491.9	$ —
Derivative financial instruments net asset (liability):				
Interest rate swaps	$ (1.0)	$ —	$ (1.0)	$ —
Foreign currency forward contracts	$ (40.0)	$ —	$ (40.0)	$ —

Cash Equivalents

Our cash equivalents at December 31, 2014 and 2013 consisted of commercial paper and time deposits (fair value determined using Level 2 inputs). Since these are short-term highly liquid investments with original maturities of three months or less at the date of purchase, they present negligible risk of changes in fair value due to changes in interest rates.

Derivative Financial Instruments

Our foreign currency forward contracts are recorded at fair value on our consolidated balance sheets using an income approach valuation technique based on observable market inputs (Level 2).

Observable market inputs used in the calculation of the fair value of foreign currency forward contracts include foreign currency spot and forward rates obtained from an independent third party market data provider. In addition, other pricing data quoted by various banks and foreign currency dealers involving identical or comparable instruments are included.

Counterparties to these foreign currency forward contracts and interest rate swaps are rated at least A- by Standard & Poor’s and Baa1 by Moody’s. Credit ratings on some of our counterparties may change during the term of our financial instruments. We closely monitor our counterparties’ credit ratings and if necessary, will make any appropriate changes to our financial instruments. The fair value generally reflects the estimated amounts that we would receive or pay to terminate the contracts at the reporting date.

Other Financial Instruments

The following financial instruments are recorded at fair value or at amounts that approximate fair value: (1) trade receivables, net, (2) certain other current assets, (3) accounts payable and (4) other current liabilities. The carrying amounts reported on our consolidated balance sheets for the above financial instruments closely approximate their fair value due to the short-term nature of these assets and liabilities.

Other liabilities that are recorded at carrying value on our consolidated balance sheets include our senior notes. We utilize a market approach to calculate the fair value of our senior notes. Due to their limited investor base and the face value of some of our senior notes, they may not be actively traded on the date we calculate their fair value. Therefore, we may utilize prices and other relevant information generated by market transactions involving similar securities, reflecting U.S. Treasury yields to calculate the yield to maturity and the price on some of our senior notes. These inputs are provided by an independent third party and are considered to be Level 2 inputs.

We derive our fair value estimates of our various other debt instruments by evaluating the nature and terms of each instrument, considering prevailing economic and market conditions, and examining the cost of similar debt offered at the balance sheet date. We also incorporated our credit default swap rates and currency specific swap rates in the valuation of each debt instrument, as applicable.

These estimates are subjective and involve uncertainties and matters of significant judgment, and therefore we cannot determine them with precision. Changes in assumptions could significantly affect our estimates.

The table below shows the carrying amounts and estimated fair values of our total debt:

	December 31, 2014		December 31, 2013	
(In millions)	**Carrying Amount**	**Fair Value**	**Carrying Amount**	**Fair Value**
12% Senior Notes due February 2014	$ —	$ —	$ 150.3	$ 150.6
Term Loan A Facility due July 2017	249.7	249.7	—	—
Term Loan A Facility due July 2019 (October 2016 prior to refinance)	1,129.4	1,129.4	684.5	684.5
Term Loan B Facility	—	—	681.6	681.6
8.125% Senior Notes due September 2019	—	—	750.0	841.4
6.50% Senior Notes due December 2020	428.1	469.7	424.1	456.7
8.375% Senior Notes due September 2021	750.0	843.3	750.0	853.1
4.875% Senior Notes due December 2022	425.0	423.3	—	—
5.25% Senior Notes due April 2023	425.0	429.6	425.0	414.7
5.125% Senior Notes due December 2024	425.0	428.5	—	—
6.875% Senior Notes due July 2033	448.7	462.9	448.6	431.2
Other foreign loans	73.9	73.8	85.0	84.9
Other domestic loans(1)	59.2	59.2	0.4	0.4
Total debt	$ 4,414.0	$ 4,569.4	$ 4,399.5	$ 4,599.1

(1) Includes borrowings denominated in currencies other than U.S. dollars.

As of December 31, 2014, we did not have any non–financial assets and liabilities that were carried at fair value on a recurring basis in the consolidated financial statements or for which a fair value measurement was required. Included among our non-financial assets and liabilities that are not required to be measured at fair value on a recurring basis are inventories, net property and equipment, goodwill, intangible assets and asset retirement obligations.

Credit and Market Risk

Financial instruments, including derivatives, expose us to counterparty credit risk for nonperformance and to market risk related to changes in interest or currency exchange rates. We manage our exposure to counterparty credit risk through specific minimum credit standards, establishing credit limits, diversification of counterparties, and procedures to monitor concentrations of credit risk.

We do not expect any of our counterparties in derivative transactions to fail to perform as it is our policy to have counterparties to these contracts that are rated at least BBB- or higher by Standard & Poor's and Baa3 or higher by Moody's. Nevertheless, there is a risk that our exposure to losses arising out of derivative contracts could be material if the counterparties to these agreements fail to perform their obligations. We will replace counterparties if a credit downgrade is deemed to increase our risk to unacceptable levels.

We regularly monitor the impact of market risk on the fair value and cash flows of our derivative and other financial instruments considering reasonably possible changes in interest and currency exchange rates and restrict the use of derivative financial instruments to hedging activities. We do not use derivative financial instruments for trading or other speculative purposes and do not use leveraged derivative financial instruments.

We continually monitor the creditworthiness of our diverse base of customers to which we grant credit terms in the normal course of business and generally do not require collateral. We consider the concentrations of credit risk associated with our trade accounts receivable to be commercially reasonable and believe that such concentrations do not leave us vulnerable to significant risks of near-term severe adverse impacts. The terms and conditions of our credit sales are designed to mitigate concentrations of credit risk with any single customer. Our sales are not materially dependent on a single customer or a small group of customers.

Note 14 Profit Sharing, Retirement Savings Plans and Defined Benefit Pension Plans

Profit Sharing and Retirement Savings Plans

We have a qualified non-contributory profit sharing plan covering most of our U.S. employees. Contributions to this plan, which are made at the discretion of our Board of Directors, may be made in cash, shares of our common stock, or in a combination of cash and shares of our common stock. We also maintain qualified contributory retirement savings plans in which most of our U.S. employees are eligible to participate. The qualified contributory retirement savings plans generally provide for our contributions in cash based upon the amount contributed to the plans by the participants.

Our contributions to or provisions for the profit sharing plan and retirement savings plans are charged to operations and amounted to $50 million in 2014, $51 million in 2013, and $33 million in 2012. In 2014, 1.0 million shares were contributed as part of our contribution to the 2013 profit sharing plan; in 2013, 0.9 million shares were contributed as part of our contribution to the 2012 profit sharing plan, and in 2012, 0.9 million shares were contributed as part of our contribution to the 2011 profit sharing plan. These shares were issued out of treasury stock.

We have various international defined contribution benefit plans which cover certain employees. We have expanded use of these plans in select countries where they have been used to supplement or replace defined benefit plans.

Defined Benefit Pension Plans

We recognize the funded status of each defined pension benefit plan measured as the difference between the fair value of plan assets and the projected benefit obligations of the employee benefit plans on the consolidated balance sheet, with a corresponding adjustment to accumulated other comprehensive loss, net of taxes. Each overfunded plan is recognized as an asset and each underfunded plan is recognized as a liability on our consolidated balance sheets. Subsequent changes in the funded status are recorded in unrecognized pension items, a component of accumulated other comprehensive loss, that is included in total stockholders' equity. The amount of unamortized pension items is recorded net of tax. The measurement date used by us to determine the projected benefit obligation and plan assets is December 31 for all material plans (November 30 for non-material plans).

We have amortized actuarial gains or losses over the average future working lifetime (or remaining lifetime of inactive participants if there are no active participants). We have used the corridor method, where the corridor is the greater of ten percent of the projected benefit obligation or fair value of assets at year end. If actuarial gains or losses do not exceed the corridor, then there is no amortization of gain or loss.

The following table shows the components of our net periodic benefit cost for the three years ended December 31, for our pension plans charged to operations:

(In millions)	Year Ended December 31, 2014	2013	2012
Net periodic benefit cost:			
U.S. and non-U.S. net periodic benefit cost included in cost of sales	$ 5.6	$ 5.8	$ 6.1
U.S. and non-U.S. net periodic benefit cost included in selling, general and administrative expenses	10.6	11.2	12.1
Total benefit cost (income)	$ 16.2	$ 17.0	$ 18.2

The amount recorded in inventory as of December 31, 2014, 2013 and 2012 was not material.

A number of our U.S. employees, including some employees who are covered by collective bargaining agreements, participate in defined benefit pension plans. Some of our non-U.S. employees participate in defined benefit pension plans in their respective countries. The following table presents our funded status for 2014 and 2013 for our U.S. and non-U.S. pension plans. The measurement date used by us to determine the projected benefit obligation and plan assets is December 31 for all material plans (November 30 for non-material plans):

	December 31, 2014			December 31, 2013		
(In millions)	U.S.	International	Total	U.S.	International	Total
Change in benefit obligation:						
Projected benefit obligation at beginning of Period	$ 192.2	$ 1,070.4	$ 1,262.6	$ 210.1	$ 1,011.8	$ 1,221.9
Service cost	1.1	8.9	10.0	1.3	11.0	12.3
Interest cost	8.7	39.3	48.0	7.9	35.5	43.4
Actuarial loss (gain)	31.4	186.5	217.9	(11.3)	34.0	22.7
Settlement/curtailment	—	(9.6)	(9.6)	(7.1)	(5.6)	(12.7)
Benefits paid	(12.0)	(36.6)	(48.6)	(8.7)	(32.3)	(41.0)
Employee contributions	—	3.4	3.4	—	3.6	3.6
Other	—	0.2	0.2	—	0.4	0.4
Foreign exchange impact	—	(115.6)	(115.6)	—	12.0	12.0
Projected benefit obligation at end of period	221.4	1,146.9	1,368.3	192.2	1,070.4	1,262.6
Change in plan assets:						
Fair value of plan assets at beginning of period	177.4	845.8	1,023.2	177.6	784.0	961.6
Actual gain on plan assets	14.4	106.8	121.2	14.7	56.3	71.0
Employer contributions	2.6	33.5	36.1	0.2	34.1	34.3
Employee contributions	—	3.4	3.4	—	3.6	3.6
Benefits paid	(12.0)	(36.6)	(48.6)	(8.7)	(32.3)	(41.0)
Settlement/curtailment	—	(9.6)	(9.6)	(7.1)	(5.5)	(12.6)
Other	(0.9)	2.6	1.7	0.7	(1.1)	(0.4)
Foreign exchange impact	—	(82.4)	(82.4)	—	6.7	6.7
Fair value of plan assets at end of period	181.5	863.5	1,045.0	177.4	845.8	1,023.2
Underfunded status at end of year	$ (39.9)	$ (283.4)	$ (323.3)	$ (14.8)	$ (224.6)	$ (239.4)

Amounts included on the consolidated balance sheets consisted of:

(In millions)	December 31, 2014			December 31, 2013		
	U.S.	International	Total	U.S.	International	Total
Other assets	$ —	$ 24.8	$ 24.8	$ —	$ 21.7	$ 21.7
Other current liabilities	—	(4.1)	(4.1)	—	(4.6)	(4.6)
Other liabilities	(39.9)	(304.1)	(344.0)	(14.8)	(241.7)	(256.5)
Net amount recognized	$ (39.9)	$ (283.4)	$ (323.3)	$ (14.8)	$ (224.6)	$ (239.4)

The following table shows the components of our net periodic benefit cost (income) for the three years ended December 31, for our pension plans charged to operations:

(In millions)	December 31, 2014			December 31, 2013			December 31, 2012		
	U.S.	International	Total	U.S.	International	Total	U.S.	International	Total
Components of net periodic benefit cost or (income):									
Service cost	$ 1.1	$ 8.9	$ 10.0	$ 1.3	$ 11.0	$ 12.3	$ 1.2	$ 14.9	$ 16.1
Interest cost	8.7	39.3	48.0	7.9	35.5	43.4	9.3	37.3	46.6
Expected return on plan assets	(11.2)	(42.9)	(54.1)	(11.1)	(38.1)	(49.2)	(11.2)	(41.6)	(52.8)
Amortization of net prior service cost	—	0.1	0.1	0.2	0.2	0.4	0.2	0.1	0.3
Amortization of net actuarial loss	0.8	9.1	9.9	2.2	7.8	10.0	1.8	5.0	6.8
Net periodic benefit cost (income)	(0.6)	14.5	13.9	0.5	16.4	16.9	1.3	15.7	17.0
Cost (income) of settlement	—	2.3	2.3	(0.7)	0.8	0.1	(0.9)	2.1	1.2
Total benefit cost (income)	$ (0.6)	$ 16.8	$ 16.2	$ (0.2)	$ 17.2	$ 17.0	$ 0.4	$ 17.8	$ 18.2

The amounts in accumulated other comprehensive loss that have not yet been recognized as components of net periodic benefit cost at December 31, 2014 and 2013 are:

(In millions)	December 31, 2014			December 31, 2013		
	U.S.	International	Total	U.S.	International	Total
Unrecognized prior service costs	$ —	$ 0.5	$ 0.5	$ 0.2	$ 0.6	$ 0.8
Unrecognized net actuarial loss	29.6	278.5	308.1	2.1	195.2	197.3
Total	$ 29.6	$ 279.0	$ 308.6	$ 2.3	$ 195.8	$ 198.1

Changes in plan assets and benefit obligations recognized in other comprehensive loss (income) at December 31, 2014 and 2013 were as follows:

(In millions)	December 31, 2014			December 31, 2013		
	U.S.	International	Total	U.S.	International	Total
Current year actuarial loss (gain)	$ 28.3	$ 122.5	$ 150.8	$ (14.9)	$ 16.2	$ 1.3
Amortization of actuarial loss	(0.8)	(9.1)	(9.9)	(2.2)	(7.9)	(10.1)
Amortization of prior service cost	(0.1)	—	(0.1)	(0.2)	(0.2)	(0.4)
Settlement/curtailment loss (gain)	—	(2.1)	(2.1)	0.8	(0.8)	—
Other	—	—	—	—	—	—
Effects of changes in foreign currency exchange rates	—	(28.1)	(28.1)	—	3.9	3.9
Total recognized in other comprehensive (income) loss	$ 27.4	$ 83.2	$ 110.6	$ (16.5)	$ 11.2	$ (5.3)

The amounts in accumulated other comprehensive loss that are expected to be recognized as components of net periodic benefit cost during 2015 are as follows:

(In millions)	December 31, 2015		
	U.S.	International	Total
Unrecognized prior service costs	$ 0.1	$ -	$ 0.1
Unrecognized net actuarial loss	2.0	9.4	11.4
Total	$ 2.1	$ 9.4	$ 11.5

Information for plans with accumulated benefit obligations in excess of plan assets as of December 31, 2014 and 2013 are as follows:

(In millions)	December 31, 2014			December 31, 2013		
	U.S.	International	Total	U.S.	International	Total
Accumulated benefit obligation	$ 218.0	$ 908.3	$ 1,126.3	$ 189.2	$ 829.3	$ 1,018.5
Fair value of plan assets	181.7	643.8	825.5	177.4	617.5	794.9

Actuarial Assumptions

Weighted average assumptions used to determine benefit obligations at December 31, 2014 and 2013 were as follows:

(In millions)	December 31, 2014		December 31, 2013	
	U.S.	International	U.S.	International
Benefit obligations				
Discount rate	3.9%	2.7%	4.6%	3.8%
Rate of compensation increase	3.0%	2.7%	3.0%	2.9%

Weighted average assumptions used to determine net periodic benefit cost for the three years ended December 31, were as follows:

(In millions)	December 31, 2014		December 31, 2013		December 31, 2012	
	U.S.	International	U.S.	International	U.S.	International
Net periodic benefit cost						
Discount rate	4.6%	3.8%	3.8%	3.7%	4.6%	4.3%
Expected long-term rate of return	6.5%	5.2%	6.5%	5.0%	6.7%	5.9%
Rate of compensation increase	3.0%	2.9%	3.5%	2.8%	3.5%	2.8%

In 2014, we adopted the Society of Actuaries Retirement Plan 2014 (RP-2014) table with Mortality Projection 2014 (MP-2014) improvement scale for all of our U.S. plans.

Estimated Future Benefit Payments

We expect the following estimated future benefit payments, which reflect expected future service as appropriate, to be paid in the years indicated:

	Amount		
(In millions)	U.S.	International	Total
Year			
2015	$ 11.1	$ 34.3	$ 45.4
2016	12.7	33.2	45.9
2017	12.6	35.1	47.7
2018	12.6	36.4	49.0
2019	13.0	37.5	50.5
Thereafter	62.5	216.9	279.4
Total	$ 124.5	$ 393.4	$ 517.9

Plan Assets

We review the expected long-term rate of return on plan assets annually, taking into consideration our asset allocation, historical returns, and the current economic environment. The expected return on plan assets is calculated based on the fair value of plan assets at year end. To determine the expected return on plan assets, expected cash flows have been taken into account.

Our long-term objectives for plan investments are to ensure that (a) there is an adequate level of assets to support benefit obligations to participants over the life of the plans, (b) there is sufficient liquidity in plan assets to cover current benefit obligations, and (c) there is a high level of investment return consistent with a prudent level of investment risk. The investment strategy is focused on a long-term total return in excess of a pure fixed income strategy with short-term volatility less than that of a pure equity strategy. To accomplish this objective, we cause assets to be invested primarily in a diversified mix of equity and fixed income investments. For U.S. plans, the target asset allocation will typically be 40-50% in equity securities, with a maximum equity allocation of 70%, and 50-60% in fixed income securities, with a minimum fixed income allocation of 30% including cash.

The fair values of our U.S. and non-U.S. pension plan assets, by asset category and by the level of fair values are as follows:

	2014				2013			
(In millions)	Total Fair Value	Level 1	Level 2	Level 3	Total Fair Value	Level 1	Level 2	Level 3
Cash and cash equivalents(1)	$ 9.6	$ 4.8	$ 4.8	$ —	$ 10.8	$ 6.7	$ 4.1	$ —
Fixed income funds(2)	495.2	—	495.2	—	497.4	—	497.4	—
Equity funds(3)	392.8	—	392.8	—	418.2	—	418.2	—
Other(4)	147.4	—	24.2	123.2	96.8	—	9.3	87.5
Total	$ 1,045.0	$ 4.8	$ 917.0	$ 123.2	$ 1,023.2	$ 6.7	$ 929.0	$ 87.5

(1) Short-term investment fund that invests in a collective trust that holds short-term highly liquid investments with principal preservation and daily liquidity as its primary objectives. Investments are primarily comprised of certificates of deposit, government securities, commercial paper, and time deposits.

(2) Fixed income funds that invest in a diversified portfolio primarily consisting of publicly traded government bonds and corporate bonds. There are no restrictions on these investments, and they are valued at the net asset value of shares held at year end.

(3) Equity funds that invest in a diversified portfolio of publicly traded domestic and international common stock, with an emphasis in European equities. There are no restrictions on these investments, and they are valued at the net asset value of shares held at year end.

(4) The majority of these assets are invested in real estate funds and other alternative investments. Also includes guaranteed insurance contracts, which consists of company and employee contributions and accumulated interest income at guaranteed stated interest rates and provides for benefit payments and plan expenses.

The following table shows the activity of our U.S. and non-U.S. plan assets, which are measured at fair value using Level 3 inputs.

(In millions)	December 31, 2014	December 31, 2013
Balance at beginning of period	$ 87.5	$ 68.1
Gains on assets still held at end of year	5.3	0.1
Losses on assets sold during year	-	12.9
Transfers in and/or out of Level 3	41.8	4.0
Foreign exchange (loss) gain	(11.4)	2.4
Balance at end of period	$ 123.2	$ 87.5

Note 15 Other Post-Employment Benefits and Other Employee Benefit Plans

In addition to providing pension benefits, we provide for a portion of healthcare, dental, vision and life insurance benefits for certain retired legacy Diversey employees, primarily in North America. Covered employees retiring on or after attaining age 55 and who have rendered at least ten years of service are entitled to post-retirement healthcare, dental and life insurance benefits. These benefits are subject to deductibles, co-payment provisions and other limitations.

Contributions made by us, net of Medicare Part D subsidies received in the U.S., are reported below as benefits paid. We may change the benefits at any time. We have elected to amortize the transition obligation over a 20-year period. The status of these plans, including a reconciliation of benefit obligations, a reconciliation of plan assets and the funded status of the plans, follows:

(In millions)	Year Ended 2014	Year Ended 2013
Change in benefit obligations:		
Benefit obligation at beginning of period	$ 73.1	$ 79.9
Service cost	0.8	0.9
Interest cost	3.2	3.0
Plan participants’ contributions	—	—
Actuarial loss (gain)	7.2	(6.0)
Benefits paid	(4.2)	(5.2)
Loss due to exchange rate movements	(0.5)	(0.1)
Plan amendments	0.2	0.6
Benefit obligation at end of period	$ 79.8	$ 73.1
Change in plan assets:		
Fair value of plan assets at beginning of period	$ —	$ —
Employer contribution	4.2	5.2
Plan participants’ contribution	—	—
Benefits paid	(4.2)	(5.2)
Fair value of plan assets at end of period	$ —	$ —
Net amount recognized:		
Underfunded status	$ (79.8)	$ (73.1)
Net amount recognized in consolidated balance sheets consists of:		
Current liability	$ (5.3)	$ (5.7)
Noncurrent liability	(74.5)	(67.4)
Net amount recognized	$ (79.8)	$ (73.1)
Amounts recognized in accumulated other comprehensive income consist of:		
Net actuarial loss	$ 13.8	$ 6.9
Prior service credit	(11.2)	(12.1)
Total	$ 2.6	$ (5.2)

The accumulated post-retirement benefit obligations were determined using a weighted-average discount rate of 3.9% at December 31, 2014 and 4.5% at December 31, 2013. The components of net periodic benefit cost for the three years ended December 31 were as follows:

(In millions)	2014	2013	2012
Components of net periodic benefit cost:			
Service cost	$ 0.8	$ 0.9	$ 1.0
Interest cost	3.2	3.0	3.3
Amortization of net loss	0.1	0.4	—
Amortization of prior service credit	(0.7)	(0.7)	(0.9)
Net periodic benefit cost	$ 3.4	$ 3.6	$ 3.4

The amounts in accumulated other comprehensive loss at December 31, 2014 that are expected to be recognized as components of net periodic benefit cost during the next fiscal year are as follows (in millions):

Actuarial loss	$ 0.4
Prior service (credit)	(0.8)

Healthcare Cost Trend Rates

For the year ended December 31, 2014, healthcare cost trend rates were assumed to be 4.0% for Belgian plans, 6.8% for U.S. plans in 2014 and decreasing to 5.0% by 2022, and 6.5% for Canadian plans in 2014 decreasing to 5.0% by 2018. The assumed healthcare cost trend rate has an effect on the amounts reported for the healthcare plans. A one percentage point change on assumed healthcare cost trend rates would have the following effect for the year ended December 31, 2014 (in millions):

	1% Increase	1% Decrease
Effect on total of service and interest cost components	$ 0.1	$ (0.1)
Effect on post-retirement benefit obligation	2.2	(2.6)

The amortization of any prior service cost is determined using a straight-line amortization of the cost over the average remaining service period of employees expected to receive benefits under the plan.

Expected post-retirement benefits (net of Medicare Part D subsidies) for each of the next five years and succeeding five years are as follows (in millions):

Year	Amount
2015	$ 5.4
2016	5.3
2017	5.3
2018	5.3
2019	5.4
Thereafter	26.0
Total	$ 52.7

Note 16 Income Taxes

The components of earnings (loss) from continuing operations before income tax provision, as retrospectively changed to account for our change from LIFO to FIFO, were as follows:

	Year Ended December 31,		
(In millions)	2014	2013	2012
Domestic	$ (62.2)	$ (92.6)	$ (1,450.8)
Foreign	329.4	272.8	(433.6)
Total	$ 267.2	$ 180.2	$ (1,884.4)

The components of our income tax provision (benefit), as retrospectively changed to account for our change from LIFO to FIFO, were as follows:

(In millions)	Year Ended December 31, 2014	2013	2012
Current tax expense:			
Federal	$ (216.0)	$ (4.3)	$ (8.6)
State and local	0.2	(3.9)	(6.5)
Foreign	88.8	85.2	69.0
Total current	(127.0)	77.0	53.9
Deferred tax expense (benefit) :			
Federal	176.8	4.2	(231.8)
State and local	(27.2)	10.4	(24.9)
Foreign	(13.5)	(6.7)	(62.6)
Total deferred tax benefit	136.1	7.9	(319.3)
Total provision (benefit)	$ 9.1	$ 84.9	$ (265.4)

Deferred tax assets (liabilities) consist of the following:

(In millions)	Year Ended 2014	Year Ended 2013
Settlement agreement and related accrued interest(1)	$ —	$ 460.7
Restructuring reserves	4.7	3.1
Accruals not yet deductible for tax purposes	56.5	68.3
Net operating loss carry forwards	291.1	127.0
Foreign, federal and state credits and investment tax allowances	109.3	32.7
Employee benefit items	163.8	130.6
Other	44.1	20.2
Gross deferred tax assets	669.5	842.6
Valuation allowance	(227.8)	(240.0)
Total deferred tax assets	441.7	602.6
Depreciation and amortization	(40.0)	(51.8)
Unremitted foreign earnings	(130.0)	(135.2)
Intangibles	(214.2)	(256.0)
Other	(12.3)	(21.5)
Total deferred tax liabilities	(396.5)	(464.5)
Net deferred tax assets	$ 45.2	$ 138.1

(1) The 2013 deferred tax asset reflects the cash portion of the Settlement agreement and related accrued interest and the fair market value of 18 million shares of our common stock at a post-split price of $17.86 per share based on the price when the Settlement agreement was reached in 2002. See Note 17, “Commitments and Contingencies,” for further discussion.

In assessing the need for a valuation allowance, we estimate future taxable earnings, with consideration for the feasibility of ongoing planning strategies and the realizability of tax benefit carry forwards and past operating results, to determine which deferred tax assets are more likely than not to be realized in the future. Changes to tax laws, statutory tax rates and future taxable earnings can have an impact on valuation allowances related to deferred tax assets.

The decrease in net deferred tax assets is attributable to our funding of the Settlement agreement in 2014. $209 million previously included in this category was characterized as a tax receivable. The balance is now included as part of our net operating loss carry forwards and our foreign, federal and state credits.

We have concluded that it is more likely than not that we will realize the $442 million balance of deferred tax assets at December 31, 2014, net of the valuation allowance of $228 million. The valuation allowance primarily relates to the uncertainty of utilizing the following deferred tax assets: $768 million of U.S. federal and foreign net operating loss carry forwards, or $242 million on a tax-effected basis, $95 million of foreign and federal tax credits and investment allowances, $1.6 billion of state net operating loss carry forwards, or $81 million on a tax-effected basis, and $21 million of state tax credits, or $14 million net of federal tax benefits. For the year ended December 31, 2014, the valuation allowance decreased by $12 million, primarily as a result of funding the Settlement agreement. For the year ended December 31, 2013, the valuation allowance increased by $40 million, due to an increase in our valuation allowance with respect to the deferred tax asset for the Settlement agreement, partially offset by a reduced valuation allowance related to the use of foreign tax credits and state net operating losses.

As of December 31, 2014, we have U.S. federal and foreign net operating loss carry forwards totaling $768 million that expire during the following calendar years (in millions): 2015 — $5; 2016 — $4; 2017 — $7; 2018 — $20; 2019 — $9; 2020 and beyond — $451; and no expiration — $272. The state net operating loss carryforwards totaling $1.6 billion (a deferred tax asset of $81 million) expire in various amounts over one to 20 years.

As of December 31, 2014, we have foreign and federal foreign tax credit carry forwards and investment allowances totaling $95 million that expire during the following calendar years (in millions): 2015 — $1; 2016 — $25; 2017 — $12; 2018 — $12; 2019 — $14; 2020 and beyond — $22; and no expiration — $9. The state tax credit carry forwards, totaling $21 million, expire in various amounts over one to 20 years.

Our $130 million deferred tax liability for unremitted foreign earnings relates to approximately $1 billion of our foreign subsidiaries' accumulated earnings that we believe are not reinvested indefinitely in our business. It is not practicable to estimate the amount of tax that might be payable on the portion of those accumulated earnings that we believe are reinvested indefinitely.

Net deferred income taxes (credited) charged to stockholders' equity were $30 million in 2014, $(7) million in 2013 and $(25) million in 2012.

During the fourth quarter of 2014, we changed the method of valuing our inventories that used the LIFO method to the FIFO method, so that all of our inventories are now valued at FIFO. The $25 million adjustment to the retained earnings balance as of January 1, 2012 was net of a $16 million tax provision. Refer to Note 2, "Summary of Significant Accounting Policies – Inventories" for a discussion of this change in accounting policy.

The U.S. federal statutory corporate tax rate reconciles to our effective income tax rate, as retrospectively changed to account for our change from LIFO to FIFO, as follows:

	Year Ended December 31,		
	2014	2013	2012
Statutory U.S. federal tax rate	35%	35%	35%
State income taxes, net of federal tax benefit	(2.1)	(1.2)	0.5
Foreign earnings taxed at lower effective rates	(15.1)	(8.8)	(0.2)
U.S. tax on foreign earnings	3.9	4.7	(0.6)
Impairment	—	—	(20.0)
Reorganization tax benefit	(0.9)	(6.7)	—
Net change in valuation allowance	(5.0)	22.4	(2.2)
Net change in unrecognized tax benefits	(8.7)	2.0	1.9
Other	(3.7)	(0.3)	(0.3)
Effective income tax rate	3.4%	47.1%	14.1%

Unrecognized Tax Benefits

We are providing the following disclosures related to our unrecognized tax benefits and the effect on our effective income tax rate if recognized (in millions):

Unrecognized tax benefits at December 31, 2013	$ 221.9
Additions for tax positions of current year	5.2
Additions for tax positions of prior years	7.7
Reductions for tax positions of prior years	(45.9)
Unrecognized tax benefits at December 31, 2014	$ 188.9

In 2014, we reduced our unrecognized tax benefit by $33 million, primarily due to a release of reserves in connection with funding the Settlement agreement, an amnesty program available in a foreign jurisdiction and approximately $6 million of payments made in connection with that program.

If the unrecognized tax benefits at December 31, 2014 were recognized, our income tax provision would decrease by $156 million, resulting in a substantially lower effective tax rate. It is reasonably possible that within the next 12 months our unrecognized tax benefit position will decrease by approximately $107 million.

We recognize interest and penalties related to unrecognized tax benefits in income tax provision on the consolidated statements of operations. We had a liability of approximately $27 million (of which $12 million represents penalties) at January 1, 2014 and a liability of $29 million (of which $11 million represents penalties) at December 31, 2014 for the payment of interest and penalties (before any tax benefit). In 2014, interest and penalties of $4 million were reversed in connection with the related tax accruals for uncertainties in prior years.

Income Tax Returns

The Internal Revenue Service (the "Service") has concluded its examination of the legacy Sealed Air U.S. federal income tax returns for all years through 2008, except 2007 remains open to the extent of a capital loss carryback. Examination of legacy Diversey U.S. federal income tax returns has also been substantially completed through 2010, but the Service could challenge the Diversey U.S. income tax losses carried forward to subsequent periods. The Service is currently auditing the 2007 and 2010 consolidated U.S. federal income tax returns of legacy Sealed Air.

State income tax returns are generally subject to examination for a period of three to five years after their filing date. We have various state income tax returns in the process of examination.

Income tax returns in foreign jurisdictions have statutes of limitations generally ranging from three to five years after their filing date and except where still under examination or where we are litigating, we have generally concluded all other income tax matters globally for years through 2007. Our foreign income tax returns are under examination in various jurisdictions in which we conduct business and we are litigating certain issues in several jurisdictions.

Note 17 Commitments and Contingencies

Cryovac Transaction Commitments and Contingencies

Settlement Agreement and Related Costs

As discussed below, on February 3, 2014 (the "Effective Date"), the PI Settlement Plan (as defined below) implementing the Settlement agreement (as defined below) became effective with W. R. Grace & Co., or Grace, emerging from bankruptcy and the injunctions and releases provided by the PI Settlement Plan becoming effective. The Settlement agreement provided for resolution of current and future asbestos-related claims, fraudulent transfer claims, and successor liability claims made against the Company and our affiliates in connection with the Cryovac transaction described below, as well as indemnification claims by Fresenius Medical Care Holdings, Inc. and affiliated companies in connection with the Cryovac transaction. On the Effective Date, the Company's subsidiary, Cryovac, Inc., made the payments contemplated by the Settlement agreement, consisting of aggregate cash payments in the amount of $929.7 million to the WRG Asbestos PI Trust (the "PI Trust") and the WRG Asbestos PD Trust (the "PD Trust") and the transfer of 18 million shares of Sealed Air common stock (the "Settlement Shares") to the PI Trust, in each case reflecting adjustments made in accordance with the Settlement agreement. To fund the cash payment, we used $555 million of cash and cash equivalents and utilized borrowings of $260 million from our revolving credit facility and $115 million from our accounts receivable securitization programs. In connection with the issuance of the Settlement Shares and their transfer to the PI Trust by Cryovac, the Company entered into a Registration Rights Agreement, dated as of February 3, 2014 (the "Registration Rights Agreement"), with the PI Trust as initial holder of the Settlement Shares. In accordance with the Registration Rights Agreement, the Company filed with the SEC a shelf registration statement covering resales of the Settlement Shares on April 4, 2014, and the shelf registration statement became effective on such date. On June 13, 2014, we repurchased $130 million, or 3,932,244 shares, of common stock at a price of $33.06 per share from the PI Trust (See Note 18, 'Stockholders' Equity" for further details).

We are deducting the payment mentioned above in our 2014 consolidated U.S. income tax return. As a result, we have a net operating loss for U.S. tax purposes in 2014 and are carrying back, for 10 years, most of this loss. We have classified the resulting anticipated tax refund of approximately $247 million as a current income tax receivable, included in income tax receivables, in our consolidated balance sheet at December 31, 2014.

For a description of the Cryovac transaction, asbestos-related claims and the parties involved, see “Cryovac Transaction,” “Discussion of Cryovac Transaction Commitments and Contingencies,” “Fresenius Claims,” “Canadian Claims” and “Additional Matters Related to the Cryovac Transaction” below.

Cryovac Transaction

On June 30, 1998, we completed a multi-step transaction that brought the Cryovac packaging business and the former Sealed Air Corporation’s business under the common ownership of the Company. These businesses operated as subsidiaries of the Company, and the Company acted as a holding company. As part of that transaction, the parties separated the Cryovac packaging business, which previously had been held by various direct and indirect subsidiaries of the Company, from the remaining businesses previously held by the Company. The parties then arranged for the contribution of these remaining businesses to a company now known as W. R. Grace & Co., and the Company distributed the Grace shares to the Company’s stockholders. As a result, W. R. Grace & Co. became a separate publicly owned company. The Company recapitalized its outstanding shares of common stock into a new common stock and a new convertible preferred stock. A subsidiary of the Company then merged into the former Sealed Air Corporation, which became a subsidiary of the Company and changed its name to Sealed Air Corporation (US).

Discussion of Cryovac Transaction Commitments and Contingencies

In connection with the Cryovac transaction, Grace and its subsidiaries retained all liabilities arising out of their operations before the Cryovac transaction, whether accruing or occurring before or after the Cryovac transaction, other than liabilities arising from or relating to Cryovac’s operations. Among the liabilities retained by Grace are liabilities relating to asbestos-containing products previously manufactured or sold by Grace’s subsidiaries prior to the Cryovac transaction, including its primary U.S. operating subsidiary, W. R. Grace & Co. — Conn., which has operated for decades and has been a subsidiary of Grace since the Cryovac transaction. The Cryovac transaction agreements provided that, should any claimant seek to hold the Company or any of its subsidiaries responsible for liabilities retained by Grace or its subsidiaries, including the asbestos-related liabilities, Grace and its subsidiaries would indemnify and defend us.

Since the beginning of 2000, we have been served with a number of lawsuits alleging that, as a result of the Cryovac transaction, we were responsible for alleged asbestos liabilities of Grace and its subsidiaries, some of which were also named as co-defendants in some of these actions. Among these lawsuits were several purported class actions and a number of personal injury lawsuits. Some plaintiffs sought damages for personal injury or wrongful death, while others sought medical monitoring, environmental remediation or remedies related to an attic insulation product. Neither the former Sealed Air Corporation nor Cryovac, Inc. ever produced or sold any of the asbestos-containing materials that were the subjects of these cases. While the allegations in these actions directed to us varied, these actions all appeared to allege that the transfer of the Cryovac business as part of the Cryovac transaction was a fraudulent transfer or gave rise to successor liability. In the Joint Proxy Statement furnished to their respective stockholders in connection with the Cryovac transaction, both parties to the transaction stated their belief that none of the transfers contemplated to occur in the Cryovac transaction would be a fraudulent transfers and the parties’ belief that the Cryovac transaction complied with other relevant laws. However, if a court applying the relevant legal standards had reached conclusions adverse to us, these determinations could have had a materially adverse effect on our consolidated financial condition and results of operations, and we could have been required to return the property or its value to the transferor or to fund liabilities of Grace or its subsidiaries for the benefit of their creditors, including asbestos claimants. None of these cases reached resolution through judgment, settlement or otherwise. We signed the Settlement agreement, described below, that provided for the resolution of these claims. Moreover, as discussed below, Grace’s Chapter 11 bankruptcy proceeding stayed all of these cases and the orders confirming Grace’s plan of reorganization enjoined parties from prosecuting Grace-related asbestos claims against the Company. We signed the Settlement agreement, described below, that provided for the resolution of these claims.

On April 2, 2001, Grace and a number of its subsidiaries filed petitions for reorganization under Chapter 11 of the U.S. Bankruptcy Code in the U.S. Bankruptcy Court in the District of Delaware (the “Bankruptcy Court”). In connection with Grace’s Chapter 11 filing and at Grace’s request, the court issued an order dated May 3, 2001, which was modified on January 22, 2002, under which the court stayed all the filed or pending asbestos actions against us and, upon filing and service on us, all future asbestos actions (collectively, the “Preliminary Injunction”). Pursuant to the Preliminary Injunction, no further proceedings involving us could occur in the actions that were stayed except upon further order of the Bankruptcy Court. Committees appointed to represent asbestos claimants in Grace’s bankruptcy case received the court’s permission to pursue fraudulent transfer and other claims against the Company and its subsidiary Cryovac, Inc., and against Fresenius. This proceeding was brought in the U.S. District Court for the District of Delaware (the “District Court”) (Adv. No. 02-02210). The claims against Fresenius were based upon a 1996 transaction between Fresenius and W. R. Grace & Co. — Conn. Fresenius is not affiliated with us. In June 2002, the court permitted the U.S. government to intervene as a plaintiff in the fraudulent transfer proceeding, so that the U.S. government could pursue allegations that environmental remediation expenses were underestimated or omitted in the solvency analyses of Grace conducted at the time of the Cryovac transaction.

On November 27, 2002, we reached an agreement in principle with the Committees prosecuting the claims against the Company and Cryovac, Inc., to resolve all current and future asbestos-related claims arising from the Cryovac transaction (as memorialized by the parties and approved by the Bankruptcy Court, the "Settlement agreement"). The parties subsequently signed the definitive Settlement agreement as of November 10, 2003 consistent with the terms of the agreement in principle, and the Settlement agreement was approved by order of the Bankruptcy Court dated June 27, 2005. The Settlement agreement called for payment of nine million shares of our common stock and $513 million in cash, plus interest on the cash payment at a 5.5% annual rate starting on December 21, 2002 and ending on the effective date of an appropriate plan of reorganization in the Grace bankruptcy, when we would be required to make the payment. These shares were subject to customary anti-dilution provisions that adjust for the effects of stock splits, stock dividends and other events affecting our common stock, and as a result, the number of shares of our common stock issued under the Settlement agreement increased to eighteen million shares upon the two-for-one stock split in March 2007. The Settlement agreement provided that, upon the effective date of the final plan of reorganization and payment of the shares and cash, all present and future asbestos-related claims against us that arise from alleged asbestos liabilities of Grace and its affiliates (including former affiliates that became our affiliates through the Cryovac transaction) would be channeled to and become the responsibility of one or more trusts established under Section 524(g) of the Bankruptcy Code. The Settlement agreement also provided for resolution of all fraudulent transfer claims against us arising from the Cryovac transaction as well as the Fresenius claims described below. The Settlement agreement provided for releases of all those claims upon payment. Under the Settlement agreement, we cannot seek indemnity from Grace for our payments required by the Settlement agreement. The order approving the Settlement agreement also provided that the Preliminary Injunction stay of proceedings involving us described above continued through the effective date of the final plan of reorganization, after which, upon implementation of the Settlement agreement, we have been released from the Grace asbestos liabilities asserted in those proceedings and their continued prosecution against us are enjoined. As more fully discussed below, the Settlement agreement became effective upon Grace's emergence from bankruptcy pursuant to the PI Settlement Plan. Following the Effective Date, the Bankruptcy Court issued an order dismissing the proceedings pursuant to which the Preliminary Injunction was issued.

On September 19, 2008, Grace, the Official Committee of Asbestos Personal Injury Claimants, the Asbestos PI Future Claimants' Representative, and the Official Committee of Equity Security Holders filed, as co-proponents, a plan of reorganization that incorporated a settlement of all present and future asbestos-related personal injury claims against Grace (as filed and amended from time to time, the "PI Settlement Plan"). Amended versions of the PI Settlement Plan and related exhibits and documents were filed with the Bankruptcy Court from time to time. The PI Settlement Plan provides for the establishment of two asbestos trusts under Section 524(g) of the United States Bankruptcy Code to which present and future asbestos-related personal injury and property damage claims are channeled. The PI Settlement Plan also incorporates the Settlement agreement, including our payment of the amounts contemplated by the Settlement agreement. The Bankruptcy Court entered a memorandum opinion overruling certain objections to the PI Settlement Plan on January 31, 2011, and entered orders on January 31, 2011 and February 15, 2011 (collectively with the opinion, the "Bankruptcy Court Confirmation Orders") confirming the PI Settlement Plan and requesting that the District Court issue and affirm the Bankruptcy Court Confirmation Order, including the injunction under Section 524(g) of the Bankruptcy Code. Various parties appealed or otherwise challenged the Bankruptcy Court Confirmation Orders. On January 30, 2012 and June 11, 2012 , the District Court issued memorandum opinions and orders (collectively with the Bankruptcy Court Confirmation Orders, the "Confirmation Orders") overruling all objections to the PI Settlement Plan and confirming the PI Settlement Plan in its entirety, including the approval and issuance of the injunctions under Section 524(g) of the Bankruptcy Code and the other injunctions, releases, and indemnifications set forth in the PI Settlement Plan and the Bankruptcy Court Confirmation Order. Five appeals to the Confirmation Orders were filed with the United States Court of Appeals for the Third Circuit (the "Third Circuit Court of Appeals"). The Third Circuit Court of Appeals dismissed or denied the appeals in separate opinions, with the final dismissal occurring on the Effective Date. On January 29, 2014, by agreement of the parties, the Bankruptcy Court dismissed with prejudice the fraudulent transfer action brought against the Company by the Committees appointed to represent asbestos claimants in Grace's bankruptcy. Also on the Effective Date, the remaining conditions to the effectiveness of the PI Settlement Plan and the Settlement agreement were satisfied or waived by the relevant parties (including the Company), and the PI Settlement Plan implementing the Settlement agreement became effective and Grace emerged from bankruptcy on the Effective Date. In addition, under the PI Settlement Plan, the Confirmation Orders, and the Settlement agreement, Grace is required to indemnify us with respect to asbestos and certain other liabilities. Although we believe the possibility to be remote, if any courts were to refuse to enforce the injunctions or releases contained in the PI Settlement Plan and the Settlement agreement with respect to any claims, and if, in addition, Grace were unwilling or unable to defend and indemnify the Company and its subsidiaries for such claims, then we could be required to pay substantial damages, which could have a material adverse effect on our consolidated financial condition and results of operations

Fresenius Claims

In January 2002, we filed a declaratory judgment action against Fresenius Medical Care Holdings, Inc., its parent, Fresenius AG, a German company, and specified affiliates in New York State court asking the court to resolve a contract dispute between the parties. The Fresenius parties contended that we were obligated to indemnify them for liabilities that they might incur as a result of the 1996 Fresenius transaction mentioned above. The Fresenius parties' contention was based on their interpretation of the agreements between them and W. R. Grace & Co. — Conn. in connection with the 1996 Fresenius transaction. In February 2002, the Fresenius

parties announced that they had accrued a charge of $172 million for these potential liabilities, which included pre-transaction tax liabilities of Grace and the costs of defense of litigation arising from Grace's Chapter 11 filing. We believe that we were not responsible to indemnify the Fresenius parties under the 1996 agreements and filed the action to proceed to a resolution of the Fresenius parties' claims. In April 2002, the Fresenius parties filed a motion to dismiss the action and for entry of declaratory relief in its favor. We opposed the motion, and in July 2003, the court denied the motion without prejudice in view of the November 27, 2002 agreement in principle referred to above. On the Effective Date, and in connection with the PI Settlement Plan and the Settlement agreement, we and the Fresenius parties exchanged mutual releases, releasing us from any and all claims related to the 1996 Fresenius transaction.

Canadian Claims

In November 2004, the Company's Canadian subsidiary Sealed Air (Canada) Co./Cie learned that it had been named a defendant in the case of *Thundersky v. The Attorney General of Canada, et al.* (File No. CI04-01-39818), pending in the Manitoba Court of Queen's Bench. Grace and W. R. Grace & Co. — Conn. were also named as defendants. The plaintiff brought the claim as a putative class proceeding and sought recovery for alleged injuries suffered by any Canadian resident, other than in the course of employment, as a result of Grace's marketing, selling, processing, manufacturing, distributing and/or delivering asbestos or asbestos-containing products in Canada prior to the Cryovac Transaction. A plaintiff filed another proceeding in January 2005 in the Manitoba Court of Queen's Bench naming the Company and specified subsidiaries as defendants. The latter proceeding, *Her Majesty the Queen in Right of the Province of Manitoba v. The Attorney General of Canada, et al.* (File No. CI05-01-41069), sought the recovery of the cost of insured health services allegedly provided by the Government of Manitoba to the members of the class of plaintiffs in the *Thundersky* proceeding. In October 2005, we learned that six additional putative class proceedings had been brought in various provincial and federal courts in Canada seeking recovery from the Company and its subsidiaries Cryovac, Inc. and Sealed Air (Canada) Co./Cie, as well as other defendants including W. R. Grace & Co. and W. R. Grace & Co. — Conn., for alleged injuries suffered by any Canadian resident, other than in the course of employment (except with respect to one of these six claims), as a result of Grace's marketing, selling, manufacturing, processing, distributing and/or delivering asbestos or asbestos-containing products in Canada prior to the Cryovac transaction. Grace and W. R. Grace & Co. — Conn. agreed to defend, indemnify and hold harmless the Company and its affiliates in respect of any liability and expense, including legal fees and costs, in these actions.

In April 2001, Grace Canada, Inc. had obtained an order of the Superior Court of Justice, Commercial List, Toronto (the "Canadian Court"), recognizing the Chapter 11 actions in the United States of America involving Grace Canada, Inc.'s U.S. parent corporation and other affiliates of Grace Canada, Inc., and enjoining all new actions and staying all current proceedings against Grace Canada, Inc. related to asbestos under the Companies' Creditors Arrangement Act. That order has been renewed repeatedly. In November 2005, upon motion by Grace Canada, Inc., the Canadian Court ordered an extension of the injunction and stay to actions involving asbestos against the Company and its Canadian affiliate and the Attorney General of Canada, which had the effect of staying all of the Canadian actions referred to above. The parties finalized a global settlement of these Canadian actions (except for claims against the Canadian government). That settlement, which has subsequently been amended (the "Canadian Settlement"), will be entirely funded by Grace. The Canadian Court issued an Order on December 13, 2009 approving the Canadian Settlement. We do not have any positive obligations under the Canadian Settlement, but we are a beneficiary of the release of claims. The release in favor of the Grace parties (including us) became operative upon the effective date of a plan of reorganization in Grace's United States Chapter 11 bankruptcy proceeding. As filed, the PI Settlement Plan contemplates that the claims released under the Canadian Settlement will be subject to injunctions under Section 524(g) of the Bankruptcy Code. As indicated above, the Bankruptcy Court entered the Bankruptcy Court Confirmation Order on January 31, 2011 and the Clarifying Order on February 15, 2011 and the District Court entered the Original District Court Confirmation Order on January 30, 2012 and the Amended District Court Confirmation Order on June 11, 2012. The Canadian Court issued an Order on April 8, 2011 recognizing and giving full effect to the Bankruptcy Court's Confirmation Order in all provinces and territories of Canada in accordance with the Bankruptcy Court Confirmation Order's terms.

As described above, the PI Settlement Plan became effective on February 3, 2014. In accordance with the above-mentioned December 31, 2009 order of the Canadian court, on the Effective Date the actions became permanently stayed until they are amended to remove the Grace parties as named defendants. The above-mentioned actions in the Manitoba Court of Queen's Bench were dismissed by the Manitoba court as against the Grace parties on February 19, 2014 and it is anticipated that the remaining actions will now also be dismissed. Although we believe the possibility to be remote, if the Canadian courts refuse to enforce the final plan of reorganization in the Canadian courts, and if in addition Grace is unwilling or unable to defend and indemnify the Company and its subsidiaries in these cases, then we could be required to pay substantial damages, which we cannot estimate at this time and which could have a material adverse effect on our consolidated financial condition and results of operations.

Additional Matters Related to the Cryovac Transaction

In view of Grace's Chapter 11 filing, we may receive additional claims asserting that we are liable for obligations that Grace had agreed to retain in the Cryovac transaction and for which we may be contingently liable. To date, we are not aware of any material claims having been asserted or threatened against us.

Final determinations and accountings under the Cryovac transaction agreements with respect to matters pertaining to the transaction had not been completed at the time of Grace's Chapter 11 filing in 2001. We filed claims in the bankruptcy proceeding that reflect the costs and liabilities that we have incurred or may incur and that Grace and its affiliates agreed to retain or that are subject to indemnification by Grace and its affiliates under the Cryovac transaction agreements, other than payments to be made under the Settlement agreement. Grace has alleged that we are responsible for specified amounts under the Cryovac transaction agreements. On February 3, 2014, following Grace's emergence from bankruptcy, the Company (for itself and its affiliates, collectively, the "Sealed Air Parties") and Grace (for itself and its affiliates, collectively, the "Grace Parties") entered into a claims settlement agreement (the "Claims Settlement") to resolve certain of the parties' claims against one another arising under the Cryovac transaction agreements (the "Transaction Claims"). Under the Claims Settlement, the Sealed Air Parties released and waived Transaction Claims against the Grace Parties other than asbestos-related claims, Fresenius-related claims, environmental claims, insurance claims, mass tort claims, non-monetary tax sharing agreement claims, certain claims listed in annexes to proofs of claim filed by the Sealed Air Companies in connection with the Grace bankruptcy, claims relating to certain matters described in the PI Settlement Plan, certain executory contract claims relating to certain leased sites or sites that were divided as part of the Cryovac transaction, and certain indemnification claims. Under the Claims Settlement, the Grace Parties released and waived Transaction Claims against the Sealed Air Companies other than non-monetary tax sharing agreement claims, certain executory contract claims relating to certain leased sites or sites that were divided as part of the Cryovac transaction, and certain indemnification claims. The Claims Settlement also provides that the Sealed Air Parties and the Grace Parties will share equally all fees and expenses relating to certain litigation brought by former Cryovac employees. Except to the extent that a claim is specifically referenced, the Claims Settlement does not supersede or affect the obligations of the parties under the PI Settlement Plan or our Settlement agreement.

Environmental Matters

We are subject to loss contingencies resulting from environmental laws and regulations, and we accrue for anticipated costs associated with investigatory and remediation efforts when an assessment has indicated that a loss is probable and can be reasonably estimated. These accruals are not reduced by potential insurance recoveries, if any. We do not believe that it is reasonably possible that our liability in excess of the amounts that we have accrued for environmental matters will be material to our consolidated financial condition or results of operations. Environmental liabilities are reassessed whenever circumstances become better defined or remediation efforts and their costs can be better estimated.

We evaluate these liabilities periodically based on available information, including the progress of remedial investigations at each site, the current status of discussions with regulatory authorities regarding the methods and extent of remediation and the apportionment of costs among potentially responsible parties. As some of these issues are decided (the outcomes of which are subject to uncertainties) or new sites are assessed and costs can be reasonably estimated, we adjust the recorded accruals, as necessary. We believe that these exposures are not material to our consolidated financial condition or results of operations. We believe that we have adequately reserved for all probable and estimable environmental exposures.

Guarantees and Indemnification Obligations

We are a party to many contracts containing guarantees and indemnification obligations. These contracts primarily consist of:

- product warranties with respect to certain products sold to customers in the ordinary course of business. These warranties typically provide that products will conform to specifications. We generally do not establish a liability for product warranty based on a percentage of sales or other formula. We accrue a warranty liability on a transaction-specific basis depending on the individual facts and circumstances related to each sale. Both the liability and annual expense related to product warranties are immaterial to our consolidated financial position and results of operations; and
- licenses of intellectual property by us to third parties in which we have agreed to indemnify the licensee against third party infringement claims.

Development Grant Matter

On May 25, 2010, one of our Italian subsidiaries received a demand from the Italian Ministry of Economic Development (the "Ministry") for the total repayment of grant monies paid to two of our former subsidiaries in the amount of €5 million. The grant monies had previously been certified as payable by the Italian authorities and the grant process was finalized and closed in 2006. We acquired the former subsidiaries in September 2001 as part of an acquisition. The substance of the repayment demand is that the former owners of the subsidiaries made fraudulent claims and used fraudulent documents to support their grant application prior to our acquisition. There is no suggestion that we or our Italian subsidiary were directly involved in the grant process, but as purchaser of the two companies, the Ministry is seeking repayment from our Italian subsidiary. Our Italian subsidiary submitted a total denial of liability in regard to this matter on June 30, 2010. A hearing on the merits was held on July 3, 2014 and in mid-September; our subsidiary was advised that the demand for repayment of €10 million was upheld. Accordingly, we recorded a current liability and corresponding charge of $14 million related to this matter in 2014. The liability ($13 million equivalent at December 31, 2014 with accrued interest) is included in other current liabilities on the consolidated balance sheets and the charge is included in selling, general and administrative expenses on the consolidated statements of operations. The charge is treated as a special item and included in Corporate in the "Other" category for segment reporting purposes. In mid-December, 2014 we learned our application to suspend enforcement of the judgment pending appeal had been declined. A final hearing on the merits is expected to be heard in two to three years.

Other Principal Contractual Obligations

At December 31, 2014, we had other principal contractual obligations, which included agreements to purchase an estimated amount of goods, including raw materials, or services in the normal course of business, aggregating to approximately $354 million. The estimated future cash outlays are as follows:

Year	Amount *(in millions)*
2015	$ 139.1
2016	87.5
2017	59.4
2018	44.4
2019	15.6
Thereafter	7.7
Total	$ 353.7

Leases

We are obligated under the terms of various leases covering primarily warehouse and office facilities and production equipment, as well as smaller manufacturing sites that we occupy. We account for the majority of our leases as operating leases, which may include purchase or renewal options. At December 31, 2014, estimated future minimum annual rental commitments under non-cancelable real and personal property leases were as follows:

Year	Amount *(in millions)*
2015	$ 57.6
2016	40.4
2017	26.9
2018	15.7
2019	9.7
Thereafter	16.7
Total	$ 167.0

Net rental expense was $71 million in 2014, $79 million in 2013 and $84 million in 2012.

Note 18 Stockholders' Equity

Repurchase of Common Stock

On June 13, 2014, Sealed Air repurchased $130 million, or 3,932,244 shares, of common stock at a price of $33.06 per share from the WRG Asbestos PI Trust. As a result, our common stock in treasury increased by $130 million. The Company funded the stock repurchase with $110 million from committed credit facilities and $20 million of accumulated cash and cash equivalents.

On August 9, 2007, we announced that our Board of Directors had approved a share repurchase program authorizing us to repurchase in the aggregate up to 20 million shares of our issued and outstanding common stock. This program has no set expiration date. This program replaced our prior share repurchase program, which we terminated at that time.

In 2014, we repurchased 1,495,188 shares of our common stock for approximately $54 million under a share trading plan we entered into with two of our brokers in accordance with Rule 10b5-1 of the Securities Act of 1933, as amended, and pursuant to the share repurchase program previously approved by our Board of Directors. The Company funded the stock repurchase with cash and cash equivalents.

Dividends

The following table shows our total cash dividends paid in the three years ended December 31:

(In millions, except per share amounts)	Total Cash Dividends Paid	Total Cash Dividends Paid Per Common Share
2012	$ 100.9	$ 0.52
2013	102.0	0.52
2014	110.9	0.52
Total	$ 313.8	

On February 17, 2015, our Board of Directors declared a quarterly cash dividend of $0.13 per common share payable on March 20, 2015 to stockholders of record at the close of business on March 6, 2015. The estimated amount of this dividend payment is $27 million based on 210 million shares of our common stock issued and outstanding as of January 31, 2015.

The dividend payments discussed above are recorded as reductions to cash and cash equivalents and retained earnings on our consolidated balance sheets. Our credit facility and our notes contain covenants that restrict our ability to declare or pay dividends. However, we do not believe these covenants are likely to materially limit the future payment of quarterly cash dividends on our common stock. From time to time, we may consider other means of returning value to our stockholders based on our consolidated financial condition and results of operations. There is no guarantee that our Board of Directors will declare any further dividends.

Common Stock

The following is a summary of changes during the three years ended December 31, 2014 in shares of our common stock:

	2014	2013	2012
Changes in common stock:			
Number of shares, beginning of year	205,707,580	204,660,621	202,528,616
Shares issued for Grace Settlement	18,000,000	—	—
Shares awarded for 2011 Three-Year PSU awards	145,597	—	—
Shares awarded for 2010 Three-year PSU awards	—	472,865	—
Shares awarded for 2009 Three-year PSU awards	—	—	1,155,018
Restricted stock shares issued for new awards under the Omnibus Incentive Plan and 2005 Contingent Stock Plan	572,089	398,230	703,620
Shares granted and issued under the Directors Stock Plan	21,128	25,993	37,824
Restricted stock shares issued for SLO awards	101,062	51,321	135,343
Shares issued for vested restricted stock units	136,197	98,550	100,200
Number of shares issued, end of year	224,683,653	205,707,580	204,660,621
Changes in common stock in treasury:			
Number of shares held, beginning of year	9,508,908	10,102,952	10,466,431
Purchase of shares during the period	5,427,432	—	—
Profit sharing contribution partially paid in stock	(965,238)	(857,754)	(930,089)
Restricted stock, withheld or forfeited	180,657	263,710	566,610
Number of shares held, end of year	14,151,759	9,508,908	10,102,952

Stock Appreciation Rights ("SARs")

In connection with the acquisition of Diversey, Sealed Air exchanged Diversey's cash-settled stock appreciation rights and stock options that were unvested as of May 31, 2011 and unexercised at October 3, 2011 into cash-settled stock appreciation rights based on Sealed Air common stock. At December 31, 2014, the weighted average remaining vesting life of outstanding SARs was approximately one month.

Since these SARs are settled in cash, the amount of the related future expense will fluctuate based on the forfeiture activity and the changes in the assumptions used in a Black-Scholes valuation model which include Sealed Air's stock price, risk-free interest rates, expected volatility and a dividend yield. In addition, once vested, the related expense will continue to fluctuate due to the changes in the assumptions used in the Black-Scholes valuation model for any SARs that are not exercised until their respective expiration dates, the last of which is currently in March 2021.

We recognized SARs expense of $8 million in the year ended December 31, 2014 related to SARs that were granted to Diversey employees who remained employees as of December 31, 2014. We recognized SARs expense of $38 million in the year ended December 31, 2013 related to SARs that were granted to Diversey employees who remained employees as of December 31, 2013. Cash payments due to the exercise of these SARs were $21 million in the year ended December 31, 2014 and $46 million in the year ended December 31, 2013. As of December 31, 2014, the remaining liability for these SARs was $21 million and is included in other current liabilities on our consolidated balance sheet.

In addition to the amounts discussed above, $1 million of SARs payments were recorded in the year ended December 31, 2013 due to the exercise of SARS that were part of the termination and benefit costs for employees under the IOP. This expense was included in restructuring and other charges on our consolidated statements of operations. We did not recognize any SARs-related restructuring expense in the year ended December 31, 2014 and there was no remaining liability for SARs included in the restructuring programs as of December 31, 2014.

2014 Omnibus Incentive Plan

On February 18, 2014, the Board of Directors approved, subject to stockholder approval, the Sealed Air Corporation 2014 Omnibus Incentive Plan ("Omnibus Incentive Plan"). At the Company's annual meeting of the stockholders held on May 22, 2014, the stockholders approved the Omnibus Incentive Plan. The purpose of the Omnibus Incentive Plan is to enhance the Company's ability to attract and retain highly qualified officers, non-employee directors, key employees, consultants and advisors, and to motivate such individuals to serve the Company and to expend maximum effort to improve the business results and earnings of the Company, by providing to those individuals an opportunity to acquire or increase a direct proprietary interest in the operations and future success

of the Company. This plan also allows the Company to promote greater ownership in the Company by such individuals in order to align their interests more closely with the interests of the Company's stockholders and will provide the Company with greater flexibility as to the types of incentive compensation awards that it may provide. Upon approval of the Omnibus Incentive Plan, the maximum number of shares of Common Stock authorized to be issued was 4,250,000, plus total shares available to be issued as of May 22, 2014 under the 2002 Directors Stock Plan, the 2005 Contingent Stock Plan and the Performance-Based Compensation Program (collectively, the "Predecessor Plans"). The Omnibus Incentive Plan provides for the grant of stock options, stock appreciation rights, restricted stock, restricted stock units, unrestricted stock, performance share units, known as PSU awards, other stock awards and cash awards. The Omnibus Incentive Plan replaced the Predecessor Plans and any awards outstanding under those plans will be subject to, and be paid in accordance with, those plans. Furthermore, any shares subject to outstanding awards under the Predecessor Plans that subsequently cease to be subject to such awards will automatically become available for issuance under the Omnibus Incentive Plan.

For both restricted stock awards and restricted stock units awards, we record compensation expense in selling, general and administrative expenses and cost of sales on the consolidated statements of operations with a corresponding credit to additional paid-in capital within stockholders' equity based on the fair value of our common stock at the award grant date. For cash awards, we record a liability that is reflected in other liabilities on the consolidated balance sheets and record compensation expense in selling, general and administrative expenses and cost of sales based on the fair value of the award at the end of each reporting period. The amount of the liability for cash awards is remeasured at each reporting period based on the then current stock price and the effects of the stock price changes are recognized as compensation expense. At December 31, 2014, the liability related to cash awards was $4.8 million.

Under our executive compensation program, we have the ability to grant to our executive officers and a small number of other key executives (1) stock leverage opportunity awards, known as SLO awards, as part of our annual incentive plan and (2) annual PSU awards, as part of our long term incentive program. Our executive officers and other key executives may also receive awards of restricted stock or restricted stock units from time to time.

2005 Contingent Stock Plan

Prior to the Omnibus Incentive Plan, the 2005 Contingent Stock Plan represented our sole long-term equity compensation program for officers and employees. The 2005 Contingent Stock Plan provided for awards of equity-based compensation, including restricted stock, restricted stock units, performance share units and cash awards measured by share price, to our executive officers and other key employees, as well as U.S.-based key consultants. During the three years ended December 31, 2014, under the 2005 Contingent Stock Plan, we granted restricted stock, restricted stock units and cash awards, in addition to the SLO and PSU awards described below. Effective May 22, 2014 no new awards were granted under the 2005 Contingent Stock Plan.

Directors Stock Plan

Prior to the Omnibus Incentive Plan, the 2002 Directors Stock Plan provided for annual grants of shares to non-employee directors, and interim grants of shares to eligible directors elected at times other than at an annual meeting, as all or part of the annual or interim retainer fees for non-employee directors. During 2002, we adopted a plan that permitted non-employee directors to elect to defer all or part of their annual retainer until the non-employee director retires from the Board of Directors. The non-employee director could elect to defer the portion of the annual retainer payable in shares of stock. If a non-employee director made this election, the non-employee director could also elect to defer the portion, if any, of the annual retainer payable in cash. Cash dividends on deferred shares are credited to the non-employee director's deferred cash account on the applicable dividend payment date. Effective May 22, 2014 no new awards were granted under the Directors Stock Plan.

A summary of the changes in common shares available for awards under the Omnibus Incentive Plan and Predecessor Plans follows:

	2014	2013	2012
Number of shares available, beginning of year	5,676,699	6,588,352	8,132,220
Newly registered shares under Omnibus Incentive Plan	4,250,000	—	—
Restricted stock shares issued for new awards under the Omnibus Incentive Plan and 2005 Contingent Stock Plan	(572,089)	(398,230)	(703,620)
Restricted stock units awarded	(431,987)	(187,595)	(191,700)
Restricted stock shares issued for SLO awards	(96,773)	(21,505)	(3,788)
Restricted stock units awarded for SLO awards	(48,528)	(51,033)	(6,795)
Shares issued for 2011 Two-year PSU awards	(145,597)	—	—
Shares issued for 2010 Three-year PSU awards	—	(472,865)	—
Shares issued for 2009 Three-year PSU awards	—	—	(1,155,018)
Restricted stock shares forfeited	106,220	40,100	41,700
Restricted stock units forfeited	9,800	3,500	12,200
Shares withheld for taxes	74,437	223,610	524,910
Director shares granted and issued	(21,128)	(25,993)	(37,824)
Director shares granted and deferred	(20,444)	(21,642)	(23,933)
Number of shares available, end of year	8,780,610	5,676,699	6,588,352
Weighted average per share market value of awards on grant date	$ 32.70	$ 27.20	$ 17.19

The above table excludes approximately 4.8 million of contingently issuable shares under the PSU and SLO awards, which represents the maximum number of shares that could be issued under those plans as of December 31, 2014.

The following tables show the details of the non-vested awards under the Omnibus Incentive Plan and Predecessor Plans, excluding SLO and PSU awards:

	2014	Weighted-Average per Share Market Value on Grant Date
Number of non-vested restricted stock shares, beginning of Year	1,397,350	$ 21.73
Restricted stock shares issued for new awards during the year	572,089	32.64
Restricted stock shares vested during the year	(301,250)	27.54
Restricted stock shares forfeited during the year	(106,220)	22.45
Number of non-vested restricted stock shares, end of year	1,561,969	$ 25.09

The non-vested restricted stock shares included above had a weighted-average remaining contractual life of approximately 1.4 years at December 31, 2014.

Non-vested Restricted Stock Units Awards	2014	Weighted-Average per Share Market Value on Grant Date
Number of non-vested restricted stock units, beginning of year	506,345	$ 22.92
Restricted stock units issued for new awards during the year	431,987	32.20
Restricted stock units vested during the year	(137,197)	33.06
Restricted stock units forfeited during the year	(9,800)	23.89
Number of non-vested restricted stock units, end of year	791,335	$ 27.66

The non-vested restricted stock units included above had a weighted-average remaining contractual life of approximately 1.6 years at December 31, 2014.

Non-vested Cash Awards	2014
Number of non-vested cash awards, beginning of year	170,848
Cash awards issued for new awards during the year	127,276
Cash awards vested during the year	(25,850)
Cash awards forfeited during the year	(14,500)
Number of non-vested cash awards, end of year	257,774

The non-vested cash awards included above had a weighted-average remaining contractual life of approximately 1.6 years at December 31, 2014.

The Omnibus Incentive Plan and 2005 Contingent Stock Plan permit "minimum" withholding of taxes and other charges that may be required by law to be paid attributable to awards by withholding a portion of the shares attributable to such awards.

Other Common Stock Issuances

We have historically issued shares of our common stock under our 2005 Contingent Stock Plan to selected U.S.-based consultants as compensation under consulting agreements primarily for research and development projects. We record the cost associated with these issuances on a straight-line basis based on each of the issuances' vesting schedule. Amortization expense related to these issuances was immaterial in each of the three years ended December 31, 2014.

Share-based Incentive Compensation

We record share-based incentive compensation expense in selling, general and administrative expenses and cost of sales on our consolidated statements of operations with a corresponding credit to additional paid-in capital within stockholders' equity based on the fair value of the share-based incentive compensation awards at the date of grant. We recognize an expense or credit reflecting the straight-line recognition, net of estimated forfeitures, of the expected cost of the program. For the various PSU awards programs described below, the cumulative amount accrued to date is adjusted up or down to the extent the expected performance against the targets has improved or worsened.

These share-based incentive compensation programs are described in more detail below.

The table below shows our total share-based incentive compensation expense:

(in millions)	2014	2013	2012
2014 Special PSU Awards	$ 11.8	$ —	$ —
2014 Three-year PSU Awards	6.8	—	—
2013 Three-year PSU Awards	8.2	4.4	—
2012 Three-year PSU Awards	1.8	2.4	1.9
2011 Three-year PSU Awards	—	(1.2)	1.7
2010 Three-year PSU Awards	—	0.1	0.9
2013 WVH Incentive Compensation(1)	1.3	2.5	—
2012 CEO Incentive Compensation	—	—	—
2012 President & COO Four-year Incentive Compensation(2)	0.4	0.6	0.2
SLO Awards	4.6	2.8	0.7
Other long-term share-based incentive compensation programs(3)	19.2	12.5	11.5
Total share-based incentive compensation expense(4)	$ 54.1	$ 24.1	$ 16.9
Associated tax benefits recognized	$ 15.7	$ 7.8	$ 6.2

(1) On February 28, 2013, the Organization and Compensation Committee of our Board of Directors ("O&C Committee") approved a change in the vesting policy regarding the existing 2011 Three-year PSU awards, and the newly granted 2013 three-year PSU awards, for William V. Hickey, our former Chairman and Chief Executive Officer. The approved change will result in the full vesting of the awards, rather than a pro-rata portion vesting as of the date of his retirement (May 16, 2013). Mr. Hickey's awards

will still be subject to the performance metrics stipulated in the plan documents, and will be paid-out in accordance with the original planned timing. As a result of these approved changes, the expense related to these awards was accelerated and recognized over the applicable service period up until the date of his retirement. We recognized share-based compensation expense related to these awards of $1.3 million in the year ended December 31, 2014 and $2.5 million in the year ended December 31, 2013.

(2) The amount includes only the two initial equity awards. See below for further detail.

(3) The amount includes the expenses associated with the restricted stock shares, restricted stock units and cash awards.

(4) The amounts do not include the expense related to our U.S. profit sharing contributions made in the form of our common stock as such these contributions are not considered share-based incentive compensation.

The following table shows the estimated amount of total share-based incentive compensation expense expected to be recognized over the remaining respective vesting periods by program at December 31, 2014:

(In millions)	2015	2016	2017	Total
2014 Special PSU Awards	$ 10.7	$ 10.2	$ 4.4	$ 25.3
2014 Three-year PSU Awards	5.2	4.6	—	9.8
2013 Three-year PSU Awards	5.4	—	—	5.4
2013 WVH Incentive Compensation	—	—	—	—
2012 President & COO Four-year Incentive Compensation	0.3	0.2	—	0.5
SLO Awards	1.0	—	—	1.0
Total share-based incentive compensation expense (1)	$ 22.6	$ 15.0	$ 4.4	$ 42.0

(1) The amounts do not include the expense related to our U.S. profit sharing contributions made in the form of our common stock as such these contributions are not considered share-based incentive compensation.

The discussion that follows provides further details of our share-based incentive compensation programs.

PSU Awards

As part of our long term incentive program adopted in 2008, during the first 90 days of each year, the Organization and Compensation Committee of our Board of Directors, or Compensation Committee, has approved PSU awards for our executive officers and other selected key executives, which include for each officer or executive a target number of shares of common stock and performance goals and measures that will determine the percentage of the target award that is earned following the end of the performance period. Following the end of the performance period, participants will also receive a cash payment in the amount of the dividends (without interest) that would have been paid during the performance period on the number of shares that they have earned. We have accrued $2 million for these dividends in other current liabilities on our consolidated balance sheet as of December 31, 2014 and $1 million as of December 31, 2013.

Special PSU Program for 2014

During March 2014, the Compensation Committee approved a special PSU award to the executive officers and a broader group of other employees under the 2005 Contingent Stock Plan. The following summarizes the key features of the PSU awards:

- the PSU awards are earned principally based on achievement of exceeding $1.7 billion of adjusted free cash flow (as defined in the award), above targets established in the Company’s three-year strategic plan, over the three-year performance period of 2014-2016.
- in addition, no portion of an award is earned unless we achieve a minimum specified level of earnings per share during the last year of the performance period, in order to balance the free cash flow goal with an appropriate focus on generating earnings.
- to further balance the incentives, the amount earned based on adjusted free cash flow performance will be reduced by 25% if our relative Total Stockholder Return (as defined in the award) for the performance period is below a certain percentile of an approved peer group of companies.
- payment of 50% of any PSUs earned during the performance period will be made during the first quarter of 2017. The remaining 50% of the earned PSUs is subject to an additional 2017 performance requirement, the ratio of working capital to net trade sales for 2017 (as defined in the award) and will be paid during the first quarter of 2018.

This special PSU award is in addition to other 2014 long-term incentive compensation opportunities. We recognized $12 million of share-based compensation expense related to this award in the year ended December 31, 2014.

2014 Three-year PSU Awards

In March 2014, the Compensation Committee approved awards with a three-year performance period beginning January 1, 2014 to December 31, 2016 for the named executives. The Compensation Committee established principal performance goals, which are (i) total shareholder return (TSR) weighted at 35%, and (ii) 2016 consolidated adjusted EBITDA margin weighted at 65%.

The targeted number of shares of common stock that can be earned is 346,286 shares for these 2014 PSU awards. The total number of shares to be issued for these awards can range from zero to 200% of the target number of shares depending on the level of achievement of the performance goals and measures.

The expense included in the tables above was calculated using a grant date common stock share price of $32.65 per share for the 2016 consolidated adjusted EBITDA margin (this is considered a performance condition) and the Monte Carlo valuation of $42.97 per share for the TSR goal (this is considered a market condition). The expense calculation is based on management's estimate as of December 31, 2014 of the level of probable achievement of the performance goals and measures, which was determined to be above the target level, or 158% achievement (355,636 shares, net of forfeitures), for the 2016 consolidated adjusted EBITDA margin goal. The TSR portion of the plan is expensed at 100% (121,200 shares, net of forfeitures) of the grant date fair value as required by U.S. GAAP.

2013 Three-year PSU Awards

In March 2013, the Compensation Committee approved awards with a three-year performance period beginning January 1, 2013 to December 31, 2015 for the named executives. The Compensation Committee established principal performance goals, which are (i) total shareholder return (TSR) weighted at 35%, and (ii) 2015 consolidated adjusted EBITDA margin weighted at 65%.

The targeted number of shares of common stock that can be earned is 571,931 shares for these 2013 PSU awards. The total number of shares to be issued for these awards can range from zero to 200% of the target number of shares depending on the level of achievement of the performance goals and measures.

The expense included in the tables above was calculated using a grant date common stock share price of $18.97 per share for the awards granted on February 14, 2013 ($22.21 for the awards granted on February 28, 2013) for the 2015 consolidated adjusted EBITDA margin (this is considered a performance condition) and the Monte Carlo valuation of $25.19 per share for the awards granted on February 14, 2013 ($34.05 for the awards granted on February 28, 2013) for the TSR goal (this is considered a market condition). The expense calculation is based on management's estimate as of December 31, 2014 of the level of probable achievement of the performance goals and measures, which was determined to be above the target level, or 200% achievement (743,511 shares, net of forfeitures), for the 2015 consolidated adjusted EBITDA margin goal. The TSR portion of the plan is expensed at 100% (200,176 shares, net of forfeitures) of the grant date fair value as required by U.S. GAAP.

2012 Three-year PSU Awards

In March 2012, the Compensation Committee approved awards with a three-year performance period beginning January 1, 2012 for the named executive officers and for other officers and key executives. The Compensation Committee established principal performance goals, which are (i) three-year average return on invested capital ("ROIC") weighted at 50%, (ii) constant dollar growth of net trade sales weighted at 25% and (iii) relative total shareholder return ("TSR") weighted at 25%. An additional goal is a 2014 safety result of a total recordable incident rate (a workplace safety indicator) ("TRIR") of 0.90 or better, excluding facilities acquired during the performance period.

The targeted number of shares of common stock that can be earned is 432,573 shares for these 2012 PSU awards (292,418 shares granted on March 27, 2012 and 140,155 shares granted to Jerome A. Peribere on September 1, 2012, as discussed below). The total number of shares to be issued for these awards can range from zero to 200% of the target number of shares depending on the level of achievement of the performance goals and measures, plus or minus 43,257 additional shares at the discretion of the Compensation Committee. These performance goals are outlined in further detail in the Proxy Statement for our 2012 Annual Meeting of Stockholders.

The expense included in the tables above was calculated using a grant date common stock share price of $19.72 per share for the awards granted on March 27, 2012 ($14.27 for the award granted on September 1, 2012) for the three year average ROIC goal and net trade sales goal (these are considered performance conditions) and the Monte Carlo valuation of $23.40 per share for the awards granted on March 27, 2012 ($12.57 for the award granted on September 1, 2012) for the TSR goal (this is considered a market condition). The expense calculation is based on management's estimate as of December 31, 2014 of the level of probable achievement

of the performance goals and measures, which was determined to be above the target level, or 102% achievement (221,045 shares, net of forfeitures), for the ROIC goal and below the threshold for minimum payment, or 0% achievement (0 shares), for the net trade sales growth goal. The TSR portion of the plan is expensed at 100% (108,143 shares, net of forfeitures) of the grant date fair value as required by U.S. GAAP.

2011 Three-year PSU Awards

In February 2014, we issued 145,597 shares of common stock for the 2011 three-year PSU awards. These awards were based on the achievement of the performance goals below the target level, or 42% achievement, in the three-year performance period of 2011 through 2013. We concurrently acquired 54,384 of these shares of common stock as withholding from employees to satisfy their minimum tax withholding obligations, as provided for in our 2005 Contingent Stock Plan above.

2012 President and Chief Operating Officer (COO) Four-year Incentive Compensation

On September 1, 2012, Jerome A. Peribere started with the Company as President and Chief Operating Officer. Under the terms of his agreement, he was granted equity awards which included the following: (i) initial equity awards under the Company's 2005 Contingent Stock Plan, which included two awards of performance share units under which he could earn up to 350,000 shares of common stock based on the Company's performance, (ii) restricted stock under the Company's 2005 Contingent Stock Plan of which 50,000 shares were issued on his start date and 25,000 shares were issued on September 1, 2013 and September 1, 2014, his first and second anniversaries of his start date and (iii) an award under the Company's 2012 Three-year PSU Award with a target award of 140,155 units. The awards are described in further detail in Mr. Peribere's employment agreement filed with the SEC as an exhibit with the Company's Current Report on Form 8-K dated August 27, 2012.

For the awards (excluding the portions of the PSU awards related to the TSR goal) that are discussed above, the estimated amount of future share-based incentive compensation expense will fluctuate based on: (i) the expected level of achievement of the respective goals and measures considered probable in future quarters, which impacts the number of shares that could be issued; and (ii) the future price of our common stock, which impacts the expense related to additional discretionary shares. Since the TSR metric is considered a market condition, the portion of the compensation expense related to the TSR metric will be recognized regardless of whether the market condition is satisfied provided that the requisite service has been provided.

Stock Leverage Opportunity Awards

Before the start of each performance year, each of our executive officers and other selected key executives is eligible to elect to receive all or a portion of his or her annual cash bonus for that year, in increments of 25% of the annual bonus, as an award of restricted stock or restricted stock units under the Omnibus Incentive Plan in lieu of cash. The portion provided as an equity award may be given a premium to be determined by the Compensation Committee each year and will be rounded up to the nearest whole share. The stock price used in the calculation of the number of shares will be the closing sale price of our common stock on the New York Stock Exchange on the first trading day of the performance year. The award will be granted following the end of the performance year and after determination by the Compensation Committee of the amount of the annual bonus award for each executive officer and other selected key executive who has elected to take all or a portion of his or her annual bonus as an equity award, but no later than the March 15 following the end of the performance year.

The equity award will be made in the form of an award of restricted stock or restricted stock units that will vest on the second anniversary of the grant date or earlier in the event of death, disability or retirement from employment with us, and the shares subject to the award will not be transferable by the recipient until the later of vesting or the second anniversary of the grant date. If the recipient ceases to be employed by us before vesting, then the shares related to the premium portion of the awards only will be forfeited, except for certain circumstances following a change in control. The award will be made in the form of restricted stock unless the award would be taxable to the recipient before the shares become transferable by the recipient, in which case the award will be made in the form of restricted stock units. Recipients who hold SLO awards in the form of restricted stock receive dividends. Recipients who hold SLO awards in the form of restricted stock units receive a cash payment in the amount of the dividends (without interest) on the shares they have earned at about the same time that shares are issued to them following the period of restriction. As of December 31, 2014, we have accrued for these dividends in other current liabilities on our consolidated balance sheet and the amount was immaterial.

The Compensation Committee set the SLO award premium at 25% for the years ending December 31, 2014 and 2013. The 2014 SLO target awards comprise an aggregate of 114,525 restricted stock shares and restricted stock units as of December 31, 2014. The 2013 SLO awards that were issued on March 14, 2014 comprised an aggregate of 141,669 restricted stock shares and restricted stock units.

We record compensation expense for these awards in selling, general and administrative expenses on the consolidated statements of operations with a corresponding credit to additional paid-in capital within stockholders' equity, based on the fair value of the awards at the end of each reporting period, which reflects the effects of stock price changes.

For the years ended December 31, 2014, 2013 and 2012, compensation expense related to the SLO awards was recognized based on the extent to which the performance goals and measures for our 2014, 2013 and 2012 annual cash bonuses were considered probable of achievement at each respective year end. The expense is recognized over a fifteen month period on a straight-line basis, which will be no later than March 15, 2015, 2014 and 2013.

Note 19 Accumulated Other Comprehensive Income (Loss)

The following table provides details of comprehensive income (loss):

(In millions)	Unrecognized Pension Items	Cumulative Translation Adjustment	Unrecognized Gains (Losses) on Derivative Instruments	Accumulated Other Comprehensive Income (Loss), Net of Taxes
Balance at December 31, 2012	$ (142.3)	$ (24.1)	$ 1.5	$ (164.9)
Other comprehensive income (loss) before reclassifications	(10.6)	(110.3)	3.8	(117.1)
Less: amounts reclassified from accumulated other comprehensive income (loss)	6.7	—	(2.1)	4.6
Net current period other comprehensive income (loss)	(3.9)	(110.3)	1.7	(112.5)
Balance at December 31, 2013	(146.2)	(134.4)	3.2	(277.4)
Other comprehensive income (loss) before reclassifications	(99.0)	(248.1)	12.3	(334.8)
Less: amounts reclassified from accumulated other comprehensive income (loss)	8.7	—	(10.3)	(1.6)
Net current period other comprehensive income (loss)	(90.3)	(248.1)	2.0	(336.4)
Balance at December 31, 2014	$ (236.5)	$ (382.5)	$ 5.2	$ (613.8)

The following table provides detail of amounts reclassified from accumulated other comprehensive income:

	Amount Reclassified from Accumulated Other Comprehensive Income (Loss) (a)			
(In millions)	2014	2013	2012	Location of Amount Reclassified from AOCI
Defined benefit pension plans and other post-employment benefits:				
Prior service costs	$ 0.5	$ 0.3	$ 0.6	(b)
Actuarial gains (losses)	(10.0)	(10.4)	(6.8)	(b)
Settlement/curtailment (gain) loss	(2.1)	—	(0.8)	(b)
Total pre-tax amount	(11.6)	(10.1)	(7.0)	
Tax (expense) benefit	2.9	3.4	2.1	
Net of tax	(8.7)	(6.7)	(4.9)	
Net gains (losses) on cash flow hedging derivatives:				
Foreign currency forward contracts	1.9	2.7	(0.1)	(c) Other expense, net
Interest rate and currency swaps	13.5	—	—	(c)
Treasury locks	0.1	0.1	1.7	(c) Interest expense
Total pre-tax amount	15.5	2.8	1.6	
Tax (expense) benefit	(5.2)	(0.7)	(0.7)	
Net of tax	10.3	2.1	0.9	
Total reclassifications for the period	$ 1.6	$ (4.6)	$ (4.0)	

(a) Amounts in parenthesis indicate debits to earnings (loss)

(b) These accumulated other comprehensive components are included in the computation of net periodic benefit costs. See Notes 14, “Profit Sharing, Retirement Savings Plans and Defined Benefit Pension Plans” and Note 15, “Other Post-Employment Benefits and Other Employee Benefit Plans” for additional details.

(c) These accumulated other comprehensive components are included in our derivative and hedging activities. See Note 12, “Derivatives and Hedging Activities” for additional details.

Note 20 Other Income (Expense), net

The following table provides details of other income (expense), net:

	Year Ended December 31,		
(In millions)	2014	2013	2012
Interest and dividend income	$ 15.5	$ 11.0	$ 12.0
Net foreign exchange transaction (losses) gains	(7.8)	(10.5)	(13.4)
Bank fee expense	(5.0)	(6.8)	(5.2)
Other, net	6.1	(5.6)	(2.8)
Other income (expense), net	$ 8.8	$ (11.9)	$ (9.4)

Impairment of Equity Method Investments

2014

In 2014, we recognized an impairment of $6 million in connection with an equity method investment. This investment was not material to our consolidated financial position or results of operations.

2013

In 2013, we recognized an impairment of $2 million in connection with an equity method investment. This investment was not material to our consolidated financial position or results of operations.

2012

In September 2007, we established a joint venture that supports our Food Care segment. We account for the joint venture under the equity method of accounting with our proportionate share of net income or losses included in other expense, net, on the consolidated statements of operations.

During the first half of 2012, the joint venture performed below expectations, resulting in reduced cash flow and increasing debt obligations. Due to these events, we evaluated our equity method investment for impairment. During the three months ended June 30, 2012, based on reviewing undiscounted cash flow information, we determined that the fair value of our investment was less than its carrying value and that this impairment was other-than-temporary. As a result, we recorded a $4 million write-down of the carrying value of the investment to zero at June 30, 2012.

In connection with the establishment of the joint venture in 2007, we issued a guarantee in support of an uncommitted credit facility agreement that was entered into by the joint venture. Under the terms of the guarantee, if the joint venture were to default under the terms of the credit facility, the lender would be entitled to seek payment of the amounts due under the credit facility from us. As a result of the impairment, we believed it was probable we would need to perform under this guarantee and recorded a $20 million current liability in the second quarter of 2012. The guarantee liability is reflected in other current liabilities on the consolidated balance sheets as of December 31, 2014 and 2013 as we continue to believe it is probable that we will need to perform under this guarantee. As of December 31, 2014, the joint venture has performed its obligations under the terms of the credit facility and the lender has not requested that we perform under the terms of the guarantee.

Total charges recorded in the second quarter of 2012, were $26 million ($18 million, net of taxes, or $0.09 per diluted share), which included the guarantee of the uncommitted credit facility mentioned above of $20 million and the $4 million write-down of the carrying value of the investment to zero at June 30, 2012. We also recorded provisions for bad debt on receivables due from the joint venture to the Company of $2 million, which is included in selling, general and administrative expenses. We have no additional obligations to support the operations of the joint venture in the future.

The impairment and related provision for bad debt on receivables are considered special items and excluded from our Adjusted EBITDA results.

Note 21 Net Earnings (Loss) per Common Share

The following table sets forth the calculation of basic and diluted net earnings (loss) per common share under the two-class method for the three years ended December 31, 2014 in millions, except per share data:

(In millions, except per share amounts)	Year Ended December 31,		
	2014	2013(2)	2012(2)
Basic Net Earnings (Loss) Per Common Share:			
Numerator			
Net earnings (loss) available to common stockholders	$ 258.1	$ 125.8	$ (1,411.4)
Distributed and allocated undistributed net loss to non-vested restricted stockholders	(1.6)	(0.7)	(0.5)
Distributed and allocated undistributed net earnings (loss) to common stockholders	256.5	125.1	(1,411.9)
Distributed net earnings - dividends paid to common stockholders	(110.1)	(101.3)	(100.4)
Allocation of undistributed net earnings (loss) to common stockholders	**$ 146.4**	**$ 23.8**	**$ (1,512.3)**
Denominator			
Weighted average number of common shares outstanding - basic	210.0	194.6	192.8
Basic net earnings (loss) per common share:			
Distributed net earnings to common stockholders	$ 0.52	$ 0.52	$ 0.52
Allocated undistributed net earnings (loss) to common stockholders	0.70	$ 0.13	(7.84)
Basic net earnings (loss) per common share:	**$ 1.22**	**$ 0.65**	**$ (7.32)**
Diluted Net Earnings (Loss) Per Common Share:			
Numerator			
Distributed and allocated undistributed net earnings (loss) to common stockholders	$ 256.5	$ 125.1	$ (1,411.9)
Add: Allocated undistributed net earnings to non-vested restricted stockholders	1.0	0.2	—
Less: Undistributed net earnings (loss) reallocated to non-vested restricted stockholders	(0.9)	(0.1)	—
Net earnings (loss) available to common stockholders - diluted	**$ 256.6**	**$ 125.2**	**$ (1,411.9)**
Denominator			
Weighted average number of common shares outstanding - basic	210.0	194.6	192.8
Effect of assumed issuance of Settlement agreement shares (1)	1.6	18.0	—
Effect of contingently issuable shares (1)	0.9	0.7	—
Effect of non-vested restricted stock units (1)	1.4	0.9	—
Weighted average number of common shares outstanding - diluted	213.9	214.2	192.8
Diluted net earnings (loss) per common share	**$ 1.20**	**$ 0.58**	**$ (7.32)**

(1) Provides for the following items if their inclusion is dilutive: (i) the effect of the issuance of 18 million shares of common stock reserved for the Settlement agreement as defined and (ii) the effect of non-vested restricted stock, restricted stock units and contingently issuable shares using the treasury stock method. In calculating diluted net (loss) earnings per common share for 2012, our diluted weighted average number of common shares outstanding excludes the effect of the items mentioned above as the effect was anti-dilutive.

(2) During the fourth quarter of 2014, we changed the method of valuing our inventories that used the LIFO method to the FIFO method, so that all of our inventories are now valued at FIFO. As a result of this accounting change, net earnings (loss) available to common stockholders, basic earnings per share – continuing operations and diluted earnings per share – continuing operations, among other accounts, have been retrospectively changed. Refer to Note 2, “Summary of Significant Accounting Policies – Inventories,” for a discussion of our change in accounting policy.

PSU Awards

We included contingently issuable shares using the treasury stock method for our PSU awards in the diluted weighted average number of common shares outstanding based on the number of contingently issuable shares that would be issued assuming the end of our reporting period was the end of the relevant PSU award contingency period. The calculation of diluted weighted average shares outstanding includes 1 million shares related to PSUs in both 2014 and 2013. There were no PSUs included in the calculation of diluted weighted average shares outstanding in 2012 as the inclusion of these shares would have been anti-dilutive.

Stock Leverage Opportunity Awards ("SLO")

The shares or units associated with the 2014 SLO awards are considered contingently issuable shares and therefore are not included in the basic or diluted weighted average number of common shares outstanding for the year ended December 31, 2014. These shares or units will not be included in the common shares outstanding until the final determination of the amount of annual incentive compensation is made in the first quarter of 2015. Once this determination is made, the shares or units will be included in diluted weighted average number of common shares outstanding if the impact to diluted net earnings per common share is dilutive. The numbers of shares or units associated with SLO awards for 2014 and 2013 were nominal.

Note 22 Summarized Quarterly Financial Information (Unaudited, in millions, except share data)

	2014			
(In millions, except per share amounts)	First Quarter(1)(2)	Second Quarter(1)(2)	Third Quarter(1)(2)	Fourth Quarter
Net sales	$ 1,827.7	$ 1,973.6	$ 1,975.5	$ 1,973.7
Gross profit	639.6	679.6	696.1	672.3
Net earnings from continuing operations	70.9	60.1	60.8	66.3
Net earnings from discontinued operations	—	—	—	—
Net earnings available to common stockholders	70.9	60.1	60.8	66.3
Basic net earnings per common share				
Continuing operations	$ 0.34	$ 0.28	$ 0.29	$ 0.31
Discontinued operations	—	—	—	—
Net earnings per common share—basic	$ 0.34	$ 0.28	$ 0.29	$ 0.31
Diluted net earnings per common share				
Continuing operations	$ 0.33	$ 0.28	$ 0.28	$ 0.31
Discontinued operations	—	—	—	—
Net earnings per common share—diluted	$ 0.33	$ 0.28	$ 0.28	$ 0.31

	2013			
(In millions, except per share amounts)	First Quarter(1)(2)	Second Quarter(1)(2)	Third Quarter(1)(2)	Fourth Quarter(1)(2)
Net sales	$ 1,828.9	$ 1,937.4	$ 1,912.0	$ 2,012.5
Gross profit	614.3	656.6	650.4	668.6
Net earnings from continuing operations	2.1	52.7	35.5	5.0
Net earnings from discontinued operations	2.0	2.0	2.5	24.0
Net earnings available to common stockholders	4.1	54.7	38.0	29.0
Basic net earnings per common share				
Continuing operations	$ 0.01	$ 0.27	$ 0.18	$ 0.03
Discontinued operations	0.01	0.01	0.01	0.12
Net earnings per common share—basic	$ 0.02	$ 0.28	$ 0.19	$ 0.15
Diluted net earnings per common share				
Continuing operations	$ 0.01	$ 0.24	$ 0.17	$ 0.02
Discontinued operations	0.01	0.01	0.01	0.11
Net earnings per common share—diluted	$ 0.02	$ 0.25	$ 0.18	$ 0.13

(1) On December 6, 2013, we completed the sale of the rigid medical packaging business. On November 14, 2012, we completed the sale of Diversey Japan. Operating results for the rigid medical packaging business and Diversey Japan were reclassified to discontinued operations for the periods since the first quarter of 2012, and, accordingly, all prior period information has been revised. See Note 3, “Divestitures,” for further information about the sales.

(2) Certain amounts have been revised to reflect the retrospective application of the Company’s change in inventory costing method for certain U.S. inventories to the FIFO method from the LIFO method. Refer to Note 2, “Summary of Significant Accounting Policies - Inventories,” of the notes to consolidated financial statements for further details surrounding this accounting policy change.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

Disclosure Controls and Procedures

We maintain disclosure controls and procedures, as defined in Rule 13a-15 under the Securities Exchange Act of 1934, as amended, that are designed to ensure that information required to be disclosed in our reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and that our employees accumulate this information and communicate it to our management, including our Chief Executive Officer (our principal executive officer) and our Chief Financial Officer (our principal financial officer), as appropriate, to allow timely decisions regarding the required disclosure. In designing and evaluating the disclosure controls and procedures, our management recognizes that any controls and procedures, no matter how well designed and operated, can provide only "reasonable assurance" of achieving the desired control objectives, and management necessarily must apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

Evaluation of Disclosure Controls and Procedures

As of the end of the period covered by this report, we carried out an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures under Rule 13a-15. Our management, including our Chief Executive Officer and Chief Financial Officer, supervised and participated in this evaluation. Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective at the "reasonable assurance" level.

Changes in Internal Control over Financial Reporting

We are currently engaged in a multi-year implementation of a single integrated ERP system across the majority of our locations. We expect to be substantially complete with the implementation by the end of 2017.

There have been no other changes in our internal control over financial reporting during the year ended December 31, 2014 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Management's Annual Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting as such term is defined in Rule 13a-15(f) under the Exchange Act. Management evaluated, with the participation of our Chief Executive Officer and Chief Financial Officer, the effectiveness, as of the end of our 2014 fiscal year, of our internal control over financial reporting. The suitable recognized control framework on which management's evaluation of our internal control over financial reporting is based is the Internal Control — Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission, known as COSO (2013). Based upon that evaluation under the COSO framework, our management concluded that our internal control over financial reporting as of the end of our 2014 fiscal year was effective at the "reasonable assurance" level.

Our internal control over financial reporting as of December 31, 2014 has been audited by KPMG LLP, an independent registered public accounting firm, as stated in their report included in this Annual Report on Form 10-K, which expresses an unqualified opinion on the effectiveness of our internal control over financial reporting as of December 31, 2014.

Item 9B. Other Information

None.

PART III

Item 10. *Directors, Executive Officers and Corporate Governance*

Part of the information required in response to this Item is set forth in Part I of this Annual Report on Form 10-K under the caption "Executive Officers of the Registrant," and the balance will be included in our Proxy Statement for our 2015 Annual Meeting of Stockholders under the captions "Election of Directors — Information Concerning Nominees" and "Section 16(a) Beneficial Ownership Reporting Compliance," except as set forth below. All such information is incorporated herein by reference.

We have adopted a Code of Conduct applicable to all of our directors, officers and employees and a supplemental Code of Ethics for Senior Financial Executives applicable to our Chief Executive Officer, Chief Financial Officer, Controller, Treasurer, and all other employees performing similar functions for us. The Code of Conduct and the Code of Ethics for Senior Financial Executives are posted on our website at *www.sealedair.com*. We will post any amendments to the Code of Conduct and the Code of Ethics for Senior Financial Executives on our website. We will also post any waivers applicable to any of our directors or officers, including the senior financial officers listed above, from provisions of the Code of Conduct or the Code of Ethics for Senior Financial Executives on our website.

Our Board of Directors has adopted Corporate Governance Guidelines and charters for its three standing committees, the Audit Committee, the Nominating and Corporate Governance Committee, and the Compensation Committee. Copies of the Corporate Governance Guidelines and the charters are posted on our website.

Our Audit Committee comprises directors Hank Brown, who serves as chair, Patrick Duff, Kenneth P. Manning and Jerry R. Whitaker. Our Board of Directors has determined that each of the four members of the Audit Committee is an audit committee financial expert in accordance with the standards of the SEC and that each is independent, as defined in the listing standards of the New York Stock Exchange applicable to us and as determined by the Board of Directors.

Item 11. *Executive Compensation*

The information required in response to this Item will be set forth in our Proxy Statement for our 2015 Annual Meeting of Stockholders under the captions "Director Compensation," "Executive Compensation," "Compensation Committee Interlocks and Insider Participation" and "Compensation Risks." Such information is incorporated herein by reference.

Item 12. *Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters*

Information required in response to this Item will be set forth in our Proxy Statement for our 2015 Annual Meeting of Stockholders under the captions "Equity Compensation Plan Information" and "Voting Securities." Such information is incorporated herein by reference.

Item 13. *Certain Relationships and Related Transactions, and Director Independence*

The information required in response to this Item will be set forth in our Proxy Statement for our 2015 Annual Meeting of Stockholders under the captions "Independence of Directors" and "Certain Relationships and Related Person Transactions." Such information is incorporated herein by reference.

Item 14. *Principal Accounting Fees and Services*

The information required in response to this Item will be included in our Proxy Statement for our 2015 Annual Meeting of Stockholders under the captions "Principal Independent Auditor Fees" and "Audit Committee Pre-Approval Policies and Procedures." Such information is incorporated herein by reference.

PART IV

Item 15. ***Exhibits and Financial Statement Schedules***

(a) Documents filed as a part of this Annual Report on Form 10-K:

(1) Financial Statements

See Index to Consolidated Financial Statements and Schedule of this Annual Report on Form 10-K.

(2) Financial Statement Schedule

See Schedule II — Valuation and Qualifying Accounts and Reserves — Years Ended December 31, 2014, 2013 and 2012 of this Annual Report on Form 10-K.

(3) Exhibits

Exhibit Number	Description
2.1	Distribution Agreement dated as of March 30, 1998 among the Company, W. R. Grace & Co. — Conn., and W. R. Grace & Co. (Exhibit 2.2 to the Company's Current Report on Form 8-K, Date of Report March 31, 1998, File No. 1-12139, is incorporated herein by reference.)
2.2	Agreement and Plan of Merger, dated as of May 31, 2011, by and among Sealed Air Corporation, Solution Acquisition Corp. and Diversey Holdings, Inc. (the schedules and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K; a copy of any omitted schedule will be furnished supplementally to the Securities and Exchange Commission upon request). (Exhibit 2.1 to the Company's Current Report on Form 8-K, Date of Report May 31, 2011, File No. 1-12139, is incorporated herein by reference.)
3.1	Unofficial Composite Amended and Restated Certificate of Incorporation of the Company as currently in effect. (Exhibit 3.1 to the Company's Registration Statement on Form S-3, Registration No. 333-108544, is incorporated herein by reference.)
3.2	Amended and Restated By-Laws of the Company as currently in effect. (Exhibit 3.1 to the Company's Current Report on Form 8-K, Date of Report May 22, 2014, File No. 1-12139, is incorporated herein by reference.)
4.1	Indenture, dated as of February 6, 2009, of the Company, as Issuer, to U.S. Bank, National Association, as Trustee, regarding 12% Senior Notes Due 2014. (Exhibit 4.1 to the Company's Current Report on Form 8-K, Date of Report February 6, 2009, File No. 1-12139, is incorporated herein by reference.)
4.2	Form of Indenture between the Registrant and U.S. Bank, National Association, as Trustee. (Exhibit 4.2 to the Company's Registration Statement on Form S-3, Registration No. 333-157851, is incorporated herein by reference.)
4.3	Indenture, dated as of June 18, 2009, of the Company, as Issuer, to U.S. Bank, National Association, as Trustee, regarding the Company's 7.875% Senior Notes Due 2017. (Exhibit 4.1 to the Company's Current Report on Form 8-K, Date of Report June 12, 2009, File No. 1-12139, is incorporated herein by reference.)
4.4	Indenture, dated as of October 3, 2011, among Sealed Air, the Guarantors named therein and HSBC Bank USA, National Association, as Trustee, governing the 8.125% Senior Notes Due 2019 and 8.375% Senior Notes Due 2021. (Exhibit 4.1 to the Company's Current Report on Form 8-K, Date of Report October 3, 2011, File No. 1-12139, is incorporated herein by reference.)
4.5	Indenture, dated as of March 21, 2013, by and among Sealed Air Corporation, Guarantors party thereto and U.S. Bank National Association. (Exhibit 4.1 to the Company's Current Report on Form 8-K, Date of Report March 21, 2013, File No. 1-12139, is incorporated herein by reference.)

Exhibit Number	Description
4.6	Supplemental Indenture, dated as of March 20, 2013, by and among Sealed Air Corporation, Guarantors party thereto and U.S. Bank National Association. (Exhibit 4.3 to the Company’s Current Report on Form 8-K, Date of Report March 21, 2013, File No. 1-12139, is incorporated herein by reference.)
4.7	Form of 8.125% Senior Note due 2019. (Exhibit 4.2 to the Company’s Current Report on Form 8-K, Date of Report October 3, 2011, File No. 1-12139, is incorporated herein by reference.)
4.8	Form of 8.375% Senior Note due 2021. (Exhibit 4.3 to the Company’s Current Report on Form 8-K, Date of Report October 3, 2011, File No. 1-12139, is incorporated herein by reference.)
4.9	Form of 5.25% Senior Note due 2023. (Exhibit 4.2 to the Company’s Current Report on Form 8-K, Date of Report March 21, 2013, File No. 1-12139, is incorporated herein by reference.)
4.10	Indenture, dated as of November 24, 2014, by and among Sealed Air Corporation, Guarantors party thereto and Branch Banking and Trust Company. (Exhibit 4.1 to the Company’s Current Report on Form 8-K, Date of Report November 24, 2014, File No. 1-12139, is incorporated herein by reference.)
4.11	Form of 4.875% Senior Note due 2022. (Exhibit 4.2 to the Company’s Current Report on Form 8-K, Date of Report November 24, 2014, File No. 1-12139, is incorporated herein by reference.)
4.12	Form of 5.125% Senior Note due 2024 (Exhibit 4.3 to the Company’s Current Report on Form 8-K, Date of Report November 24, 2014, File No. 1-12139, is incorporated herein by reference.)
4.13	First Supplemental Indenture, dated as of November 21,2014, by and among Sealed Air Corporation, Guarantors party thereto and HSBC Bank USA, National Association. (Exhibit 4.4 to the Company’s Current Report on Form 8-K, Date of Report November 24, 2014, File No. 1-12139, is incorporated herein by reference.)
10.1	Employee Benefits Allocation Agreement dated as of March 30, 1998 among the Company, W. R. Grace & Co. — Conn. and W. R. Grace & Co. (Exhibit 10.1 to the Company’s Current Report on Form 8-K, Date of Report March 31, 1998, File No. 1-12139, is incorporated herein by reference.)
10.2	Tax Sharing Agreement dated as of March 30, 1998 by and among the Company, W. R. Grace & Co. — Conn. and W. R. Grace & Co. (Exhibit 10.2 to the Company’s Current Report on Form 8-K, Date of Report March 31, 1998, File No. 1-12139, is incorporated herein by reference.)
10.3	Agreement in Principle, dated November 27, 2002, by and among the Official Committee of Asbestos Personal Injury Claimants, the Official Committee of Asbestos Property Damage Claimants, the Company, and the Company’s subsidiary, Cryovac, Inc. (Exhibit 10.22 to the Company’s Annual Report on Form 10-K for the year ended December 31, 2002, File No. 1-12139, is incorporated herein by reference.)
10.4	Settlement Agreement and Release, dated November 10, 2003, by and among the Official Committee of Asbestos Personal Injury Claimants, the Official Committee of Asbestos Property Damage Claimants, the Company, and the Company’s subsidiary, Cryovac, Inc. (Exhibit 10.1 to the Company’s Amendment No. 3 to its Registration Statement on Form S-3, Registration No. 333-108544, is incorporated herein by reference.)
10.5	Sealed Air Corporation 2002 Stock Plan for Non-Employee Directors, as amended April 13, 2010. (Exhibit 10.7 to the Company’s Quarterly Report on Form 10-Q for the quarter ended March 31, 2010, File No. 1-12139, is incorporated herein by reference.)*
10.6	Sealed Air Corporation Deferred Compensation Plan for Directors. (Exhibit 10.8 to the Company’s Quarterly Report on Form 10-Q for the quarter ended March 31, 2010, File No. 1-12139, is incorporated herein by reference.)*
10.7	Amendment to the Sealed Air Corporation Deferred Compensation Plan for Directors.*
10.8	Sealed Air Corporation Executive Severance Plan, as amended and restated effective January 1, 2015.*

Exhibit Number	Description
10.9	Form of Stock Purchase Agreement for use in connection with the Company's 2002 Stock Plan for Non-Employee Directors. (Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2002, File No. 1-12139, is incorporated herein by reference.)*
10.10	Fees to be paid to the Company's Non-Employee Directors — 2012. (Exhibit 10.18 to the Company's Annual Report on Form 10-K for the year ended December 31, 2011, File No. 1-12139, is incorporated herein by reference.)*
10.11	Fees to be paid to the Company's Non-Employee Directors — 2013. (Exhibit 10.18 to the Company's Annual Report on Form10-K for the year ended December 31, 2012, File No. 1-12139, is incorporated herein by reference.)*
10.12	Fees to be paid to the Company's Non-Employee Directors — 2014. (Exhibit 10.13 to the Company's Annual Report on Form10-K for the year ended December 31, 2013, File No. 1-12139, is incorporated herein by reference.)*
10.13	Fees to be paid to the Company's Non-Employee Directors — 2015.*
10.14	2005 Contingent Stock Plan of Sealed Air Corporation, as amended and restated on July 11, 2013 (Exhibit 10.1 to the Company's Current Report on Form 8-K, Date of Report July 11, 2013, File No. 1-12139, is incorporated herein by reference.)*
10.15	Sealed Air Corporation Annual Incentive Plan, adopted February 18, 2010.*
10.16	Performance-Based Compensation Program of the Company, as amended February 14, 2013. (Annex E to the Company's Proxy Statement for the 2013 Annual Meeting of Stockholders, File No. 1-12139, is incorporated herein by reference.)*
10.17	Sealed Air Corporation Deferred Compensation Plan for Key Employees (Exhibit 10.1 to the Company's Current Report on Form 8-K, Date of Report June 25, 2013, file No. 1-12139, is incorporated herein by reference.)*
10.18	Sealed Air Corporation Policy on Recoupment of Incentive Compensation from Executives in the Event of Certain Restatements, as amended February 18, 2010. (Exhibit 10.2 to the Company's Current Report on Form 8-K, Date of Report February 18, 2010, File No. 1-12139, is incorporated herein by reference.)*
10.19	Form of Restricted Stock Agreement, approved December 18, 2008, for awards pursuant to the Stock Leverage Opportunity provision of the Company's annual incentive plan. (Exhibit 10.1 to the Company's Current Report on Form 8-K, Date of Report December 18, 2008, File No. 1-12139, is incorporated herein by reference.)*
10.20	Form of Restricted Stock Unit Agreement, approved February 14, 2013, for awards pursuant to the Stock Leverage Opportunity provision of the Company's annual incentive plan. (Exhibit 10.30 to the Company's Annual Report on Form 10-K for the year ended December 31, 2012, File No. 1-12139, is incorporated herein by reference.)*
10.21	Form of Restricted Stock Agreement, as amended, under the amended 2005 Contingent Stock Plan of Sealed Air Corporation. (Exhibit 10.3 to the Company's Current Report on Form 8-K, Date of Report December 18, 2008, File No. 1-12139, is incorporated herein by reference.)*
10.22	Form of Restricted Stock Unit Agreement, as amended, under the amended 2005 Contingent Stock Plan of Sealed Air Corporation. (Exhibit 10.4 to the Company's Current Report on Form 8-K, Date of Report December 18, 2008, File No. 1-12139, is incorporated herein by reference.)*
10.23	Form of Sealed Air Corporation Performance Share Units Award Grant 2012-2014 (Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2012, File No. 1-12139, is incorporated herein by reference.)*

Exhibit Number	Description
10.24	Form of Sealed Air Corporation Performance Share Units Award Grant 2013-2015. (Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2013, File No. 1-12139, is incorporated herein by reference.)*
10.25	Purchase Agreement, dated as of September 16, 2011, by and among the Company, as issuer, and Citigroup Global Markets Inc. and Merrill Lynch, Pierce, Fenner & Smith Incorporated, for themselves and the other initial purchasers named therein, regarding Sealed Air Corporation's 8.125% Senior Notes Due 2019 and 8.375% Senior Notes Due 2021 (Exhibit 10.1 to the Company's Current Report on Form 8-K, Date of Report September 16, 2011, File No. 1-12139, is incorporated herein by reference.)
10.26	Syndicated Facility Agreement, dated as of October 3, 2011, by and among Sealed Air, certain subsidiaries of Sealed Air party thereto, the lenders party thereto, Citibank, N.A., as agent and the other agents party thereto. (Exhibit 10.1 to the Company's Current Report on Form 8-K, Date of Report October 3, 2011, File No. 1-12139, is incorporated herein by reference.)
10.27	Series A Preferred Stock Purchase Agreement, dated as of October 3, 2011, by and among Diversey Holdings, Inc., Sealed Air and Solution Acquisition Corp. (Exhibit 10.1 to the Company's Current Report on Form 8-K, Date of Report October 3, 2011, File No. 1-12139, is incorporated herein by reference.)
10.28	Employment Agreement, dated August 29, 2012 between Jerome A. Peribere and the Company, as supplemented on October 11, 2012. (Exhibit 10.43 to the Company's Annual Report on Form 10-K for the year ended December 31, 2012, File No. 1-12139, is incorporated herein by reference.)*
10.29	Equity Interest Purchase Agreement, dated as of October 30, 2012, by and between Sealed Air Corporation, Sealed Air Netherlands Holdings V B.V., and DC Co., Ltd., as amended on November 9, 2012, and further amended November 14, 2012. (Exhibit 10.44 to the Company's Annual Report on Form 10-K for the year ended December 31, 2012, File No. 1-12139, is incorporated herein by reference.)
10.30	Restatement Agreement, dated November 15, 2012, by and among Sealed Air Corporation and certain subsidiaries of Sealed Air Corporation party thereto, the lenders party thereto, Citibank, N.A., as agent and other agents party thereto. (Exhibit 10.1 to the Company's Current Report on Form 8-K, Date of Report November 13, 2012, File No. 1-12139, is incorporated herein by reference.)
10.31	Amended and Restated Syndicated Facility Agreement, dated November 15, 2012, by and among Sealed Air Corporation and certain subsidiaries of Sealed Air Corporation party thereto, the lenders party thereto, Citibank, N.A., as agent and other agents party thereto. (Exhibit 10.2 to the Company's Current Report on Form 8-K, Date of Report November 13, 2012, File No. 1-12139, is incorporated herein by reference.)
10.32	Amendment No. 1, dated November 27, 2013, to the Amended and Restated Syndicated Facility Agreement by and among Sealed Air Corporation and certain subsidiaries of Sealed Air Corporation party thereto, the lenders party thereto, Citibank, N.A., as agent, and the other parties thereto. (Exhibit 10.1 to the Company's Current Report on Form 8-K, Date of Report November 27, 2013, File No. 1-12139, is incorporated herein by reference.)
10.33	Employment Agreement, dated December 1, 2010, between Yagmur Sagnak and the Company. (Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2013, File No. 1-12139, is incorporated herein by reference.)*
10.34	Registration Rights Agreement, dated February 3, 2014, by and between Sealed Air Corporation and the WRG Asbestos PI Trust as initial holder of the Settlement Shares. (Exhibit 10.1 to the Company's Current Report on Form 8-K, Date of Report February 3, 2014, File No. 1-12139, is incorporated herein by reference.)

Exhibit Number	Description
10.35	Form of Sealed Air Corporation 2014-2016 Special PSU Outperformance Award Grant. (Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2014, File No. 1-12139, is incorporated herein by reference.)*
10.36	Employment Agreement, dated February 25, 2013, between Ilham Kadri and the Company. (Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2014, File No. 1-12139, is incorporated herein by reference.)*
10.37	2014 Omnibus Incentive Plan (Exhibit 10.1 to the Company's Current Report on Form 8-K, Date of Report May 28, 2014, File No. 1-12139, is incorporated herein by reference.)*
10.38	Underwriting Agreement, dated June 9, 2014, by and among Sealed Air Corporation, the Trust and the Underwriter. (Exhibit 1.1 to the Company's Current Report on Form 8-K, Date of Report June 6, 2014, File No. 1-12139, is incorporated herein by reference.)
10.39	Stock Repurchase Agreement, dated June 6, 2014, by and between Sealed Air Corporation and the Trust. (Exhibit 10.1 to the Company's Current Report on Form 8-K, Date of Report June 6, 2014, File No. 1-12139, is incorporated herein by reference.)
10.40	Second Restatement Agreement, dated as of July 25, 2014, by and among Sealed Air Corporation and certain subsidiaries of Sealed Air Corporation party thereto, the lenders party thereto, Bank of America, N.A., as agent and the other financial institutions party thereto. (Exhibit 10.1 to the Company's Current Report on Form 8-K, Date of Report July 25, 2014, File No. 1-12139, is incorporated herein by reference.)
10.41	Second Amended and Restated Syndicated Facility Agreement, dated as of July 25, 2014, by and among Sealed Air Corporation and certain subsidiaries of Sealed Air Corporation party thereto, the lenders party thereto, Bank of America, N.A., as agent and the other financial institutions party thereto. (Exhibit 10.1 to the Company's Current Report on Form 8-K, Date of Report July 25, 2014, File No. 1-12139, is incorporated herein by reference.)
10.42	Letter Agreement, dated as of July 25, 2014, by and among Sealed Air Corporation, certain subsidiaries of Sealed Air Corporation party thereto and Bank of America, N.A., as agent. (Exhibit 10.1 to the Company's Current Report on Form 8-K, Date of Report July 25, 2014, File No. 1-12139, is incorporated herein by reference.)
10.43	Amendment No. 2 to Credit Agreement and Assumption Agreement. (Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2014, File No. 1-12139, is incorporated herein by reference.)
10.44	Form of Notice of Grant of Restricted Stock Unit Award (Time-Vesting) under the Sealed Air Corporation 2014 Omnibus Incentive Plan.*
10.45	Form of Notice of Grant of Restricted Stock Unit Award (Performance-Vesting) under the Sealed Air Corporation 2014 Omnibus Incentive Plan.*
10.46	Form of Notice of Grant of Restricted Stock Unit Award (Stock Leverage Opportunity) under the Sealed Air Corporation 2014 Omnibus Incentive Plan.*
10.47	Form of Notice of Grant of Restricted Stock Award (Time-Vesting) under the Sealed Air Corporation 2014 Omnibus Incentive Plan.*
12.1	Computation of Ratio of Earnings to Fixed Charges.
18	Preferability letter from KPMG LLP for change in accounting principle.
21	Subsidiaries of the Company.
23.1	Consent of KPMG LLP.

Exhibit Number	Description
31.1	Certification of Jerome A. Peribere, President and Chief Executive Officer of the Company, pursuant to Rule 13a-14(a), dated February 27, 2015.
31.2	Certification of Carol P. Lowe, Senior Vice President and Chief Financial Officer of the Company, pursuant to Rule 13a-14(a), dated February 27, 2015.
32	Certification of Jerome A. Peribere, President and Chief Executive Officer of the Company, and Carol P. Lowe, Senior Vice President and Chief Financial Officer of the Company, pursuant to 18 U.S.C. § 1350, dated February 27, 2015.
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema
101.CAL	XBRL Taxonomy Extension Calculation Linkbase
101.LAB	XBRL Taxonomy Extension Label Linkbase
101.PRE	XBRL Taxonomy Extension Presentation Linkbase
101.DEF	XBRL Taxonomy Extension Definition Linkbase

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* Compensatory plan or arrangement of management required to be filed as an exhibit to this report on Form 10-K.

In accordance with Rule 406T of Regulation S-T, the XBRL related information in Exhibit 101 shall not be deemed to be “filed” for purposes of Section 18 of the Exchange Act, or otherwise subject to the liability of that section, and shall not be deemed to be “filed” or part of any registration statement or other document filed for purposes of Sections 11 or 12 of the Securities Act or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

In lieu of filing certain instruments with respect to long-term debt of the kind described in Item 601(b)(4)(iii) of Regulation S-K, the Company agrees to furnish a copy of such instruments to the SEC upon request.

SEALED AIR CORPORATION AND SUBSIDIARIES

SCHEDULE II

Valuation and Qualifying Accounts and Reserves

Years Ended December 31, 2014, 2013 and 2012

Description	Balance at Beginning of Year	Charged to Costs and Expenses	Deductions	Foreign Currency Translation and Other	Balance at End of Year
(in millions)					
Year ended December 31, 2014:					
Allowance for doubtful accounts	$ 31.4	$ 8.0	$ (7.2) [1]	$ (3.4)	$ 28.8
Inventory obsolescence reserve	$ 24.9	$ 9.2	$ (1.6) [2]	$ (2.9)	$ 29.6
Year ended December 31, 2013:					
Allowance for doubtful accounts	$ 25.6	$ 11.6	$ (5.4) [1]	$ (0.4)	$ 31.4
Inventory obsolescence reserve	$ 27.5	$ (0.3)	$ (1.5) [2]	$ (0.8)	$ 24.9
Year ended December 31, 2012:					
Allowance for doubtful accounts	$ 15.9	$ 14.3	$ (7.8) [1]	$ 3.2	$ 25.6
Inventory obsolescence reserve	$ 23.3	$ 13.9	$ (14.1) [2]	$ 4.4	$ 27.5

(1) Primarily accounts receivable balances written off, net of recoveries.

(2) Primarily items removed from inventory.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

SEALED AIR CORPORATION
(Registrant)

By: /S/ JEROME A. PERIBERE
Jerome A. Peribere
President and Chief Executive Officer

Date: February 27, 2015

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated:

Signature	Title	Date
By: /S/ JEROME A. PERIBERE Jerome A. Peribere	President, Chief Executive Officer and Director (Principal Executive Officer)	February 27, 2015
By: /S/ CAROL P. LOWE Carol P. Lowe	Senior Vice President and Chief Financial Officer (Principal Financial Officer)	February 27, 2015
By: /S/ WILLIAM G. STIEHL William G. Stiehl	Chief Accounting Officer and Controller	February 27, 2015
By: /S/ HANK BROWN Hank Brown	Director	February 27, 2015
By: /S/ MICHAEL CHU Michael Chu	Director	February 27, 2015
By: /S/ LAWRENCE R. CODEY Lawrence R. Codey	Director	February 27, 2015
By: /S/ PATRICK DUFF Patrick Duff	Director	February 27, 2015
By: /S/ JACQUELINE B. KOSECOFF Jacqueline B. Kosecoff	Director	February 27, 2015
By: /S/ KENNETH P. MANNING Kenneth P. Manning	Director	February 27, 2015
By: /S/ WILLIAM J. MARINO William J. Marino	Director	February 27, 2015
By: /S/ RICHARD L. WAMBOLD Richard L. Wambold	Director	February 27, 2015
By: /S/ JERRY R. WHITAKER Jerry R. Whitaker	Director	February 27, 2015

Exhibit 10.7

SEALED AIR CORPORATION
DEFERRED COMPENSATION PLAN FOR DIRECTORS

Instrument of Amendment

Approved by the Board of Directors on December 19, 2013.

Statement of Purpose

The Corporation sponsors Sealed Air Corporation Deferred Compensation Plan for Directors (the "Plan"). The Corporation desires to amend the Plan as set forth herein to provide that dividend equivalents on stock units under the Plan will be credited as additional stock units rather than as a credit to the cash account. In accordance with Section 7 of the Plan, this Instrument has been approved by the Board of Directors of the Corporation.

NOW, THEREFORE, the Corporation hereby amends the Plan, effective as of the date hereof, as follows:

1.The first sentence of Section 5(b) of the Plan is amended in its entirety to read as follows:

"If cash dividends should be paid on the Corporation's Common Stock while any Participant has a Stock Account, each applicable Participant's Stock Account shall be credited with additional full or fractional Stock Units for such cash dividends based on the number of Stock Units in the Stock Account on the applicable dividend record date and calculated based on the "Fair Market Value Per Share" of the Common Stock on the applicable dividend payment date (as such term is defined in the Directors Stock Plan)."

2.The last sentence of Section 6(c) of the Plan is amended in its entirety to read as follows:

"The number of shares of Common Stock equal to the number of Stock Units in the Stock Account as of such December 31 shall be issued to the Participant (or to the Participant's designated beneficiary, if appropriate) between January 1 and January 31 of the following year; *provided*, *however*, that no fractional shares of Common Stock shall be issued, but instead the number of shares to be issued as part of each payment shall be rounded to the nearest whole number of shares."

3.Except as expressly or by necessary implication amended hereby, the Plan shall continue in full force and effect.

Exhibit 10.8

SEALED AIR CORPORATION EXECUTIVE SEVERANCE PLAN

ARTICLE 1
Purpose

Sealed Air Corporation (the "**Plan Sponsor**"), on behalf of each participating entity included as the Company, hereby adopts the Sealed Air Corporation Executive Severance Plan (the "**Plan**"), effective as of the Effective Date. The Plan is established to provide financial assistance to a Participant whose Employment is terminated due to an Involuntary Termination of Employment occurring on or after the Effective Date. This document is an amendment and restatement of the Plan effective as of January 1, 2015 to reflect a change in certain choice of law and venue provisions in connection with a relocation of the Plan Sponsor's corporate headquarters.

The Plan, as a "severance pay arrangement" within the meaning of Section 3(2)(B)(i) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), is intended to meet all applicable requirements of ERISA and regulations thereunder, as in effect from time to time. The Plan is intended to be and shall be administered and maintained as an unfunded "welfare plan" under Section 3(1) of ERISA, and is intended to be exempt from the reporting and disclosure requirements of ERISA as an unfunded welfare plan for a select group of management or highly compensated employees.

The establishment of the Plan shall not affect or modify the rights of a Participant with respect to severance benefits under any individual employment agreement or change in control agreement with a Participant (exclusive of termination treatment provisions in equity awards) (each, an "**Agreement**"). In no event may a Participant receive severance benefits under both this Plan and an Agreement, or any other arrangement with the Company, except to the extent the Company expressly determines otherwise. If a Participant has an Agreement and such Agreement provides for the payment of severance benefits in connection with a Participant's Involuntary Termination of Employment, to the extent the events giving rise to the Involuntary Termination of Employment are covered by such Agreement, such Agreement and not this Plan shall govern the payment of severance benefits relating to such Involuntary Termination of Employment. In addition, the establishment of this Plan does not nullify or replace any non-competition, release of claims or other agreements between the Company and any of its employees or former employees entered into in connection with any such Agreements.

ARTICLE 2
Definitions

2.1 Affiliate. All members of any controlled group within the meaning of Code Sections 414(b) and (c) that includes the Plan Sponsor.

2.2 Board. The Board of Directors of the Plan Sponsor.

2.3 Cause. Any conduct of a Participant contained in the following list:

(a) the Participant engaging in fraud, embezzlement, or theft in connection with the Participant's duties or in the course of his or her employment;

(b) an act or omission by the Participant that is willfully or grossly negligent, contrary to the Company's established policies or practices, or materially harmful to the Company's business or reputation or to the business of the Company's customers or suppliers as it relates to the Company;

(c) the Participant's plea of no contest to, or conviction of, a felony;

(d) the Participant's substantial failure to perform his or her duties after receiving notice of the failure from the Plan Administrator, which failure has not been cured within thirty (30) days after the Participant receives notice of the failure; or

(e) the Participant's breach of a restrictive covenant under Section 4.6.

2.4 Change in Control. The occurrence of any of the following events:

(a) Any person becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Securities Exchange Act of 1934) of 30% or more of the outstanding voting securities of the Plan Sponsor entitled to vote generally in the

election of directors (“**Outstanding Voting Securities**”); *provided*, *however*, that, for purposes of this definition, the following acquisitions shall not constitute a Change in Control: (i) any acquisition directly from the Plan Sponsor, (ii) any acquisition by the Plan Sponsor, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Plan Sponsor, or (iv) any acquisition pursuant to a reorganization, merger, statutory share exchange, consolidation, sale of all or substantially all of the Plan Sponsor’s assets, or the acquisition of assets or stock of another entity by the Plan Sponsor, or other corporate transaction involving the Plan Sponsor or any of its subsidiaries (a “**Corporate Transaction**”) that complies with subsections (b), (c) and (d) of this definition;

(b) Continuing Directors cease for any reason to constitute at least a majority of the Board;

(c) Consummation of a Corporate Transaction unless, following such Corporate Transaction, (i) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Voting Securities immediately prior to such Corporate Transaction beneficially own, directly or indirectly, more than 50% of the then-outstanding combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body) of the entity resulting from such Corporate Transaction (including, without limitation, an entity that, as a result of such transaction, owns the Plan Sponsor or all or substantially all of the Plan Sponsor’s assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership of the Outstanding Voting Securities immediately prior to such Corporate Transaction, (ii) no person (excluding any corporation resulting from such Corporate Transaction or any employee benefit plan (or related trust) of the Plan Sponsor or such corporation resulting from such Corporate Transaction) beneficially owns, directly or indirectly, 30% or more of the combined voting power of the then-outstanding voting securities of such entity, except to the extent that such ownership existed prior to the Corporate Transaction, and (iii) at least a majority of the members of the board of directors (or, for a non-corporate entity, equivalent governing body) of the entity resulting from such Corporate Transaction were Continuing Directors at the time of the execution of the initial agreement or of the action of the Board providing for such Corporate Transaction; or

(d) The stockholders of the Plan Sponsor give approval of a complete liquidation or dissolution of the Plan Sponsor.

Notwithstanding the foregoing, if it is determined that any amounts payable hereunder are subject to the requirements of Section 409A of the Code and payable upon a Change in Control, the Plan Sponsor will not be deemed to have undergone a Change in Control unless the Plan Sponsor is deemed to have undergone a “change in control event” pursuant to the definition of such term in Section 409A of the Code.

2.5 COBRA. The Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

2.6 Code. The Internal Revenue Code of 1986, as amended from time to time (including any valid and binding governmental regulations, court decisions and other regulatory and judicial authority issued or rendered thereunder).

2.7 Company. The Plan Sponsor, its successor and assigns, and any of its United States Affiliates that, with the consent of the Plan Sponsor, adopt the Plan for the benefit of their employees. The Plan Sponsor may act on behalf of any such adopting Affiliate for purposes of this Plan.

2.8 Compensation. A Participant’s annualized base pay at the rate in effect on his or her Separation Date, and in all cases excluding bonuses, commissions, overtime or any other form of variable or extra compensation.

2.9 Continuing Director. A director of the Plan Sponsor who is serving as such on the Effective Date and any person who is approved as a nominee or elected to the Board by a majority of the Continuing Directors who are then members of the Board, but excluding, for this purpose, any such person whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consent by or on behalf of a person other than the Board.

2.10 Disabled or Disability. An incapacity that has resulted in qualification of a Participant to receive long-term disability benefits under The Sealed Air Long Term Disability Insurance Plan. If the Participant is not covered by The Sealed Air Long Term Disability Insurance Plan, the Participant is considered to have a Disability if the Participant’s incapacity results in a determination by the Social Security Administration that the Participant is entitled to a Social Security disability benefit. The Plan Administrator may establish uniform and nondiscriminatory time limits for such determination by the Social Security Administration and for notice of such determination to be provided to the Plan Administrator in order for such incapacity to be a Disability under the Plan.

2.11 Effective Date. February 5, 2014.

2.12 Employment. A Participant's employment with the Company, beginning on the Participant's original date of hire and ending on the Participant's Separation Date. To the extent required by any applicable purchase agreement or as otherwise determined by the Plan Sponsor, a Participant's period of Employment also includes, if applicable, time with any entity prior to the entity being acquired by or merging with the Company.

2.13 Good Reason. "Good Reason" as defined under a Participant's employment agreement with the Company, in the event one exists, or otherwise a Participant's termination of Employment following the initial existence of one or more of the following conditions without the consent of the Participant:

(a) a material diminution in the Participant's base compensation;

(b) a material diminution in the Participant's authority, duties, or responsibilities; or

(c) a material change in the geographic location at which the Participant must perform the services; *provided*, *however*, that a relocation of less than fifty (50) miles from the Participant's then present location will not be considered a material change in geographic location.

For a termination of Employment to constitute a termination for Good Reason, the Participant must provide notice to the Company of the existence of the condition described above within thirty (30) days of the initial existence of the condition, upon the notice of which the Company has thirty (30) days to remedy the condition. If the condition is not remedied by the Company within thirty (30) days of the notice, the Participant must terminate his or her employment within thirty (30) days after the failure to remedy the condition.

2.14 Involuntary Termination of Employment. A Participant's termination of Employment, other than by reason of death or Disability, (a) by the Company without Cause, or (b) by the Participant for Good Reason.

2.15 Participant. Any individual selected by the Plan Administrator to participate in the Plan pursuant to Article 3.

2.16 Plan. The Sealed Air Corporation Executive Severance Plan, as stated herein and as may be amended from time to time.

2.17 Plan Administrator. The Organization and Compensation Committee of the Board or any committee or other person or persons designated by the Board to administer the Plan pursuant to Section 5.2, which shall control and manage the operation and administrative of the Plan as the named fiduciary.

2.18 Plan Year. The calendar year. The first Plan Year shall begin on the Effective Date and end on December 31, 2014.

2.19 Separation Date. A Participant's last day of active Employment (i.e., the last day the Participant works for the Company) due to an Involuntary Termination of Employment which entitles the Participant to benefits from the Plan.

2.20 Severance Benefits. Benefits paid to a Participant pursuant to Article 4.

2.21 Welfare Benefits. The basic life insurance, accidental death and dismemberment insurance, long- and short-term disability insurance, and medical, dental, and vision insurance benefits provided by the Company to a given Participant (and any eligible dependents).

2.22 Year of Service. A Participant's aggregate period of Employment divided into whole years, subject to the following rules:

(a) Any absence of Employment for a period of 12 or more successive months shall be excluded;

(b)Any remaining partial period of Employment of at least six months shall be rounded up to be considered as a full Year of Service;

(c) Any remaining partial period of Employment of less than six months shall not be included when calculating Years of Service;

(d) The Years of Service of any Participant who previously was eligible for severance benefits under the Plan or any other plan, program, policy or arrangement sponsored by the Company and is subsequently rehired by the Company shall be canceled in an amount determined by the Company as appropriate to avoid the duplication of the payment of Severance Benefits related to the period of Employment prior to rehire for which severance benefits were earlier paid.

ARTICLE 3
Eligibility for Benefits Guidelines

3.1 Participation Requirements. The Plan Administrator may designate, in its sole discretion and from time to time, one or more employees of the Company to participate in the Plan as Participants.

3.2 Notice of Participation. The Plan Administrator shall provide each Participant selected to participate in the Plan with a letter notifying the Participant of his or her participation in the Plan and the potential Severance Benefits payable under the Plan.

3.3 Eligibility for Severance Benefits. Under these guidelines, a Participant shall be eligible for Severance Benefits, as determined pursuant to Article 4, if the Participant meets all of the following conditions:

(a) incurs an Involuntary Termination of Employment;

(b) executes and returns to the Plan Administrator a general written release and waiver of claims, in such form as determined by the Plan Administrator from time to time, within 21 days (or, to the extent required by applicable law, 45 days) after the Participant's Separation Date and does not revoke such waiver of claims within 7 days after its execution;

(c) is in compliance with the covenants set forth in Section 4.6 on the Separation Date;

(d) returns to the Company any property of the Company that has come into the Participant's possession; and

(e) performs all transition and other matters required of the Participant by the Company following his or her Involuntary Termination of Employment.

3.4 Ineligibility for Benefits. Under these guidelines, a Participant shall not be eligible to receive Severance Benefits pursuant to Article 4 in the event of any of the following:

(a) The Participant's termination of Employment for any reason other an Involuntary Termination of Employment (for example, termination of Employment by the Company for Cause, by the Participant without Good Reason, or due to the Participant's death or Disability); or

(b) The amendment or termination of the Plan to eliminate a Participant's eligibility to receive Severance Benefits prior to his or her Separation Date, in accordance with Section 6.1.

ARTICLE 4
Severance Benefits Guidelines

4.1 Severance Benefits.

(a) Involuntary Termination of Employment Not in Connection with a Change in Control. Upon a Participant's Involuntary Termination of Employment not occurring upon or within two years following a Change in Control, the Participant shall be entitled to receive:

(i) salary continuation payments for the period of time specified in the following table (the "**Severance Period**") based on the Participant's Years of Service on the Participant's Separation Date;

Participant's Years of Service	Severance Period
Less than 1	None
Between 1 and 2	3 months of Compensation
Between 2 and 3	6 months of Compensation
Between 3 and 5	9 months of Compensation
More than 5	12 months of Compensation

(ii) for a period ending upon the earlier of (x) the number of months in the Participant's Severance Period (determined under Section 4.1(a)(i)) following the Separation Date and (y) the date on which the Participant becomes entitled to comparable Welfare Benefits from another employer:

(A) subject to the Participant's proper election to continue healthcare coverage under COBRA, payment by the Company of the Participant's COBRA premiums, less the amount that the Participant would be required to contribute for such healthcare coverage if the Participant were an active employee;

(B) continued coverage under the Company's other Welfare Benefit plans, to the extent that such continued coverage is permitted by the terms of the applicable plan (including any related insurance contract) and applicable law; and

(C) with respect to any Welfare Benefits that cannot be provided under subsection (B) pursuant to the terms of the applicable plan (including any related insurance contract) or applicable law, cash payments equal to the aggregate premiums that the Company would have paid for the Participant for such Welfare Benefits during the period.

(b) Involuntary Termination of Employment in Connection with a Change in Control. Upon a Participant's Involuntary Termination of Employment occurring upon or within two years following a Change in Control, the Participant shall be entitled to receive:

(i) an amount equal to two years of Compensation;

(ii) for a period ending upon the earlier of (x) 18 months following the Separation Date and (y) the date on which the Participant becomes entitled to comparable Welfare Benefits from another employer:

(A) subject to the Participant's proper election to continue healthcare coverage under COBRA, payment by the Company of the Participant's COBRA premiums, less the amount that the Participant would be required to contribute for such healthcare coverage if the Participant were an active employee;

(B) continued coverage under the Company's other Welfare Benefit plans, to the extent that such continued coverage is permitted by the terms of the applicable plan (including any related insurance contract) and applicable law; and

(C) with respect to any Welfare Benefits that cannot be provided under subsection (B) pursuant to the terms of the applicable plan (including any related insurance contract) or applicable law, cash payments equal to the aggregate premiums that the Company would have paid for the Participant for such Welfare Benefits during the period; and

(iii) full vesting of all outstanding equity compensation awards. In that regard, for any unvested performance-based award, the target payout opportunities attainable under such award shall be deemed to have been fully earned as of the Separation Date based upon the greater of: (A) an assumed achievement of all relevant performance goals at the "target" level, or (B) the actual level of achievement of all relevant performance goals against target as of the Company's fiscal quarter end preceding the Change in Control. The post-employment exercise period of any outstanding stock option or similar award shall be as provided under the applicable award agreement. The provisions of this Section 4.1(b)(iii) shall apply only to the extent more favorable to the Participant than under the applicable award agreement and only to the extent permitted by the applicable stock plan.

4.2 Commencement of Severance Benefits.

(a) The Severance Benefits payable to a Participant under Section 4.1(a) shall be paid out in installments in accordance with the Company's payroll practices over the applicable payment periods described in Section 4.1(a)(i) and (a)(ii)(C), beginning on the first regularly scheduled payroll date occurring on or after the 60th day following the Separation Date (the "**First Payroll Date**"), and any amounts that would otherwise have been paid prior to the First Payroll Date shall be paid on the First Payroll Date. Solely for purposes of Section 409A of the Code, each installment payment is considered a separate payment.

(b) The Severance Benefits payable to a Participant under Section 4.1(b)(i) and (b)(ii)(C) shall be paid out in a lump sum cash payment on the first regularly scheduled payroll date occurring on or after the 60th day following the Separation Date.

4.3 Payment of Severance Benefits Upon Death of Participant. If a Participant dies after Severance Benefits become payable under the Plan but prior to the date payment of Severance Benefits is completed, the actuarial equivalent present value of the Severance Benefits remaining to be paid, as determined solely by the Plan Administrator, shall be paid in a single lump sum no later than March 15 following the calendar year in which the Participant's death occurs to the Participant's legal surviving spouse, or if none, to the Participant's estate. Notwithstanding any provision of the Plan to the contrary, no Severance Benefits shall be paid following the death of the Participant unless the Company receives any release, agreement, waiver or other document required to be provided by the Participant's surviving spouse or estate, as applicable, as a condition of receipt of Severance Benefits within the time frame required under the applicable release, agreement, waiver or other document but no later than 60 days following the Participant's death, to the extent required by the Plan Administrator.

4.4 Cessation of Benefits. Payment of Severance Benefits under the Plan shall cease immediately:

(a) Upon discovery by the Company that the Participant, while working as an employee of the Company, engaged in any activity which would have constituted Cause; or

(b) Upon discovery by the Company that the Participant has violated confidentiality, non-competition, non-solicitation or other covenants to which the Participant may be subject under Section 4.6.

4.5 Repayment of Benefits. The Company reserves the right to recover Severance Benefits in the event a Participant violates any covenant to which he or she is subject under Section 4.6 or commits an action or conduct that constitutes Cause.

4.6 Restrictive Covenants. To be eligible to receive Severance Benefits, a Participant must enter into standard Company agreements regarding protection of confidential information and ownership of trade secrets and inventions. In addition to any covenants set forth in such standard Company agreements, in consideration for participation in the Plan, the covenants set forth on Exhibit A shall apply to each Participant, even if more restrictive than the covenants contained in such standard Company agreements. In order to participate in the Plan, the Company may require a Participant to acknowledge in writing that he or she is subject to the restrictive covenants set forth on Exhibit A.

ARTICLE 5
Plan Administration

5.1 Plan Administrator's Authority. The Plan Administrator shall have full and complete authority to enforce the Plan in accordance with its terms and shall have all powers necessary to accomplish that purpose, including, but not limited to, the following:

(a) To apply and interpret the Plan in its absolute discretion, including the authority to construe disputed provisions;

(b) To determine all questions arising in its administration, including those related to the eligibility of persons to become Participants and eligibility for Severance Benefits, and the rights of Participants;

(c) To compute and certify the amount of Severance Benefits payable to Participants;

(d) To authorize all disbursements in accordance with the provisions of the Plan;

(e) To employ and reasonably compensate accountants, attorneys and other persons to render advice or perform services for the Plan as it deems necessary;

(f) To make available to Participants upon request, for examination during business hours, such records as pertain exclusively to the examining Participant; and

(g) To appoint an agent for service of legal process.

All decisions of the Plan Administrator based on the Plan and documents presented to it shall be final and binding upon all persons.

5.2 Appointment of Separate Administrator. The Plan Sponsor may appoint a separate Plan Administrator which shall be an officer of the Plan Sponsor or a committee consisting of at least two persons. Members of any such committee may resign by written notice to the Plan Sponsor and the Plan Sponsor may appoint or remove members of the committee. A Plan Administrator consisting of more than one person shall act by a majority of its members at the time in office and may authorize any one or more of its members to execute any document or documents on behalf of the Plan Administrator.

5.3 Claims for Benefits. Generally, an obligation of the Plan to provide Severance Benefits to a Participant arises only when a written offer of Severance Benefits has been communicated by the Plan Administrator to the Participant. A Participant not receiving Severance Benefits who believes that he is eligible for such benefits, or a Participant disputing the amount of Severance Benefits, or any such Participant's or Participant's authorized representative (the "**Claimant**") may request in writing that his claim be reviewed by the Plan Administrator. All such claims for benefits must be submitted to the Plan Administrator at the address of the Plan Sponsor's corporate headquarters within 60 days after the Participant's termination of employment. The review of all claims for benefits shall be governed by the following rules:

(a) Time Limits on Decision. Unless special circumstances exist, a Claimant who has filed a claim shall be informed of the decision on the claim within 90 days of the Plan Administrator's receipt of the written claim. This period may be extended by an additional 90 days if special circumstances require an extension of time, provided the Participant is notified of the extension within the initial 90-day period. The extension notice shall indicate:

(i) The special circumstances requiring the extension of time; and

(ii) The date, no later than 180 days after receipt of the written claim, by which the Claimant can expect to receive a decision.

(b) Content of Denial Notice. If a claim for benefits is partially or wholly denied, the Claimant will receive a written notice that:

(i) States the specific reason or reasons for the denial;

(ii) Refers to the specific Plan provisions on which the denial is based;

(iii) Describes and explains the need for any additional material or information that the Claimant must supply in order to perfect the claim; and

(iv) Describes the Plan's review procedures and the time limits applicable to such procedures, including a statement of the Claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review.

5.4 Appeal of Denied Claims. If the Claimant's claim is denied and he or she wants to submit a request for a review of the denied claim, the following rules apply:

(a) Review of Denied Claim. If a Claimant wants his or her denied claim to be reconsidered, the Claimant must send a written request for a review of the claim denial to the Plan Administrator no later than 60 days after the date on which he or she receives written notification of the denial. The Claimant may include any written comments, documents, records or other information relating to the claim for benefits. The Claimant shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relating to the claim for benefits. The Plan Administrator's review shall take into account all comments, documents, records and other information submitted by the Claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

(b) Decision on Review. The Plan Administrator shall review the denied claim and provide a written decision within 60 days of the date the Plan Administrator receives the Claimant's written request for review. This period may be extended by an additional 60 days if special circumstances require an extension of time, provided the Participant is notified of the extension within the initial 60-day period. The extension notice shall indicate:

(i) The special circumstances requiring the extension of time; and

(ii) The date, no later than 120 days after receipt of the written request for review, by which the Claimant can expect to receive a decision.

(c) Content of Denial Notice. If a claim for benefits is partially or wholly denied on appeal, the Claimant will receive a written notice that:

(i) States the specific reason or reasons for denial;

(ii) Refers to the specific Plan provisions on which the denial is based;

(iii) Includes a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim; and

(iv) Includes a statement of the right to bring a civil action under Section 502(a) of ERISA.

5.5 Limitations on Legal Actions; Dispute Resolution. Claimants must follow the claims procedures described in this Article 5 before taking action in any other forum regarding a claim for benefits under the Plan. Furthermore, any such action initiated by a Claimant under the Plan must be brought by the Claimant within one year of a final determination on the claim for benefits under these claims procedures, or the Claimant's benefit claim will be deemed permanently waived and abandoned, and the Claimant will be precluded from reasserting it. Further, after following the claims procedures described in this Article 5, except with respect to enforcement of any covenants in connection with Section 4.6, the following provisions apply to any further disputes that may arise regarding this Plan:

(a) In the event of any dispute, claim, question or disagreement arising out of or relating to this Plan, the parties shall use their best efforts to settle such dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other, in good faith, and, recognizing their mutual interests, attempt to reach a just and equitable resolution satisfactory to both parties.

(b) If the parties do not reach such a resolution within a period of 30 days, then any such unresolved dispute or claim, upon notice by any party to the other, shall be submitted to and finally settled by arbitration in accordance with the Commercial Arbitration Rules (the "**Rules**") of the AAA in effect at the time demand for arbitration is made by any such party. The parties shall mutually agree upon a single arbitrator within 30 days of such demand. In the event that the parties are unable to so agree within such 30 day period, then within the following 30 day period, one arbitrator shall be named by each party. A third arbitrator shall be named by the two arbitrators so chosen within ten 10 days after the appointment of the first two arbitrators. In the event that the third arbitrator is not agreed upon, he or she shall be named by the AAA. Arbitration shall occur in the State of North Carolina or such other location as may be mutually agreed to by the parties.

(c) The award made by all or a majority of the panel of arbitrators shall be final and binding, and judgment may be entered based upon such award in any court of law having competent jurisdiction. The award is subject to confirmation, modification, correction or vacation only as explicitly provided in Title 9 of the United States Code. The parties acknowledge that this Plan evidences a transaction involving interstate commerce. The United States Arbitration Act and the Rules shall govern the interpretation, enforcement, and proceedings pursuant to this Section 5.5. Any provisional remedy which would be available from a court of law shall be available from the arbitrators to the parties to this Plan pending arbitration. Either party may make an application to the arbitrators seeking injunctive relief to maintain the status quo, or may seek from a court of competent jurisdiction any interim or provisional relief that may be necessary to protect the rights and property of that party, until such times as the arbitration award is rendered or the controversy otherwise resolved.

(d) To the full extent permitted by law and upon presentation of appropriate documentation, all reasonable legal fees and expenses incurred by a Participant as a result of any dispute under this Section 5.5 involving the validity or enforceability of, or liability under, any provision of this Plan (including as a result of any dispute involving the amount of any payment or other benefit due pursuant to this Plan) shall be paid by the Company if the Company unreasonably or maliciously contested the validity or enforceability of any provision of this Plan.

(e) By agreeing to binding arbitration, a Participant must waive his or her right to a jury trial. The claims covered by this Section 5.5 include any statutory claims regarding a Participant's Employment or the termination of his or her Employment, including without limitation claims regarding workplace discrimination.

ARTICLE 6
Plan Amendment and Termination

6.1 Power to Amend and Terminate. The Plan Sponsor may at any time terminate or amend the Plan in its sole discretion with respect to any or all Participants and Participants for any reason, including altering, reducing or eliminating benefits to be paid to Participants who have not yet experienced a Separation Date; *provided, however*, that any amendment or termination that eliminates potential Severance Benefits for a Participant shall not be effective until one year after notice is provided to the Participant. The provisions of the Plan as in effect at the time of a Participant's Separation Date shall control any Plan benefits paid to that Participant, unless modified by the Plan Sponsor or otherwise specified in the Plan.

6.2 Successor Employer. Any successor to all or any portion of the business of the Plan Sponsor may, with the consent of the Plan Sponsor, continue the Plan. Such successor shall succeed to all the rights, powers, and duties of the Plan Sponsor. The Employment of any Participant who continues in the employ of the successor shall not be deemed to have been terminated or severed for purposes of this Plan.

ARTICLE 7
Miscellaneous Provisions

7.1 Section 280G. Notwithstanding any other provision of this Plan or any other plan, arrangement or agreement to the contrary, if any of the payments or benefits provided or to be provided by the Company or its Affiliates to a Participant or for a Participant's benefit pursuant to the terms of this Plan or otherwise ("**Covered Payments**") constitute "parachute payments" within the meaning of Section 280G of the Code and would, but for this Section 7.1 be subject to the excise tax imposed under Section 4999 of the Code (or any successor provision thereto) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (collectively, the "**Excise Tax**"), then the Covered Payments shall be payable either (i) in full or (ii) reduced to the minimum extent necessary to ensure that no portion of the Covered Payments is subject to the Excise Tax, whichever of the foregoing (i) or (ii) results in the Participant's receipt on an after-tax basis of the greatest amount of benefits after taking into account the applicable federal, state, local and foreign income, employment and excise taxes (including the Excise Tax). Any determination required under this Section 7.1 shall be made by the Company in its sole discretion.

7.2 Section 409A. It is intended that the payments and benefits set forth in Article 4 are, to the greatest extent possible, exempt from the application of Code Section 409A and the Plan shall be construed and interpreted accordingly. However, if the Company (or, if applicable, the successor entity thereto) determines that all or a portion of the payments and benefits provided under the Plan constitute "deferred compensation" under Section 409A and that the Participant is a "specified employee" of the Company or any successor entity thereto, as such term is defined in Section 409A(a)(2)(B)(i), then, solely to the extent necessary to avoid the incurrence of the adverse personal tax consequences under Section 409A, the timing of the applicable payments shall be delayed until the first payroll date following the six-month anniversary of the Participant's "separation from service" (as defined under Section 409A) and the Company (or the successor entity thereto, as applicable) shall (A) pay to the Participant a lump sum amount equal to the sum of the payments that the Participant would otherwise have received during such six-month period had no such delay been imposed and (B) commence paying the balance of the payments in accordance with the applicable payment schedule set forth in the Plan. For purposes of Section 409A, each installment payment provided under the Plan shall be treated as a separate payment. To the extent required by Section 409A, any payments to be made to a Participant upon his termination of employment shall only be made upon such Participant's separation from service. The Company makes no representations that the payments and benefits provided under the Plan comply with Section 409A and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Participant on account of noncompliance with Section 409A.

7.3 Limitation on Liability. In no event shall the Company, the Plan Administrator or any officer or director of the Company incur any liability for any act or failure to act with respect to the Plan.

7.4 Non-Assignment of Benefits. Benefits paid under the Plan are for the sole use of Plan Participants. Except as required by law, benefits provided under the Plan cannot be assigned, transferred or pledged to anyone as collateral for a debt or other obligation.

7.5 Construction. Words used in the masculine gender shall include the feminine and words used in the singular shall include the plural, as appropriate.

7.6 Conflict with Applicable Law. If any provisions of ERISA or other applicable law render any provision of this Plan unenforceable, such provision shall be of no force and effect only to the minimum extent required by such law.

7.7 Contract of Employment. Nothing contained in this Plan shall be construed to constitute a contract of employment between the Company and any employee or impose on the Company an obligation to retain any Participant as an employee, to continue any Participant's current employment status or to change any employment policies of the Company, nor shall any provision hereof restrict the right of the Company to discharge any of its employees or restrict the right of any such employee to terminate his or her employment with the Company.

7.8 Source of Benefits. The Plan is intended to be an unfunded welfare benefit plan for purposes of ERISA and a severance pay arrangement within the meaning of Section 3(2)(B)(i) of ERISA. All benefits payable pursuant to the Plan shall be paid or provided by the Company from its general assets. The Plan is not intended to be a pension plan described in Section 3(2)(A) of ERISA.

7.9 Withholding. The Company shall have the authority to withhold or cause to have withheld applicable income and payroll taxes from any payments made under the Plan to the extent required by law.

7.10 Governing Law. The Plan will be construed and enforced according to the laws of the State of North Carolina (other than its laws respecting choice of law) to the extent, if any, not preempted by ERISA.

EXHIBIT A

Restrictive Covenants

For purposes of this Exhibit A, "**Parent**" means an entity which is a holding company of or holds a controlling interest in the Company; "**Affiliates**" means a subsidiary of the Company or the Parent of the Company or a company over which the Company or any holding of the Company has control; and the definition of each of the Company, Parent and Affiliates, includes any of their successors-in-interest.

The Company, Parent and the Affiliates are part of the global holdings of Sealed Air Corporation, a publicly traded corporation incorporated under the laws of the state of Delaware, U.S.A., the primary purpose of which is to serve as the umbrella entity for the Company. The Company, Parent and the rest of the Affiliates located throughout the world are engaged in the development, research, manufacture, distribution and sale of food and beverage, protective, shrink and medical applications packaging; specialty materials; and cleaning, sanitation and hygiene products in the food and beverage, hospitality, healthcare, retail, food services or building service contractors sectors.

1. Acknowledgements. The Participant acknowledges that the Company is engaged in the highly competitive business of the development, research, manufacture, distribution, and sale of food and beverage, protective, shrink and medical applications packaging; specialty materials; and cleaning, sanitation and hygiene products in the food and beverage, hospitality, healthcare, retail, food services or building service contractors sectors, and that the Participant serves in an executive, managerial, research, or sales capacity, and/or other designated position for the Company. Further, the Participant acknowledges that in the course of the Participant's employment with the Company, the Participant (i) has been given and will continue to be given access to trade secrets and other Confidential Information (as hereinafter defined); (ii) has participated and will continue to participate in the development of, execution of, and/or usage of inventions, products, concepts, strategies, methods, or technologies which are related to the Company's business; (iii) has been given and will continue to be given specialized training relating to the Company's products and/or processes; and/or (iv) has been given and will continue to be given access to the Company's customers and other business relationships.

2. Non-Disparagement. During the Participant's employment with the Company and thereafter, the Participant will not make or publish any disparaging or derogatory statements about the Company, its products, parent and any of the Affiliates, together with their past, present and future officers, directors, employees, attorneys and agents. Disparaging or derogatory statements include, but are not limited to, negative statements regarding the Company's business or other practices; provide, nothing herein shall prohibit the Participant from providing any information as may be compelled by law or legal process or may be a protected disclosure under statutory law.

3. Non-Disclosure of Confidential Information. The Participant acknowledges that Confidential Information is a valuable, special, and unique asset of the Company, Parent, and the Affiliates, and agrees to the following:

(a) Confidential Information Defined. The term "**Confidential Information**" includes but is not limited to, any and all of the Company's Parent's or Affiliates' trade secrets, confidential and proprietary information and all other information and data of the Company that is not generally known to the public or other third parties who could derive economic value for its use or disclosure. Confidential Information includes, without limitation, the following: (i) marketing, sales, and advertising information such as lists of actual or potential customers; customer preference data; marketing and sales techniques, strategies, efforts, and data; merchandising systems and plans; confidential customer information including identification of key purchasing personnel, account status, needs and ability to pay; business plans; product development and delivery schedules; market research and forecasts; marketing and advertising plans, techniques, and budgets; overall pricing strategies; the specific advertising programs and strategies utilized, and the success or lack of success of those programs and strategies; (ii) organizational information such as personnel and salary data; merger, acquisition and expansion information; information concerning methods of operation; divestiture information; and competitive information pertaining to the Company's distributors; (iii) financial information such as product costs; supplier information; overhead costs; profit margins; banking and financing information; and pricing policy practices; (iv) technical information such as secret processes or machines, research projects, product specifications, compounds, formulas, improvements, discoveries, developments, designs, inventions, techniques, new products and training methods; (v) information disclosed to the Participant as part of a training process; and (vi) information of third parties provided to the Participant subject to non-disclosure restrictions for use in the Participant's business for the Company. Confidential Information also includes any work product created by the Participant in rendering services for the Company.

(b) Non-Disclosure of Confidential Information. During the Participant's employment with the Company and thereafter, the Participant will not disclose, transfer, or use (or seek to induce others to disclose, transfer, or use) any Confidential Information for any purpose other than (i) disclosure to authorized employees and agents of the Company who are bound to maintain the confidentiality of the Confidential Information; and/or (ii) for authorized purposes during the course of the Participant's employment

in furtherance of the Company's business. the Participant's non-disclosure obligations shall continue as long as the Confidential Information remains confidential and shall not apply to information that becomes generally known to the public through no fault or action of the Participant or others who were under non-disclosure obligations as to such information.

(c) Protection of Confidential Information. The Participant will notify the Company in writing of any circumstances which may constitute unauthorized disclosure, loss, transfer, or use of Confidential Information. The Participant will use the Participant's best efforts to protect Confidential Information from unauthorized disclosure, loss, transfer, or use. The Participant will implement and abide by all procedures adopted by the Company to prevent unauthorized disclosure, loss, transfer, or use of Confidential Information.

4. Ownership of Confidential Information and Inventions.

(a) Invention Defined. The term "**Invention**" includes but is not limited to ideas, programs, processes, systems, machinery, equipment, intellectual property, works of authorship, copyrightable materials, discoveries, and/or improvements of which the Participant conceives alone or in conjunction with others during the Participant's employment with the Company and/or one (1) year after the Participant's employment ends which relate to the Company's present or future business. An Invention is covered by this Exhibit A regardless of whether (i) the Participant conceived of the Invention in the scope of the Participant's employment; or (ii) the Invention is patentable.

(b) Ownership of Confidential Information and Inventions. Confidential Information and Inventions are solely the property of the Company. The Participant agrees that the Participant does not have any rights, title, or interest in any of the Confidential Information or Inventions. Notwithstanding, the Participant may be recognized as the inventor of an Invention without retaining any other rights associated therewith.

(c) Disclosure and Assignment of Inventions. The Participant hereby assigns to the Company all right, title and interest the Participant may have in any Inventions that are developed, made, authored, or conceived by the Participant (whether alone or with others) during the Participant's employment with the Company or during such post-employment period described in Section 4(a) of this Exhibit A. The Participant agrees to: (i) promptly disclose all such Inventions in writing to the Company; (ii) keep complete and accurate records of all such Inventions, which records shall be the Company property and shall be retained on the Company premises; and (iii) execute such documents and do such other acts as may be necessary in the opinion of the Company to establish and preserve the Company's property rights in all such Inventions. The Participant will, whenever requested to do so by the Company during employment by the Company or thereafter, at expense of the Company, render such reasonable assistance and execute and assign patent applications, patents, copyrights, copyright registrations and other instruments as the Company shall deem necessary or advisable in order to apply for, obtain and from time to time enforce United States patents or patents in foreign countries covering any such Inventions and to place in the Company or its nominees, the sole and exclusive right in and to such Inventions, patent applications, patents and copyrights. This section shall not apply to any Invention for which no equipment, supplies, facility or trade secret information of the Company was used and which was developed entirely on the Participant's own time, and (1) which does not relate (a) directly to the business of the Company or (b) to the Company's actual or demonstrably anticipated research or development, or (2) which does not result from any work performed by the Participant for the Company.

5. Return of Confidential Information and Company Property. Immediately upon termination of the Participant's employment with the Company, for whatever reason, the Participant shall return to the Company all of the Company's property relating to the Company's business, including without limitation all of the Company's property which is in the possession, custody, or control of the Participant such as Confidential Information, documents, hard copy files, copies of documents and electronic information/files.

6.Obligations to Other Entities or Persons. The Participant warrants that the Participant is not bound by the terms of a confidentiality agreement or any other legal obligations which would either preclude or limit the Participant from disclosing or using any of the Participant's ideas, inventions, discoveries or other information or otherwise fulfilling the Participant's obligations as an employee to the Company and under any applicable employment contract, if any, and also under this Exhibit A. While employed by the Company, the Participant shall not disclose or use any confidential information belonging to another entity or other person in the performance of the Participant's duties and responsibilities to the Company.

7. Conflict of Interest and Duty of Loyalty. During the Participant's employment with the Company, the Participant shall not engage, directly or indirectly, in any activity, employment or business venture, whether or not for remuneration, that (i) is competitive with the Company's business; (ii) deprives or potentially could deprive the Company of any business opportunity; (ii) conflicts or potentially could conflict with the Company's business interests; or (iv) is otherwise detrimental to the Company, including but not limited to preparations to engage in any of the foregoing activities.

8. Non-Competition Covenants. The Company and the Participant acknowledge and agree that the following non-competition covenants are reasonable and necessary to protect the legitimate interests of the Company, Parent and Affiliates, including, without limitation, the protection of Confidential Information, Inventions and goodwill. The Participant agrees to, and covenants to comply with, each of the following separate and divisible restrictions:

(a) Definitions.

(1) "**Competing Product**" is defined as (a) any of the following products, services, processes, solutions, equipment, machinery and services: (i) any food and/or beverage packaging product, process, solution, equipment, machinery or service, including but not limited to fresh food packaging technologies, vacuum shrink, tray lidding, horizontal flow packaging, vertical flow packaging, thermoforming; (ii) any protective packaging product, process, solution, equipment, machinery, or service, including but not limited to inflatables, protective and cushioned wraps, mailers and shipping bags, foam packaging, corrugated packaging, corrugated packaging, automated packaging systems, paper products, or loose fill; (iii) any shrink packaging product, process, service, equipment or machinery, including but not limited to performance shrink films, shrink sleeve labels; (iv) any specialty materials product, process, solution, equipment, machinery or service, including but limited to alternative energy, cold chain solutions, consumer products, automotive, composite processing, vacuum insulation panels, or personal protection; (v) any medical applications packaging product, process, solution or service, including but not limited to custom thermoformed products, medical films or pharmaceutical films; (vi) any cleaning, sanitation, and hygiene product, process, solution, equipment, machinery or service sold to or applied in the following sectors: food and beverage, hospitality, healthcare, retail, food services or building service contractors, and such other sectors as the Company may be serving at the time of the Participant's termination of employment with the Company; (vii) any other product, process, solution, equipment, machinery, or service, in each case that is similar to (or would serve as a substitute for) and competitive with any of the above described products, processes, solutions, equipment, machinery, or services; (viii) any other product, process, solution, equipment, machinery, or service, in each case that the Company, Parent and/or Affiliate is researching, developing, manufacturing, distributing, selling and/or providing at the time of the Participant's termination of employment with the Company; and/or (ix) any product, process, solution, equipment, machinery, or service that is similar to (or would serve as a substitute for) and competitive with any product, process, solution, equipment, machinery, or service that the Company, Parent and/or Affiliate is researching, developing, manufacturing, distributing, selling and/or providing at the time of the Participant's termination of employment with the Company; and (b) which the Participant worked in conjunction with or obtained any trade secret or other Confidential Information about at any time during the two (2) years immediately preceding the termination of the Participant's employment with the Company.

(2) "**Competing Organization**" is defined as any organization that researches, develops, manufactures, markets, distributes and/or sells one or more Competing Products or has plans to research, develop, manufacture, market, distribute, and/or sell one or more Competing Products. A Competing Organization is diversified if (a) it controls or is in common control of entities which conduct business in an industry other than food and/or beverage packaging, protective packaging, shrink packaging, specialty materials, medical applications packaging, or cleaning, sanitation and hygiene products in the food and beverage, hospitality, healthcare, retail, food services or building service contractors industries, or (b) operates multiple business divisions, units, lines or segments some of which do not involve any Competing Products.

(3) "**Prohibited Capacity**" is defined as: (i) the same or similar capacity or function in which the Participant worked for the Company at any time during the last two (2) years of the Participant's employment; (ii) any executive or managerial capacity; (iii) any sales or sales management capacity; (iv) any research or research management capacity; and/or (v) any other capacity in which the Participant's knowledge of Confidential Information and/or Inventions would provide a competitive advantage to a Competing Organization.

(4) "**Restricted Geographic area**" is defined as the Continental United States and all other countries, territories, or states in which the Company is doing business or is selling its products at the time of termination of the Participant's employment with the Company, and includes the countries, states, and/or provinces in which the Participant worked for the Company during the two (2) years immediately preceding the termination of the Participant's employment with the Company.

(5) "**Non-Competition Period**" is defined (a) the period that the Participant is employed by the Company; and (b) a post-employment period of eighteen (18) months after the Participant's last day of employment with the Company, unless otherwise extended by the Participant's breach of this Exhibit A.

(6) "**Customer**" is defined as any distributor, entity or person with respect to whom, as of the termination of the Participant's employment with the Company or at any time during the two (2) years prior to such employment termination, the Company sold or provided any products and/or services.

(7) "**Active Prospect**" is defined as any person or entity that the Participant identified, marketed to, and/or held discussions with regarding the research, development, manufacture, distribution, and/or sale of any of the Company's products or

services at any time during the last twelve (12) months of the Participant's employment with the Company, and/or any person or entity that the Company identified, marketed to, and/or held discussions with regarding the research, development, manufacture, distribution, and/or sale of any Company's products or services at any time during the last twelve (12) months of the Participant's employment with the Company.

(b) Restrictive Covenants. During the Non-Competition Period, the Participant agrees to be bound by each of the following independent and divisible restrictions:

(1) The Participant will not, within the Restricted Geographic Area, be employed by, work for, consult with, provide services to, or lend assistance to any Competing Organization in a Prohibited Capacity.

(2) The Participant will not be employed by, work for, consult with, provide services to, or lend assistance to any Competing Organization in any capacity if it is likely that as part of such capacity, the Participant would inevitably use and/or disclose any of the Company's trade secrets or other Confidential Information.

(3) The Participant may be employed by, work for, consult with, provide services to, or lend assistance to any Competing Organization provided that: (i) the Competing Organization's business is diversified; (ii) the part of the Competing Organization's diversified business with which the Participant will be affiliated is not the same part of the Company's business with which the Participant was affiliated during the last two (2) years of the Participant's employment with the Company; (iii) the Participant's affiliation with the Competing Organization does not involve any Competing Products; (iv) the Participant provides the Company with a written description of the Participant's anticipated activities on behalf of the Competing Organization which includes, without limitation, an assurance satisfactory to the Company that the Participant's affiliation with the Competing Organization does not constitute a Prohibited Capacity; and (v) the Participant's affiliation with the Competing Organization would not likely cause the Participant to inevitably use and/or disclose any of the Company's trade secrets or other Confidential Information.

(4) The Participant will not be employed by, work for, consult with, provide services to or lend assistance to any Customers or Active Prospects in the Restricted Geographic Area in a capacity or role that involves any Competing Products and is competitive with the business of the Company.

(5) The Participant will not provide, sell, market, assist in the provision, selling or marketing of, or attempt to provide, sell or market any Competing Products to any of the Company's Customers located in Restricted Geographic Area or otherwise solicit or communicate with any of the Company's Customers located in the Restricted Geographic Area for the purpose of selling, marketing or providing, assisting in the provision, selling or marketing of, or attempting to sell, market or provide any Competing Products.

(6) The Participant will not provide, sell, market, attempt to provide, sell or market, or assist any person or entity in the sale or provision of, any Competing Products to any of the Company's Customers with respect to whom, at any time during the two (2) years immediately preceding the termination of the Participant's employment with the Company, the Participant had any sales or service contact on behalf of the Company, the Participant had any business contact on behalf of the Company, the Participant had any sales or service responsibility (including without limitation any supervisory or managerial responsibility) on behalf of the Company, or the Participant had access to, or gained knowledge of, any Confidential Information concerning the Company's business with such customer, or otherwise solicit or communicate with any such customers for the purposes of selling or providing any Competing Products.

(7) The Participant will not provide, sell, market, attempt to provide, sell or market, or assist any person or entity in the sale or provision of, any Competing Products to any of the Company's Active Prospects, or otherwise solicit or communicate with any of the Company's Active Prospects for the purpose of selling or providing any Competing Products.

(8) The Participant will not urge, induce or seek to induce any of the Company's independent contractors, subcontractors, distributors, brokers, consultants, sales representatives, customers, vendors, suppliers or any other person or entity with whom the Company has or has had a business relationship during the twelve (12) months immediately preceding the termination of the Participant's employment with the Company to terminate their relationship with, or representation of, the Company or to cancel, withdraw, reduce, limit or in any manner modify any such person's or entity's business with, or representation of, the Company.

(9) The Participant will not solicit, recruit, hire, employ, engage or retain, or assist any Competing Organization in the solicitation, recruitment, hiring, employment, engagement or retention of, any of the Company's distributors, sales representatives, or consultants located in the Restricted Geographic Area, for any competitive purpose.

(10) The Participant will not employ, engage in personal service or favor (whether or not compensated), solicit for employment, advise or recommend to any other person or entity that such person or entity employ, or solicit for employment, any

individual now or hereafter employed by the Company, or otherwise induce or entice any such employee to leave his/her employment with the Company to work for, consult with, provide services to, or lend assistance to any Competing Organization.

(11) The Participant agrees that the divisible covenants contained in this Exhibit A prohibit the Participant from engaging in the restricted activities directly or indirectly, whether on the Participant's behalf or on behalf of or for the benefit of any other person or entity, including for the Participant's benefit, and that all of the covenants restrict the Participant from engaging in activities for a competitive purpose.

(12) The Non-Competition Period shall not expire during any period in which the Participant is in violation of any of the restrictive covenants set forth herein, and all restrictions shall automatically be extended by the period the Participant was in violation of any such restrictions.

9. Reasonableness of Terms. The Participant acknowledges and agrees that the restrictive covenants contained in this Exhibit A are reasonably necessary to protect the Company's, Parent's and Affiliates' legitimate interests in Confidential Information, Inventions, and goodwill. Additionally, the Participant acknowledges and agrees that the restrictive covenants are reasonable in all respects, including, but not limited to, temporal duration, scope of prohibited activities and geographic area. The Participant further acknowledges and agrees that the restrictive covenants set forth in this Exhibit A will not pose any hardship on the Participant and that the Participant will reasonably be able to earn an equivalent livelihood without violating any provision of this Exhibit A.

10. Severability, Modification of Restrictions. The covenants and restrictions in this Exhibit A are separate and divisible, and to the extent any clause, portion or section of this Exhibit A is determined to be unenforceable or invalid for any reason, the Company and the Participant acknowledge and agree that such unenforceability or invalidity shall not affect the enforceability or validity of the remainder of this Exhibit A. If any particular covenant, provision or clause of this Exhibit A is determined to be unreasonable or unenforceable for any reason, including, without limitation, the temporal duration, scope of prohibited activity, and/or geographic area covered by any non-competition, non-solicitation, non-disparagement or non-disclosure covenant, provision or clause, the Company and the Participant acknowledge and agree that such covenant, provision or clause shall automatically be deemed reformed such that the contested covenant, provision or clause will have the closest effect permitted by applicable law to the original form and shall be given effect and enforced as so reformed to whatever extent would be reasonable and enforceable under applicable law. The parties agree that any court interpreting the provisions of this Exhibit A shall have the authority, if necessary, to reform any such provision to make it enforceable under applicable law.

11. Remedies. The Participant acknowledges that a breach or threatened breach by the Participant of this Exhibit A will give rise to irreparable injury to the Company and the money damages will not be adequate relief for such injury. Accordingly, the Participant agrees that the Company shall be entitled to obtain injunctive relief, including, but not limited to, temporary restraining orders, preliminary injunctions and/or permanent injunctions, without having to post any bond or other security, to restrain or prohibit such breach or threatened breach, in addition to any other legal remedies which may be available. In addition to all other relief to which it shall be entitled, the Company shall be entitled to continue to enforce this Exhibit A and recover from the Participant all litigation costs and attorneys' fees incurred by the Company in any action or proceeding relating to this Exhibit A in which the Company prevails in any respect, including but not limited to, any action or proceeding in which the Company seeks enforcement of this Exhibit A or seeks relief from the Participant's violation of this Exhibit A.

12. Survival of Obligations. The Participant acknowledges and agrees that the Participant's obligations under this Exhibit A, including, without limitation, the Participant's non-disclosure and non-competition obligations, shall survive the termination of the Participant's employment with the Company, whether or not such termination is with or without cause or whether or not it is voluntary or involuntary. The Participant further acknowledges and agrees that: (a) the Participant's non-disclosure, non-disparagement, non-solicitation and non-competition covenants set forth in Sections 3 and 8 of this Exhibit A shall be construed as independent covenants and that no breach of any contractual or legal duty by the Company shall be held sufficient to excuse or terminate the Participant's obligations under Sections 3 and 8 of this Exhibit A or to preclude the Company from obtaining injunctive relief or other remedies for the Participant's violation or threatened violation of such covenants, and (b) the existence of any claim or cause of actions by the Participant against the Company, whether predicted on this Exhibit A or otherwise, shall not constitute a defense to the Company enforcement of the Participant's obligations under Sections 3 and 8 of this Exhibit A.

13. Governing Law and Choice of Forum. This Exhibit A shall be construed and enforced in accordance with the laws of the State of North Carolina, notwithstanding any state's choice-of-law rules to the contrary. The parties hereby submit to the jurisdiction of the State and Federal Courts in the State of North Carolina and waive any right to challenge or otherwise object to personal jurisdiction or venue, in any action commenced or maintained in such courts. Language translations aside, the English version shall govern.

14. Successors and Assigns. The Company shall have the right to assign this Exhibit A, and, accordingly, this Exhibit A shall inure to the benefit of, and may be enforced by, any and all successors and assigns of the Company, including without limitation by asset assignment, stock sale, merger, consolidation or other corporate reorganization, and shall be binding on the Participant, the Participant's executors, administrators, personal representatives or other successors in interest. The services to be provided by the Participant to the Company are personal to the Participant, and the Participant shall not have the right to assign the Participant's duties under this Exhibit A.

15. Modification. This Exhibit A may not be amended, supplemented, or modified except by a written document signed by both the Participant and a duly authorized officer of the Company.

16. No Waiver. The failure of the Company to insist in any one or more instances upon performance of any of the provisions of this Exhibit A or to pursue its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights.

17. Counterparts. This Exhibit A may be executed in counterparts, each of which shall be deemed an original, but both of which when taken together will constitute one and the same agreement.

18. Entire Agreement. This Exhibit A constitutes the entire agreement of the parties with respect to the subjects specifically addressed herein, and supersedes any prior agreements, understandings or representations, oral or written, on the subjects addressed herein. Notwithstanding the foregoing, to the extent the Participant has an existing non-competition, confidentiality, and/or non-solicitation agreement in favor of the Company and has breached or violated the terms thereof, the Company may continue to enforce its rights and remedies under and pursuant to such existing agreement.

The Participant's signature below indicates that the Participant has read Exhibit A and the Plan in their entirety, the Participant understands what the Participant is signing, and is signing it voluntarily. The Participant agrees that the Company advised the Participant to consult with an attorney prior to signing this Exhibit A.

"PARTICIPANT"		"COMPANY"	
______________________		By:	______________________
Name:	______________________	Title:	______________________
Date:	______________________	Date:	______________________

Exhibit 10.13

Fees to be Paid to the Non-Employee Directors

of

Sealed Air Corporation (the "Corporation")

2015

Members of the Board of Directors who are not officers or employees of the Corporation or any subsidiary of the Corporation ("non-employee directors") shall be paid the following directors' fees in cash, payable quarterly in arrears on or about the first day of the succeeding calendar quarter, which fees shall be in addition to retainers payable to non-employee directors under the Sealed Air Corporation 2002 Stock Plan for Non-Employee Directors:

(i) for each non-employee director who is designated as chair of the Audit Committee, a fee of Six Thousand Two Hundred Fifty Dollars ($6,250) per calendar quarter for serving as chair, and for each other member of the Audit Committee, a fee of Two Thousand Five Hundred Dollars ($2,500) per calendar quarter for serving as a member;

(ii) for each non-employee director who is designated as chair of the Nominating and Corporate Governance Committee, a fee of Three Thousand Seven Hundred Fifty Dollars ($3,750) per calendar quarter for serving as chair, and for each other member of the Nominating and Corporate Governance Committee, a fee of One Thousand Eight Hundred Seventy Five Dollars ($1,875) per calendar quarter for serving as a member;

(iii) for each non-employee director who is designated as chair of the Organization and Compensation Committee, a fee of Five Thousand Dollars ($5,000) per calendar quarter for serving as chair, and for each other member of the Organization and Compensation Committee, a fee of Two Thousand Five Hundred Dollars ($2,500) per calendar quarter for serving as a member;

(iv) a fee of Two Thousand Dollars ($2,000) per day for special assignments undertaken by a non-employee director at the request of the Board or any committee of the Board or for attending a director education program; and

(v) meeting fees as approved by the Board of Directors for non-employee directors who serve on any special committee or for attendance at special meetings of the Board of Directors or a committee of the Board of Directors in the event of a major transaction, etc.

The amount of the Annual Retainer (as defined in the Sealed Air Corporation 2002 Stock Plan for Non-Employee Directors) to be paid to the non-employee directors of the Corporation who are elected at the 2015 Annual Meeting of Stockholders is $100,000 payable in shares of Common Stock plus $85,000 payable in cash unless the non-employee director elects payment of the cash portion in shares of Common Stock.

The amount of the Annual Retainer to be paid to the independent Chairman of the Board is $160,000 payable in shares of Common Stock plus $136,000 payable in cash unless the Chairman elects payment of the cash portion in shares of Common Stock.

Under the Sealed Air Corporation Deferred Compensation Plan for Directors, a non-employee director may elect to defer all or part of his or her Annual Retainer until the director retires from the Board. None of the other fees mentioned above are eligible to be deferred.

Exhibit 10.15

SEALED AIR CORPORATION ANNUAL INCENTIVE PLAN

As effective for the 2010 and later performance years

1. Purpose. The purpose of the Annual Incentive Plan (the "Plan") is to enhance the ability of Sealed Air Corporation and its subsidiaries (collectively, the "Company") to motivate, attract, and retain the services of individuals upon whose judgment, interest, and special effort the successful conduct of the Company's operation is largely dependent. The Plan furthers these goals by providing eligible employees of the Company an opportunity to participate in the Company's success by earning annual incentive compensation in the form of a cash bonus (and in certain cases, a stock award) based on the achievement by the Company of certain pre-established goals and the employees' contributions towards meeting the goals.

2. Eligibility. Participation in the Plan will be limited to those key employees that are selected for participation on an annual basis. Key employees selected for participation each year will be notified about their participation and about the goals and objectives for the year early in the year. Newly hired key employees or employees promoted into an eligible role will be notified about their participation in the Plan in connection with such hiring or promotion. Each eligible employee will have a target bonus expressed as a percentage of base salary, dollar amount or other method of expression.

3. Determination of Annual Bonuses.

(a) Determination of Company-Wide Pool. The target Company-wide annual bonus pool for a calendar year will equal the sum of all of the individual target awards of participating employees for the year. The funding of the Company-wide annual bonus pool for the year will be determined as a percentage of the target pool as follows:

(i) Early in the year, the Organization and Compensation Committee (the "Committee") of the Board of Directors will establish a schedule based on overall Company performance for the year (measured by one or more Company-wide financial, strategic or other goals, with related weightings if more than one goal is selected), with a threshold level of goal attainment below which no pool would be funded and a maximum level of goal attainment at or above which a maximum pool would be funded, in each case subject to subparagraphs (ii), (iii) and (iv) below. The schedule will be reviewed and may be adjusted each year by the Committee.

(ii) The Committee will have discretion to fund a portion of the pool if an extraordinary event occurs that adversely affects Company performance (such as a natural disaster causing significant business disruption) and the Committee determines nonetheless that the Company performed well relative to its peers.

(iii) If a Company-wide bonus pool is funded for a year per the applicable schedule established in subparagraph (i) above, the Committee may in its discretion, upon consultation with the Chief Executive Officer ("CEO"), adjust the funded pool for the year up or down by up to 25% of the target pool to recognize quality of earnings, performance relative to peers, or other facts.

(iv) In addition, a minimum funded pool equal to 25% of the target Companywide annual bonus pool will be available to award exceptional business unit or individual performance, even if Company-wide performance falls below the threshold level for the year per the schedule established in subparagraph (i) above.

(b) Allocation of Pool to Corporate, Business Units and Functions. The CEO will divide the funded Company-wide pool determined in section (a) above among Corporate, Business Units and Functions based on a review of each unit's performance for the year. In that regard, each Business Unit and Function will have its own performance goals (financial, strategic or otherwise) for the year to be considered in determining the allocation.

(c) Allocation to Individuals. The funded Company-wide annual bonus pool for a year will be allocated as individual bonus awards as follows: (i) the Committee will determine the annual bonus award for the CEO, subject to section 4(b) below; (ii) the Committee, upon recommendation by the CEO, will determine the annual bonus awards for (A) the Company's other executive officers, subject to section 4(b) below to the extent applicable, and (B) any other eligible employees whose compensation is determined by the Committee; and (iii) annual bonus awards to all other eligible employees will be determined by the CEO, applicable Business Unit or Function heads or their respective designees, all in accordance with Company practices as in effect from time to time, and linked to individual performance ratings. A correlation between performance ratings and payments will be expected.

4. Special Provisions for Senior Management Team.

(a) Stock Leverage Opportunity. Each year, officers and senior executives of the Company selected by the Committee will be given a leveraged opportunity to receive an award of restricted stock or restricted stock units granted under the Company's 2005 Contingent Stock Plan in lieu of cash as part (either 0%, 25%, 50%,75% or 100%) of their annual bonus award. The portion provided in stock may be given a premium to be determined by the Committee each year and will be rounded up to the nearest whole share. The stock price used in the calculation will be the closing sale price of the Company's common stock on the New York Stock Exchange Composite Tape on the first day of the applicable performance year on which shares of the Company's common stock are sold. The grant date for such award will be established by the Committee and will be no earlier than the date the Committee determines the annual bonus award for an executive officer and no later than March 15 of the year in which the annual bonuses for the year are otherwise paid. The portion of such award of restricted stock or restricted stock units representing the portion of the bonus payable as restricted stock or restricted stock units will vest on the grant date but will be subject to a Period of Restriction (as defined in the 2005 Contingent Stock Plan) that ends on the second anniversary of the grant date regardless of whether the officer or senior executive remains employed by the Company through the Period of Restriction, provided that the Period of Restriction shall end earlier upon the death or disability (as defined in the 2005 Contingent Stock Plan) of the officer or senior executive prior to the second anniversary of the grant date. The portion of such award of restricted stock or restricted stock units representing the premium, if any, will vest 100% on the second anniversary of the grant date, provided that the portion representing the premium will vest earlier upon the death or disability of the officer or senior executive prior to the second anniversary of the grant date. If the employment of the officer or senior executive should be terminated for any reason other than death or disability prior to the vesting date, then the portion of the award of restricted stock or restricted stock units representing the premium shall be forfeited. All other terms and conditions of the restricted stock or restricted stock unit award will be set forth in an Award Grant consistent with the requirements of the 2005 Contingent Stock Plan. Each eligible officer or other senior executive will be required to complete a stock leverage opportunity election form each year on which he or she will acknowledge that the annual bonus for the year is subject to the Company's Policy on Recoupment of Incentive Compensation. To be effective, stock leverage opportunity elections for a year must be made at such time as determined by the Company consistent with the requirements of Section 409A of the Internal Revenue Code and otherwise in accordance with such procedures as the Company may establish from time to time.

(b) Maximum Bonuses Under Performance-Based Compensation Program. For the CEO and any other participant in the Company's Performance-Based Compensation Program during a year, the annual bonus and restricted stock or restricted stock unit award, if any, under subsection (a) above for the year will be limited to the maximum bonus or award amount as determined under the applicable pre-established objective performance formula for the year per the terms of that program.

5. Timing of Payments. Annual bonus awards will be determined and paid no later than March 15 following the applicable performance year.

6. Impact of Termination of Employment. Except as the Company may otherwise determine in its discretion, payment to an eligible employee of an annual bonus for a year is conditioned on the employee remaining continuously employed with the Company or its subsidiaries and affiliates through the applicable payment date.

7. Other Provisions.

(a) Payments will be net of applicable taxes and/or withholdings.

(b) Payments will be taken into account for purposes of the Company's employee benefit plans and programs only to the extent provided under the terms of such plans and programs.

(c) Committee and Company management discretion serves as final authority over the Plan, its interpretation and all incentive awards and their payment.

(d) This Plan may be modified or discontinued at any time with or without notice at the discretion of the Company. Participation in this Plan cannot be construed to constitute a contract of employment or otherwise between the Company or any of its subsidiaries or affiliates and any of its employees. Plan participation does not limit the Company from terminating the employment of an employee at any time, with or without cause or notice. Participation in the Plan during a year does not imply participation in any subsequent year. This Plan shall be administered, interpreted and enforced so as to ensure its compliance with all applicable laws, and nothing herein is intended or should be construed to violate any such law.

Exhibit 10.44

NOTICE OF GRANT OF RESTRICTED STOCK UNIT AWARD
(TIME-VESTING)

SEALED AIR CORPORATION
2014 OMNIBUS INCENTIVE PLAN

FOR GOOD AND VALUABLE CONSIDERATION, Sealed Air Corporation (the "**Company**") hereby grants this Restricted Stock Unit Award (the "**Award**") of the number of Restricted Stock Units set forth in this Notice of Grant of Restricted Stock Unit Award (the "**Notice**") to the Grantee designated in this Notice, pursuant to the provisions of the Company's 2014 Omnibus Incentive Plan (the "**Plan**") and subject to certain restrictions as outlined below in this Notice and the additional provisions set forth in the attached Terms and Conditions of Restricted Stock Units Award (the "**Terms**"). Together, this Notice, the attached Terms and all Exhibits and Appendices hereto constitute the "**Agreement**." The terms and conditions of the Plan are incorporated by reference in their entirety into this Agreement. When used in this Agreement, the terms which are defined in the Plan shall have the meanings given to them in the Plan, as modified herein (if applicable).

Grantee: **[__________]**

Grant Date: **[__________]**

# of Restricted Stock Units: **[________]**

Vesting Schedule: Subject to the terms of the Plan and this Agreement, the Restricted Stock Units shall become earned and vested, and shares of Stock shall be issued in settlement of vested Restricted Stock Units, in accordance with the following schedule, in the event the Grantee does not have a Separation from Service prior to the applicable vesting date(s):

Vesting Date	% Vesting
Third anniversary of Grant Date	100%

Only a whole number of Restricted Stock Units will become vested as of any given vesting date. If the number of Restricted Stock Units determined as of a vesting date is a fractional number, the number vesting will be rounded down to the nearest whole number with any fractional portion carried forward. No Restricted Stock Units shall become earned and vested following Grantee's Separation from Service, except as expressly provided in the Notice below, as applicable, or as otherwise provided pursuant to the terms of the Plan.

Impact of Separation from Service on Vesting: See Exhibit A

Acceleration of Vesting on or following a Change in Control: See Exhibit A

The Grantee must accept this Agreement electronically pursuant to the online acceptance procedure established by the Company within ninety (90) days; otherwise, the Company may, in its sole discretion, rescind the Award in its entirety.

EXHIBIT A

Separation from Service and Change in Control

(a) Impact of Separation from Service; Change in Control. If the Grantee has a Separation from Service before any of the vesting date(s) specified under "Vesting Schedule" in the Notice, then any unearned Restricted Stock Units shall become earned and vested or be canceled depending on the reason for Separation from Service as follows:

(i) Death or Disability. If the Grantee has a Separation from Service due to the Grantee's death or Disability, any unearned Restricted Stock Units shall become immediately earned and vested as of the date of such Separation from Service.

(ii) Change in Control. Notwithstanding anything in this Agreement to the contrary but subject to the provisions of Section 16.3.1(i) of the Plan, if (A) a Change in Control occurs and (B) on or after the Change in Control and on or before the second anniversary of the Change in Control either (1) the Grantee has a Separation from Service by action of the Company or the Grantee's employing Subsidiary for any reason other than Cause (excluding due to the Grantee's death or Disability) or (2) the Grantee has a Separation from Service for Good Reason, then any unearned Restricted Stock Units shall become immediately earned and vested as of the date of such Separation from Service.

(iii) Any other Separation from Service. If the Grantee has a Separation from Service for any reason other than as specified in subparagraphs (i) or (ii) above, any Restricted Stock Units that were not already earned and vested pursuant to the schedule specified under "Vesting Schedule" in the Notice as of the date of the Separation from Service shall be immediately canceled as of the date of Separation from Service.

(b) Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

"**Cause**" shall be defined as that term is defined in the Grantee's offer letter or other applicable employment agreement; or, if there is no such definition, "Cause" means any conduct of a Grantee contained in the following list: (i) the Grantee engaging in fraud, embezzlement, or theft in connection with the Grantee's duties or in the course of his or her employment; (ii) an act or omission by the Grantee that is willfully or grossly negligent, contrary to the Company's or employing Subsidiary's established policies or practices, or materially harmful to the Company's or any Subsidiary's business or reputation or to the business of the Company's or any Subsidiary's customers or suppliers as it relates to the Company or such Subsidiary; (iii) the Grantee's plea of no contest to, or conviction of, a felony; (iv) the Grantee's substantial failure to perform his or her duties after receiving notice of the failure from the Company or employing Subsidiary, which failure has not been cured within thirty (30) days after the Grantee receives notice of the failure; or (v) the Grantee's breach of any non-competition or confidentiality covenant between the Grantee and the Company or any Subsidiary.

"**Disability**" shall be defined as permanent and total disability as determined in each case by the Committee in its discretion, which determination shall be final. Notwithstanding the foregoing, if this Award constitutes nonqualified deferred compensation within the meaning of Section 409A(d) of the Code and provides for an accelerated payment in connection with any Disability, Disability shall have the same meaning as set forth in any regulations, revenue procedure, revenue rulings or other pronouncements issued by the Secretary of the United States Treasury pursuant to Section 409A of the Code, applicable to such arrangements.

"**Good Reason**" shall be defined as that term is defined in the Grantee's offer letter or other applicable employment agreement; or, if there is no such definition, "Good Reason" means the Grantee's Separation from Service following the initial existence of one or more of the following conditions without the consent of the Grantee: (i) a material diminution in the Grantee's base compensation; (ii) a material diminution in the Grantee's authority, duties, or responsibilities; or (iii) a material change in the geographic location at which the Grantee must perform the services; provided, however, that a relocation of less than fifty (50) miles from the Grantee's then present location will not be considered a material change in geographic location. For a Separation from Service to be considered for Good Reason, the Grantee must provide notice to the Company of the existence of the condition described above within thirty (30) days of the initial existence of the condition, upon the notice of which the Company has thirty (30) days to remedy the condition. If the condition is not remedied by the Company within thirty (30) days of the notice, the Grantee must have a Separation from Service within thirty (30) days after the failure to remedy the condition.

TERMS AND CONDITIONS OF RESTRICTED STOCK UNIT AWARD

The Restricted Stock Unit Award (the "**Award**") granted by Sealed Air Corporation (the "**Company**") to the Grantee specified in the Notice of Grant of Restricted Stock Unit Award (the "**Notice**") to which these Terms and Conditions of Restricted Stock Unit Award (the "**Terms**") are attached, is subject to the terms and conditions of the Plan, the Notice, these Terms, the general terms applicable to Awards granted to employees outside the U.S. set forth in the Appendix A hereto and any applicable country-specific provisions for Awards outside the U.S. set forth in the Appendix B hereto. The terms and conditions of the Plan are incorporated by reference in their entirety into these Terms. Together, the Notice, these Terms and all Exhibits and Appendices to the Notice and these Terms constitute the "**Agreement**." A Prospectus describing the Plan has been delivered to the Grantee. The Plan itself is available upon request. When used in this Agreement, the terms which are defined in the Plan shall have the meanings given to them in the Plan, as modified herein (if applicable). For purposes these Terms, any reference to the Company shall include a reference to any Affiliate.

1. Grant of Units.

(a) As of the Grant Date set forth in the Notice, Sealed Air Corporation grants to the Grantee the number of Restricted Stock Units ("**Units**") set forth in the Notice. Each Unit represents the right to receive one share of Stock at a future date after the Unit has become earned and vested, subject to the terms and conditions of this Agreement.

(b) The Units covered by this Award shall become earned and vested in accordance with the schedule set forth in the Notice. Each earned and vested Unit shall be settled on the date(s) specified in the Notice by issuance of one share of Stock on or as soon as administratively practicable (but no more than 75 days) after the applicable vesting and/or settlement date specified in the Notice, subject to the requirements of (i) Section 4 (Responsibility for Taxes), Section 6 (Regulatory Restrictions on the Shares Issued Upon Settlement), and Section 7(m) (Recovery of Compensation) of this Agreement and (ii) Section 18.9 of the Plan (regarding a potential six-month delay in settlement for awards to certain Grantees to the extent determined by the Company to be necessary to comply with Section 409A).

(c) Units constitute an unfunded and unsecured obligation of the Company. The Grantee shall not have any rights of a stockholder of the Company with respect to the shares of Stock underlying the Units unless and until the Units become earned and vested and are settled by the issuance of shares of Stock. Upon issuance of shares of Stock in connection with the settlement of vested Units, the Grantee shall be the record owner of the shares of Stock unless and until such shares are sold or otherwise disposed of, and as record owner shall be entitled to all rights of a stockholder of the Company (including voting rights).

(d) The Grantee may designate a beneficiary to receive payment in connection with the Units in the event of the Grantee's death in accordance with the Company's beneficiary designation procedures, as in effect from time to time. If the Grantee does not designate a beneficiary, or if the Grantee's designated beneficiary does not survive the Grantee, then the Grantee's beneficiary will be the Grantee's estate.

(e) Units earned will receive dividend equivalents paid in cash (without interest) based on the dividend rates in effect during the vesting period applied to the number of Units the Grantee earns, which will be subject to the vesting provisions set forth in the Notice. Cash dividend equivalents accrued on the earned Units will be paid in cash on or about the same time the earned Units are settled and paid.[1]

2. Restrictions. Subject to any exceptions set forth in this Agreement, until such time as the Units become earned and vested and are settled in shares of Stock in accordance with Section 1, the Units or the rights relating thereto may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Grantee. Any attempt to assign, alienate, pledge, attach, sell or otherwise transfer or encumber the Units or the rights relating thereto shall be wholly ineffective and, if any such attempt is made, the Units will be forfeited by the Grantee and all of the Grantee's rights to such Units shall immediately terminate without any payment of consideration by the Company.

3. Cancellation of Rights. If any portion of the Units fail to become earned and vested (for example, because the Grantee fails to satisfy the vesting conditions specified in the Notice prior to a Separation from Service), then such Units shall be immediately forfeited as of the date of such failure and all of the Grantee's rights to such Units shall immediately terminate without any payment of consideration by the Company.

4. Responsibility for Taxes.

(a) Regardless of any action the Company takes with respect to any or all income tax, payroll tax or other tax-related withholding ("**Tax-Related Items**"), the Grantee acknowledges that the ultimate liability for all Tax-Related Items owed by the

1 **Drafting Note**: If dividend equivalents are not intended, change (e) to read: "The Units shall not entitle the Grantee to receive any dividend equivalents with respect to any cash dividend that is otherwise paid with respect to shares of the Stock."

Grantee is and remains the Grantee's responsibility and that the Company (i) makes no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including the grant or vesting of the Units or the subsequent sale of shares of Stock acquired upon vesting; and (ii) does not commit to structure the terms of the grant or any aspect of the Award to reduce or eliminate the Grantee's liability for Tax-Related Items.

(b) Prior to vesting of the Units, the Grantee shall pay or make adequate arrangements satisfactory to the Company to satisfy all minimum withholding obligations of the Company. In this regard, the Grantee authorizes the Company to withhold all applicable minimum Tax-Related Items legally payable by the Grantee from the Grantee's wages or other cash compensation paid to the Grantee by the Company or from proceeds of the sale of the shares of Stock. Alternatively, or in addition, to the extent permissible under applicable law, the Company may (i) sell or arrange for the sale of shares of Stock that the Grantee acquires to meet the minimum withholding obligation for Tax-Related Items, and/or (ii) withhold in shares of Stock, provided that the Company only withholds the amount of shares of Stock necessary to satisfy the minimum withholding amount. Finally, the Grantee shall pay to the Company any amount of Tax-Related Items that the Company may be required to withhold as a result of the Grantee's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue and deliver shares of Stock in payment of any earned and vested Units if the Grantee fails to comply with the Grantee's obligations in connection with the Tax-Related Items as described in this Section 4.

5. Grantee Representations. The Grantee hereby represents to the Company that the Grantee has read and fully understands the provisions of this Agreement, the Prospectus and the Plan, and the Grantee's decision to participate in the Plan is completely voluntary. Further, the Grantee acknowledges that the Grantee is relying solely on his or her own advisors with respect to the tax consequences of this Award.

6. Regulatory Restrictions on the Shares Issued Upon Settlement. Notwithstanding the other provisions of this Agreement, the Committee shall have the sole discretion to impose such conditions, restrictions and limitations on the issuance of shares of Stock with respect to this Award unless and until the Committee determines that such issuance complies with (i) any applicable registration requirements under the Securities Act or the Committee has determined that an exemption therefrom is available, (ii) any applicable listing requirement of any stock exchange on which the Stock is listed, (iii) any applicable Company policy or administrative rules, and (iv) any other applicable provision of state, federal or foreign law, including foreign securities laws where applicable.

7. Miscellaneous.

(a) Notices. Any notice which either party hereto may be required or permitted to give to the other shall be in writing and may be delivered personally, by intraoffice mail, by fax, by electronic mail or other electronic means, or via a postal service, postage prepaid, to such electronic mail or postal address and directed to such person as the Company may notify the Grantee from time to time; and to the Grantee at the Grantee's electronic mail or postal address as shown on the records of the Company from time to time, or at such other electronic mail or postal address as the Grantee, by notice to the Company, may designate in writing from time to time.

(b) Waiver. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

(c) Entire Agreement. This Agreement and the Plan constitute the entire agreement between the parties with respect to the subject matter hereof. Any prior agreements, commitments or negotiations concerning the Award are superseded.

(d) Binding Effect; Successors. This Agreement shall inure to the benefit of and be binding upon the parties hereto and to the extent not prohibited herein, their respective heirs, successors, assigns and representatives. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto and as provided above, their respective heirs, successors, assigns and representatives any rights, remedies, obligations or liabilities.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of law, and applicable Federal law.

(f) Dispute Resolution. In the event of any dispute, claim, question or disagreement arising out of or relating to this Award, the parties shall use their best efforts to settle such dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other, in good faith, and, recognizing their mutual interests, attempt to reach a just and equitable resolution satisfactory to both parties. If the parties do not reach such a resolution within a period of 30 days, then any such unresolved dispute or claim, upon notice by any party to the other, shall be submitted to and finally settled by arbitration in accordance with the Commercial Arbitration Rules (the "Rules") of the American Arbitration Association ("AAA") in effect at the time demand for arbitration is made by any such party. The parties shall mutually agree upon a single arbitrator within 30 days of such demand. In the event that the parties are unable to so agree within such 30 day period, then within the following 30 day period, one arbitrator shall be named by each party. A third arbitrator shall be named by the two arbitrators so chosen

within ten 10 days after the appointment of the first two arbitrators. In the event that the third arbitrator is not agreed upon, he or she shall be named by the AAA. Arbitration shall occur in the State of North Carolina or such other location as may be mutually agreed to by the parties. The award made by all or a majority of the panel of arbitrators shall be final and binding, and judgment may be entered based upon such award in any court of law having competent jurisdiction. The award is subject to confirmation, modification, correction or vacation only as explicitly provided in Title 9 of the United States Code. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. The United States Arbitration Act and the Rules shall govern the interpretation, enforcement, and proceedings pursuant to this Section 7(f). Any provisional remedy which would be available from a court of law shall be available from the arbitrators to the parties to this Agreement pending arbitration. Either party may make an application to the arbitrators seeking injunctive relief to maintain the status quo, or may seek from a court of competent jurisdiction any interim or provisional relief that may be necessary to protect the rights and property of that party, until such times as the arbitration award is rendered or the controversy otherwise resolved. To the full extent permitted by law and upon presentation of appropriate documentation, all reasonable legal fees and expenses incurred by the Grantee as a result of any dispute under this Section 7(f) involving the validity or enforceability of, or liability under, any provision of this Agreement shall be paid by the Company if the Company unreasonably or maliciously contested the validity or enforceability of any provision of this Agreement. By agreeing to binding arbitration, the Grantee hereby waives his or her right to a jury trial.

(g) Venue. Any arbitration, legal or equitable action or any proceeding arising directly, indirectly, or otherwise in connection with, out of, related to or from the Agreement, or any provision hereof, shall exclusively be filed and adjudicated in Mecklenburg County, North Carolina and no other venue.

(h) Headings. The headings contained herein are for the sole purpose of convenience of reference, and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

(i) Conflicts; Amendment. The provisions of the Plan are incorporated in this Agreement in their entirety. In the event of any conflict between the provisions of this Agreement and the Plan, the provisions of the Plan shall control. This Agreement may be amended at any time by the Committee, provided that no amendment (including any action under Section 6.3 of the Plan) may, without the consent of the Grantee, materially impair the Grantee's rights with respect to the Award. The Committee shall have full authority and discretion, subject only to the terms of the Plan, to decide all matters relating to the administration or interpretation of the Plan, the Award, and the Agreement, and all such action by the Committee shall be final, conclusive, and binding upon the Company and the Grantee.

(j) No Right to Continued Employment. Nothing in this Agreement shall confer upon the Grantee any right to continue in the employ or service of the Company or affect the right of the Company to terminate the Grantee's employment or service at any time.

(k) Further Assurances. The Grantee agrees, upon demand of the Company or the Committee, to do all acts and execute, deliver and perform all additional documents, instruments and agreements which may be reasonably required by the Company or the Committee, as the case may be, to implement the provisions and purposes of this Agreement and the Plan.

(l) Additional Acknowledgments; Appendix A and Appendix B. By accepting this Award, the Grantee acknowledges and agrees that this Award is subject to the general terms applicable to Awards granted to employees outside the U.S. set forth in the Appendix A hereto and any applicable country-specific provisions for Awards outside the U.S. set forth in the Appendix B hereto. If the Grantee relocates to another country during the life of the Award, the special terms and conditions (if any) for such country will apply to the Grantee to the extent Sealed Air Corporation determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. Appendix A and Appendix B constitute part of this Agreement. Please review the provisions of Appendix A and Appendix B carefully, as this Award will be null and void absent the Grantee's acceptance of such provisions. Sealed Air Corporation reserves the right to impose other requirements on the Award to the extent that Sealed Air Corporation determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Award and to require the Grantee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

(m) Recovery of Compensation. In accordance with Section 3.3 of the Plan, the Award is subject to the requirements of (i) Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (regarding recovery of erroneously awarded compensation) and any implementing rules and regulations thereunder, (ii) any policies adopted by the Company to implement such requirements, and (iii) the Company's Policy on Recoupment of Incentive Compensation, as in effect from time to time, all to the extent determined by the Committee to be applicable to the Grantee.

(n) Restrictive Covenants. If the Grantee is subject to any employment-related covenants (including covenants regarding non-competition, non-solicitation of customers/employees and preservation of confidential information) under any agreement with the Company or any Subsidiary, the vesting and receipt of benefits under this Award is specifically conditioned on the Grantee's compliance with such covenants. To the extent allowed by and consistent with applicable law and any applicable limitations period, if it is determined at any time that the Grantee has materially breached any such covenants, the Company will

be entitled to (i) cause any unvested portion of the Award to be immediately canceled without any payment of consideration by the Company and (ii) recover from the Grantee in its sole discretion some or all of the shares of Stock (or proceeds received by the Grantee from such shares of Stock) paid to the Grantee pursuant to this Agreement. The Grantee recognizes that if the Grantee breaches any such covenants, the losses to the Company and/or its Subsidiaries may amount to the full value of any shares of Stock paid to the Grantee pursuant to this Agreement.

(o) Severability. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

APPENDIX A
TO THE TERMS AND CONDITIONS OF RESTRICTED STOCK UNIT AWARD

General Terms Applicable to Awards Granted to Employees Outside the U.S.

1. DATA PRIVACY

By accepting the this Award, the Grantee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Grantee's personal data as described in this document and any other grant materials by and among, as applicable, the Company, the Grantee's employer and any other Affiliate for the exclusive purpose of implementing, administering and managing the Units.

*The Grantee understands that the Company and the Grantee's employer hold certain personal information about the Grantee, including, but not limited to, the Grantee's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company or any Affiliates, details of any entitlement to shares of stock or equivalent benefits awarded, canceled, vested, unvested or outstanding in the Grantee's favor ("**Data**"), for the purpose of implementing, administering and managing the Grantee's participation in the Plan. The Grantee understands that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Grantee's country or elsewhere (e.g., the United States), and that the recipient's country may have different data privacy laws and protections from the Grantee's country. The Grantee understands that the Grantee may request a list with the names and addresses of any potential recipients of the Data by contacting the Grantee's local human resources representative. The Grantee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the exclusive purposes of implementing, administering and managing the Grantee's participation in the Plan. The Grantee understands that Data will be held only as long as is necessary to implement, administer and manage the Grantee's participation in the Plan. The Grantee understands that the Grantee may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Grantee's local human resources representative. Further, the Grantee understands that the Grantee is providing the consents herein on a purely voluntary basis. If the Grantee does not consent, or if the Grantee later seeks to revoke the Grantee's consent, the Grantee's employment status or service and career with the Grantee's employer will not be adversely affected; the only adverse consequence of refusing or withdrawing the Grantee's consent is that the Company would not be able to grant to the Grantee Units or other awards or administer or maintain such awards. Therefore, the Grantee understands that refusing or withdrawing the Grantee's consent may affect the Grantee's ability to benefit from the Units. For more information on the consequences of the Grantee's refusal to consent or withdrawal of consent, the Grantee understands that the Grantee may contact the Grantee's local human resources representative.*

2. ADDITIONAL ACKNOWLEDGEMENTS

By entering into this Agreement and accepting the grant of Units evidenced hereby, the Grantee acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by the Company, and all Awards under the Plan are discretionary in nature;

(b) the grant of Units is voluntary and occasional and does not create any contractual or other right to receive future awards of Units or benefits in lieu of Units, even if such awards have been awarded in the past;

(c) all decisions with respect to future awards, if any, will be at the sole discretion of the Company;

(d) the grant of Units shall not create a right to employment with the Grantee's employer or any other Affiliate and shall not interfere with the ability of the Company, the Grantee's employer or any other Affiliate to terminate the Grantee's employment or service relationship (if any);

(e) the Grantee is voluntarily participating in the Plan;

(f) the Units and any payment made pursuant to the Units, and the value and income of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any

severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement benefits or welfare benefits or similar payments;

(g) unless otherwise agreed with the Company, the Award and any shares of Stock subject to the Award, and the value and income of same, are not granted as consideration for, or in connection with, any service the Grantee may provide as a director of any Affiliate;

(h) in accepting the grant of Units, the Grantee expressly recognizes that the Units are an award made solely by the Company, with principal offices at 8215 Forest Point Boulevard, Charlotte, NC 28273, U.S.A.; the Company is solely responsible for the administration of the Plan and the Grantee's participation in the Plan; in the event that the Grantee is an employee of an Affiliate, the Units and the Grantee's participation in the Plan will not create a right to employment be interpreted to form an employment or service contract or relationship with the Company; furthermore, the Units will not be interpreted to form an employment or service contract with any Affiliate;

(i) the future value of the shares of Stock which may be delivered in settlement of the Units (to the extent earned) is unknown, indeterminable and cannot be predicted with certainty;

(j) no claim or entitlement to compensation or damages shall arise from forfeiture of the Units resulting from termination of the Grantee's employment or service (for any reason whatsoever, whether or not such termination is later found to be invalid or in breach of the employment laws in the jurisdiction where the Grantee is employed or providing services or the terms of the Grantee's employment or service agreement, if any) or recoupment of all or any portion of any payment made pursuant to the Units as provided by the Company's Policy on Recoupment of Incentive Compensation and, in consideration of the grant of the Units to which the Grantee is not otherwise entitled, the Grantee irrevocably agrees never to institute any claim against the Company, the Grantee's employer or any other Affiliate, waives the Grantee's ability, if any, to bring any such claim, and releases the Company, the Grantee's employer and any other Affiliate from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, the Grantee shall be deemed irrevocably to have agreed not to pursue such claim, and the Grantee agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim;

(k) for purposes of the Units, the Grantee's employment will be considered terminated as of the date the Grantee is no longer actively employed and providing services to the Company or one of its Affiliates (for any reason whatsoever, whether or not such termination is later found to be invalid or in breach of the employment laws in the jurisdiction where the Grantee is employed or providing services or the terms of the Grantee's employment or service agreement, if any), and unless otherwise expressly provided in this Agreement or otherwise determined by the Company, the Grantee's right to vest in any portion of the Units (and any related dividend equivalents) under the Plan, if any, will terminate as of such date and will not be extended by any notice period (*e.g.*, the Grantee's active employment or period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under the employment laws in the jurisdiction where the Grantee is employed or providing services or the terms of the Grantee's employment or service agreement, if any); the Company, in its sole discretion, shall determine when the Grantee is no longer actively employed or providing services for purposes of the Units (including whether the Grantee may still be considered to be actively employed or providing services while on an approved leave of absence);

(l) the Grantee is solely responsible for investigating and complying with any exchange control laws applicable to the Grantee in connection with his or her participation in the Plan;

(m) unless otherwise provided in the Plan or by the Company in its discretion, the Units and the benefits evidenced by this Agreement do not create any entitlement to have the Units or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Company's common stock; and

(n) neither the Company, the Grantee's employer nor any other Affiliate shall be liable for any foreign exchange rate fluctuation between the Grantee's local currency and the United States Dollar that may affect the value of the Units, any payment made pursuant to the Units or the subsequent sale of any shares of Stock acquired under the Plan.

3. NO ADVICE REGARDING GRANT

The Company is not providing any tax, legal, or financial advice, nor is the Company making any recommendations regarding the Grantee's participation in the Plan or the Grantee's acquisition of any shares of Stock under the Plan or subsequent sale of such shares of Stock. The Grantee is hereby advised to consult with the Grantee's personal tax, legal and financial advisors regarding the Grantee's participation in the Plan before taking any action in relation thereto.

4. LANGUAGE

If the Grantee has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version differs from the English version, the English version shall control.

5. ELECTRONIC DELIVERY AND ACCEPTANCE

The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

6. INSIDER-TRADING/MARKET-ABUSE LAWS

The Grantee acknowledge that, depending on his or her country, the Grantee may be subject to insider-trading restrictions and/or market-abuse laws, which may affect his or her ability to acquire or sell shares of Stock acquired or rights to acquire shares of Stock (*e.g.*, Awards, Units) under the Plan during such times as the Grantee is considered to have "inside information" regarding the Company (as defined by the laws in his or her country). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. The Grantee is responsible for complying with any applicable restrictions, and the Grantee is advised to speak to his or her personal legal advisor regarding this matter.

Exhibit 10.45

NOTICE OF GRANT OF RESTRICTED STOCK UNIT AWARD
(PERFORMANCE-VESTING)

SEALED AIR CORPORATION
2014 OMNIBUS INCENTIVE PLAN

FOR GOOD AND VALUABLE CONSIDERATION, Sealed Air Corporation (the "**Company**") hereby grants this Restricted Stock Unit Award (the "**Award**") of the number of Restricted Stock Units set forth in this Notice of Grant of Restricted Stock Unit Award (the "**Notice**") to the Grantee designated in this Notice, pursuant to the provisions of the Company's 2014 Omnibus Incentive Plan (the "**Plan**") and subject to certain restrictions as outlined below in this Notice and the additional provisions set forth in the attached Terms and Conditions of Restricted Stock Units Award (the "**Terms**"). Together, this Notice, the attached Terms and all Exhibits and Appendices hereto constitute the "**Agreement**." The terms and conditions of the Plan are incorporated by reference in their entirety into this Agreement. When used in this Agreement, the terms which are defined in the Plan shall have the meanings given to them in the Plan, as modified herein (if applicable).

Grantee: **[__________]**

Grant Date: **[__________]**

# of Restricted Stock Units (at target performance): **[________]**

Performance Period: [January 1, 2015 - December 31, 2017**]**

Vesting Schedule: Subject to the terms of the Plan and this Agreement, the Restricted Stock Units shall become earned and vested, and shares of Stock shall be issued in settlement of vested Restricted Stock Units, in accordance with the following schedule, in the event the Grantee does not have a Separation from Service prior to the applicable vesting date(s):

(a) Performance-Vesting Conditions. The number of Restricted Stock Units that become earned and vested (if any) will be determined based on performance during the Performance Period in accordance with the performance measures, targets and methodology set forth in Exhibit A.

(b) Time-Vesting Conditions. In addition to the performance-vesting conditions stated above, and except as expressly provided in the Notice below, as applicable, or as otherwise provided pursuant to the terms of the Plan, the Grantee must remain continuously employed with the Company through the following date(s) to become earned and vested in any Restricted Stock Units (after adjustment for performance):

Vesting Date	% Vesting
[December 31, 2017]	100%

No Restricted Stock Units shall become earned and vested following Grantee's Separation from Service, except as expressly provided in the Notice below, as applicable, or as otherwise provided pursuant to the terms of the Plan. Restricted Stock Units that become earned and vested shall be settled as soon as practicable following the end of the Performance Period (no later than March 15, 2018), subject to written certification of the performance results under Exhibit A by the Committee.

Impact of Separation from Service on Vesting: See Exhibit B

Acceleration of Vesting on or following a Change in Control: See Exhibit B

The Grantee must accept this Agreement electronically pursuant to the online acceptance procedure established by the Company within ninety (90) days; otherwise, the Company may, in its sole discretion, rescind the Award in its entirety.

EXHIBIT A

Performance-Vesting Conditions

Performance Goals Summary (details below):

[Insert performance criteria]

EXHIBIT B

Separation from Service and Change in Control

(a) Impact of Separation from Service; Change in Control. If the Grantee has a Separation from Service before any of the vesting date(s) specified under "Vesting Schedule" in the Notice, then any unearned Restricted Stock Units shall become earned and vested or be canceled depending on the reason for Separation from Service as follows:

(i) Death, Disability or Retirement. Subject to Section (a)(ii), if the Grantee has a Separation from Service due to the Grantee's death, Disability, or Retirement, the Grantee shall receive a pro rata payout following the end of the Performance Period, based upon the portion of the Performance Period through the date of Separation from Service. The actual payout will not occur until after the end of the Performance Period, at which time the performance results under Exhibit A will be used to determine the number of Units that the Grantee would have earned if the Grantee had remained in Service for the entire Performance Period prior to applying the pro rata factor. Any such payout will be made at approximately the same time as payouts are made to other Grantees who are still in Service with the Company.

(ii) Change in Control. Notwithstanding anything in this Agreement to the contrary but subject to the provisions of Section 16.3.1(i) of the Plan, if (A) a Change in Control occurs and (B) on or after the Change in Control and on or before the second anniversary of the Change in Control either (1) the Grantee has a Separation from Service by action of the Company or the Grantee's employing Subsidiary for any reason other than Cause (including due to the Grantee's death or Disability)[1] or (2) the Grantee has a Separation from Service for Good Reason, then the Restricted Stock Units shall become immediately earned and vested as of the date of such Separation from Service at the greater of (y) target or (z) the actual level of performance under Exhibit A determined as if the Performance Period had ended as of the last trading day immediately preceding the Change in Control. For avoidance of doubt, if the Grantee has a Separation from Service due to Retirement during the period set forth in this Section (a)(ii) that is also either a Separation from Service other than for Cause or for Good Reason as provided above, the provisions of this Section (a)(ii) shall control over Section (a)(i).

(iii) Any other Separation from Service. If the Grantee has a Separation from Service for any reason other than as specified in subparagraphs (i) or (ii) above, any Restricted Stock Units that were not already earned and vested pursuant to the schedule specified under "Vesting Schedule" in the Notice as of the date of the Separation from Service shall be immediately canceled as of the date of Separation from Service.

(b) Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

"**Cause**" shall be defined as that term is defined in the Grantee's offer letter or other applicable employment agreement; or, if there is no such definition, "Cause" means any conduct of a Grantee contained in the following list: (i) the Grantee engaging in fraud, embezzlement, or theft in connection with the Grantee's duties or in the course of his or her employment; (ii) an act or omission by the Grantee that is willfully or grossly negligent, contrary to the Company's or employing Subsidiary's established policies or practices, or materially harmful to the Company's or any Subsidiary's business or reputation or to the business of the Company's or any Subsidiary's customers or suppliers as it relates to the Company or such Subsidiary; (iii) the Grantee's plea of no contest to, or conviction of, a felony; (iv) the Grantee's substantial failure to perform his or her duties after receiving notice of the failure from the Company or employing Subsidiary, which failure has not been cured within thirty (30) days after the Grantee receives notice of the failure; or (v) the Grantee's breach of any non-competition or confidentiality covenant between the Grantee and the Company or any Subsidiary.

"**Disability**" shall be defined as permanent and total disability as determined in each case by the Committee in its discretion, which determination shall be final. Notwithstanding the foregoing, if this Award constitutes nonqualified deferred compensation within the meaning of Section 409A(d) of the Code and provides for an accelerated payment in connection with any Disability, Disability shall have the same meaning as set forth in any regulations, revenue procedure, revenue rulings or other pronouncements issued by the Secretary of the United States Treasury pursuant to Section 409A of the Code, applicable to such arrangements.

"**Good Reason**" shall be defined as that term is defined in the Grantee's offer letter or other applicable employment agreement; or, if there is no such definition, "Good Reason" means the Grantee's Separation from Service following the initial existence of one or more of the following conditions without the consent of the Grantee: (i) a material diminution in the Grantee's base compensation; (ii) a material diminution in the Grantee's authority, duties, or responsibilities; or (iii) a material change in the geographic location at which the Grantee must perform the services; provided, however, that a relocation of less than fifty (50) miles from the Grantee's then present location will not be considered a material change in geographic location. For a Separation from

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Service to be considered for Good Reason, the Grantee must provide notice to the Company of the existence of the condition described above within thirty (30) days of the initial existence of the condition, upon the notice of which the Company has thirty (30) days to remedy the condition. If the condition is not remedied by the Company within thirty (30) days of the notice, the Grantee must have a Separation from Service within thirty (30) days after the failure to remedy the condition.

"**Retirement**" means the Grantee's Separation from Service after the Grantee has at least five years of Service and the Grantee's combined age and years of Service equal at least 70, but excluding Separation from Service due to the Grantee's death or Disability or Separation from Service by the Company for Cause.

TERMS AND CONDITIONS OF RESTRICTED STOCK UNIT AWARD

The Restricted Stock Unit Award (the "**Award**") granted by Sealed Air Corporation (the "**Company**") to the Grantee specified in the Notice of Grant of Restricted Stock Unit Award (the "**Notice**") to which these Terms and Conditions of Restricted Stock Unit Award (the "**Terms**") are attached, is subject to the terms and conditions of the Plan, the Notice, and these Terms. The terms and conditions of the Plan are incorporated by reference in their entirety into these Terms. Together, the Notice, these Terms and all Exhibits to the Notice and these Terms constitute the "**Agreement**." A Prospectus describing the Plan has been delivered to the Grantee. The Plan itself is available upon request. When used in this Agreement, the terms which are defined in the Plan shall have the meanings given to them in the Plan, as modified herein (if applicable). For purposes of this Agreement, any reference to the Company shall include a reference to any Affiliate.

1. Grant of Units.

(a) As of the Grant Date set forth in the Notice, Sealed Air Corporation grants to the Grantee the number of Restricted Stock Units ("**Units**") set forth in the Notice. Each Unit represents the right to receive one share of Stock at a future date after the Unit has become earned and vested, subject to the terms and conditions of this Agreement.

(b) The Units covered by this Award shall become earned and vested in accordance with the schedule set forth in the Notice. Each earned and vested Unit shall be settled on the date(s) specified in the Notice by issuance of one share of Stock on or as soon as administratively practicable (but no more than 75 days) after the applicable vesting and/or settlement date specified in the Notice, subject to the requirements of (i) Section 4 (Responsibility for Taxes), Section 6 (Regulatory Restrictions on the Shares Issued Upon Settlement), and Section 7(m) (Recovery of Compensation) of this Agreement and (ii) Section 18.9 of the Plan (regarding a potential six-month delay in settlement for awards to certain Grantees to the extent determined by the Company to be necessary to comply with Section 409A).

(c) Units constitute an unfunded and unsecured obligation of the Company. The Grantee shall not have any rights of a stockholder of the Company with respect to the shares of Stock underlying the Units unless and until the Units become earned and vested and are settled by the issuance of shares of Stock. Upon issuance of shares of Stock in connection with the settlement of vested Units, the Grantee shall be the record owner of the shares of Stock unless and until such shares are sold or otherwise disposed of, and as record owner shall be entitled to all rights of a stockholder of the Company (including voting rights).

(d) The Grantee may designate a beneficiary to receive payment in connection with the Units in the event of the Grantee's death in accordance with the Company's beneficiary designation procedures, as in effect from time to time. If the Grantee does not designate a beneficiary, or if the Grantee's designated beneficiary does not survive the Grantee, then the Grantee's beneficiary will be the Grantee's estate.

(e) Units earned will receive dividend equivalents paid in cash (without interest) based on the dividend rates in effect during the Performance Period applied to the number of Units the Grantee earns, which will be subject to the performance goals and vesting provisions set forth in the Notice. Cash dividend equivalents accrued on the earned Units will be paid in cash on or about the same time the earned Units are settled and paid.

2. Restrictions. Subject to any exceptions set forth in this Agreement, until such time as the Units become earned and vested and are settled in shares of Stock in accordance with Section 1, the Units or the rights relating thereto may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Grantee. Any attempt to assign, alienate, pledge, attach, sell or otherwise transfer or encumber the Units or the rights relating thereto shall be wholly ineffective and, if any such attempt is made, the Units will be forfeited by the Grantee and all of the Grantee's rights to such Units shall immediately terminate without any payment of consideration by the Company.

3. Cancellation of Rights. If any portion of the Units fail to become earned and vested (for example, because the Grantee fails to satisfy the vesting conditions specified in the Notice prior to a Separation from Service), then such Units shall be immediately forfeited as of the date of such failure and all of the Grantee's rights to such Units shall immediately terminate without any payment of consideration by the Company.

4. Responsibility for Taxes.

(a) Regardless of any action the Company takes with respect to any or all income tax, payroll tax or other tax-related withholding ("**Tax-Related Items**"), the Grantee acknowledges that the ultimate liability for all Tax-Related Items owed by the Grantee is and remains the Grantee's responsibility and that the Company (i) makes no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including the grant or vesting of the Units or the subsequent sale of shares of Stock acquired upon vesting; and (ii) does not commit to structure the terms of the grant or any aspect of the Award to reduce or eliminate the Grantee's liability for Tax-Related Items.

(b) Prior to vesting of the Units, the Grantee shall pay or make adequate arrangements satisfactory to the Company to satisfy all minimum withholding obligations of the Company. In this regard, the Grantee authorizes the Company to withhold all applicable minimum Tax-Related Items legally payable by the Grantee from the Grantee's wages or other cash compensation paid to the Grantee by the Company or from proceeds of the sale of the shares of Stock. Alternatively, or in addition, to the extent permissible under applicable law, the Company may (i) sell or arrange for the sale of shares of Stock that the Grantee acquires to meet the minimum withholding obligation for Tax-Related Items, and/or (ii) withhold in shares of Stock, provided that the Company only withholds the amount of shares of Stock necessary to satisfy the minimum withholding amount. Finally, the Grantee shall pay to the Company any amount of Tax-Related Items that the Company may be required to withhold as a result of the Grantee's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue and deliver shares of Stock in payment of any earned and vested Units if the Grantee fails to comply with the Grantee's obligations in connection with the Tax-Related Items as described in this Section 4.

5. Grantee Representations. The Grantee hereby represents to the Company that the Grantee has read and fully understands the provisions of this Agreement, the Prospectus and the Plan, and the Grantee's decision to participate in the Plan is completely voluntary. Further, the Grantee acknowledges that the Grantee is relying solely on his or her own advisors with respect to the tax consequences of this Award.

6. Regulatory Restrictions on the Shares Issued Upon Settlement. Notwithstanding the other provisions of this Agreement, the Committee shall have the sole discretion to impose such conditions, restrictions and limitations on the issuance of shares of Stock with respect to this Award unless and until the Committee determines that such issuance complies with (i) any applicable registration requirements under the Securities Act or the Committee has determined that an exemption therefrom is available, (ii) any applicable listing requirement of any stock exchange on which the Stock is listed, (iii) any applicable Company policy or administrative rules, and (iv) any other applicable provision of state, federal or foreign law, including foreign securities laws where applicable.

7. Miscellaneous.

(a) Notices. Any notice which either party hereto may be required or permitted to give to the other shall be in writing and may be delivered personally, by intraoffice mail, by fax, by electronic mail or other electronic means, or via a postal service, postage prepaid, to such electronic mail or postal address and directed to such person as the Company may notify the Grantee from time to time; and to the Grantee at the Grantee's electronic mail or postal address as shown on the records of the Company from time to time, or at such other electronic mail or postal address as the Grantee, by notice to the Company, may designate in writing from time to time.

(b) Waiver. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

(c) Entire Agreement. This Agreement and the Plan constitute the entire agreement between the parties with respect to the subject matter hereof. Any prior agreements, commitments or negotiations concerning the Award are superseded.

(d) Binding Effect; Successors. This Agreement shall inure to the benefit of and be binding upon the parties hereto and to the extent not prohibited herein, their respective heirs, successors, assigns and representatives. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto and as provided above, their respective heirs, successors, assigns and representatives any rights, remedies, obligations or liabilities.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of law, and applicable Federal law.

(f) Dispute Resolution. In the event of any dispute, claim, question or disagreement arising out of or relating to this Award, the parties shall use their best efforts to settle such dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other, in good faith, and, recognizing their mutual interests, attempt to reach a just and equitable resolution satisfactory to both parties. If the parties do not reach such a resolution within a period of 30 days, then any such unresolved dispute or claim, upon notice by any party to the other, shall be submitted to and finally settled by arbitration in accordance with the Commercial Arbitration Rules (the "Rules") of the American Arbitration Association ("AAA") in effect at the time demand for arbitration is made by any such party. The parties shall mutually agree upon a single arbitrator within 30 days of such demand. In the event that the parties are unable to so agree within such 30 day period, then within the following 30 day period, one arbitrator shall be named by each party. A third arbitrator shall be named by the two arbitrators so chosen within ten 10 days after the appointment of the first two arbitrators. In the event that the third arbitrator is not agreed upon, he or she shall be named by the AAA. Arbitration shall occur in the State of North Carolina or such other location as may be mutually agreed to by the parties. The award made by all or a majority of the panel of arbitrators shall be final and binding, and judgment may be entered based upon such award in any court of law having competent jurisdiction. The award is subject to confirmation, modification, correction or vacation only as explicitly provided in Title 9 of the United States Code. The parties

acknowledge that this Agreement evidences a transaction involving interstate commerce. The United States Arbitration Act and the Rules shall govern the interpretation, enforcement, and proceedings pursuant to this Section 7(f). Any provisional remedy which would be available from a court of law shall be available from the arbitrators to the parties to this Agreement pending arbitration. Either party may make an application to the arbitrators seeking injunctive relief to maintain the status quo, or may seek from a court of competent jurisdiction any interim or provisional relief that may be necessary to protect the rights and property of that party, until such times as the arbitration award is rendered or the controversy otherwise resolved. To the full extent permitted by law and upon presentation of appropriate documentation, all reasonable legal fees and expenses incurred by the Grantee as a result of any dispute under this Section 7(f) involving the validity or enforceability of, or liability under, any provision of this Agreement shall be paid by the Company if the Company unreasonably or maliciously contested the validity or enforceability of any provision of this Agreement. By agreeing to binding arbitration, the Grantee hereby waives his or her right to a jury trial.

(g) Venue. Any arbitration, legal or equitable action or any proceeding arising directly, indirectly, or otherwise in connection with, out of, related to or from the Agreement, or any provision hereof, shall exclusively be filed and adjudicated in Mecklenburg County, North Carolina and no other venue.

(h) Headings. The headings contained herein are for the sole purpose of convenience of reference, and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

(i) Conflicts; Amendment. The provisions of the Plan are incorporated in this Agreement in their entirety. In the event of any conflict between the provisions of this Agreement and the Plan, the provisions of the Plan shall control. This Agreement may be amended at any time by the Committee, provided that no amendment (including any action under Section 6.3 of the Plan) may, without the consent of the Grantee, materially impair the Grantee's rights with respect to the Award. The Committee shall have full authority and discretion, subject only to the terms of the Plan, to decide all matters relating to the administration or interpretation of the Plan, the Award, and the Agreement, and all such action by the Committee shall be final, conclusive, and binding upon the Company and the Grantee.

(j) No Right to Continued Employment. Nothing in this Agreement shall confer upon the Grantee any right to continue in the employ or service of the Company or affect the right of the Company to terminate the Grantee's employment or service at any time.

(k) Further Assurances. The Grantee agrees, upon demand of the Company or the Committee, to do all acts and execute, deliver and perform all additional documents, instruments and agreements which may be reasonably required by the Company or the Committee, as the case may be, to implement the provisions and purposes of this Agreement and the Plan.

(l) Additional Acknowledgments; Appendix A and Appendix B. By accepting this Award, the Grantee acknowledges and agrees that this Award is subject to the general terms applicable to Awards granted to employees outside the U.S. set forth in the Appendix A hereto and any applicable country-specific provisions for Awards outside the U.S. set forth in the Appendix B hereto. If the Grantee relocates to another country during the life of the Award, the special terms and conditions (if any) for such country will apply to the Grantee to the extent Sealed Air Corporation determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. Appendix A and Appendix B constitute part of this Agreement. Please review the provisions of Appendix A and Appendix B carefully, as this Award will be null and void absent the Grantee's acceptance of such provisions. Sealed Air Corporation reserves the right to impose other requirements on the Award to the extent that Sealed Air Corporation determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Award and to require the Grantee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

(m) Recovery of Compensation. In accordance with Section 3.3 of the Plan, the Award is subject to the requirements of (i) Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (regarding recovery of erroneously awarded compensation) and any implementing rules and regulations thereunder, (ii) the Company's Policy on Recoupment of Incentive Compensation, as in effect from time to time, all to the extent determined by the Committee to be applicable to the Grantee.

(n) Restrictive Covenants. If the Grantee is subject to any employment-related covenants (including covenants regarding non-competition, non-solicitation of customers/employees and preservation of confidential information) under any agreement with the Company or any Subsidiary, the vesting and receipt of benefits under this Award is specifically conditioned on the Grantee's compliance with such covenants. To the extent allowed by and consistent with applicable law and any applicable limitations period, if it is determined at any time that the Grantee has materially breached any such covenants, the Company will be entitled to (i) cause any unvested portion of the Award to be immediately canceled without any payment of consideration by the Company and (ii) recover from the Grantee in its sole discretion some or all of the shares of Stock (or proceeds received by the Grantee from such shares of Stock) paid to the Grantee pursuant to this Agreement. The Grantee recognizes that if the Grantee breaches any such covenants, the losses to the Company and/or its Subsidiaries may amount to the full value of any shares of Stock paid to the Grantee pursuant to this Agreement.

(o) Severability. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

APPENDIX A
TO THE TERMS AND CONDITIONS OF RESTRICTED STOCK UNIT AWARD

General Terms Applicable to Awards Granted to Employees Outside the U.S.

1. DATA PRIVACY

By accepting the this Award, the Grantee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Grantee's personal data as described in this document and any other grant materials by and among, as applicable, the Company, the Grantee's employer and any other Affiliate for the exclusive purpose of implementing, administering and managing the Units.

*The Grantee understands that the Company and the Grantee's employer hold certain personal information about the Grantee, including, but not limited to, the Grantee's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company or any Affiliates, details of any entitlement to shares of stock or equivalent benefits awarded, canceled, vested, unvested or outstanding in the Grantee's favor ("**Data**"), for the purpose of implementing, administering and managing the Grantee's participation in the Plan. The Grantee understands that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Grantee's country or elsewhere (e.g., the United States), and that the recipient's country may have different data privacy laws and protections from the Grantee's country. The Grantee understands that the Grantee may request a list with the names and addresses of any potential recipients of the Data by contacting the Grantee's local human resources representative. The Grantee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the exclusive purposes of implementing, administering and managing the Grantee's participation in the Plan. The Grantee understands that Data will be held only as long as is necessary to implement, administer and manage the Grantee's participation in the Plan. The Grantee understands that the Grantee may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Grantee's local human resources representative. Further, the Grantee understands that the Grantee is providing the consents herein on a purely voluntary basis. If the Grantee does not consent, or if the Grantee later seeks to revoke the Grantee's consent, the Grantee's employment status or service and career with the Grantee's employer will not be adversely affected; the only adverse consequence of refusing or withdrawing the Grantee's consent is that the Company would not be able to grant to the Grantee Units or other awards or administer or maintain such awards. Therefore, the Grantee understands that refusing or withdrawing the Grantee's consent may affect the Grantee's ability to benefit from the Units. For more information on the consequences of the Grantee's refusal to consent or withdrawal of consent, the Grantee understands that the Grantee may contact the Grantee's local human resources representative.*

2. ADDITIONAL ACKNOWLEDGEMENTS

By entering into this Agreement and accepting the grant of Units evidenced hereby, the Grantee acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by the Company, and all Awards under the Plan are discretionary in nature;

(b) the grant of Units is voluntary and occasional and does not create any contractual or other right to receive future awards of Units or benefits in lieu of Units, even if such awards have been awarded in the past;

(c) all decisions with respect to future awards, if any, will be at the sole discretion of the Company;

(d) the grant of Units shall not create a right to employment with the Grantee's employer or any other Affiliate and shall not interfere with the ability of the Company, the Grantee's employer or any other Affiliate to terminate the Grantee's employment or service relationship (if any);

(e) the Grantee is voluntarily participating in the Plan;

(f) the Units and any payment made pursuant to the Units, and the value and income of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any

severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement benefits or welfare benefits or similar payments;

(g) unless otherwise agreed with the Company, the Award and any shares of Stock subject to the Award, and the value and income of same, are not granted as consideration for, or in connection with, any service the Grantee may provide as a director of any Affiliate;

(h) in accepting the grant of Units, the Grantee expressly recognizes that the Units are an award made solely by the Company, with principal offices at 8215 Forest Point Boulevard, Charlotte, NC 28273, U.S.A.; the Company is solely responsible for the administration of the Plan and the Grantee's participation in the Plan; in the event that the Grantee is an employee of an Affiliate, the Units and the Grantee's participation in the Plan will not create a right to employment be interpreted to form an employment or service contract or relationship with the Company; furthermore, the Units will not be interpreted to form an employment or service contract with any Affiliate;

(i) the future value of the shares of Stock which may be delivered in settlement of the Units (to the extent earned) is unknown, indeterminable and cannot be predicted with certainty;

(j) no claim or entitlement to compensation or damages shall arise from forfeiture of the Units resulting from termination of the Grantee's employment or service (for any reason whatsoever, whether or not such termination is later found to be invalid or in breach of the employment laws in the jurisdiction where the Grantee is employed or providing services or the terms of the Grantee's employment or service agreement, if any) or recoupment of all or any portion of any payment made pursuant to the Units as provided by the Company's Policy on Recoupment of Incentive Compensation and, in consideration of the grant of the Units to which the Grantee is not otherwise entitled, the Grantee irrevocably agrees never to institute any claim against the Company, the Grantee's employer or any other Affiliate, waives the Grantee's ability, if any, to bring any such claim, and releases the Company, the Grantee's employer and any other Affiliate from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, the Grantee shall be deemed irrevocably to have agreed not to pursue such claim, and the Grantee agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim;

(k) for purposes of the Units, the Grantee's employment will be considered terminated as of the date the Grantee is no longer actively employed and providing services to the Company or one of its Affiliates (for any reason whatsoever, whether or not such termination is later found to be invalid or in breach of the employment laws in the jurisdiction where the Grantee is employed or providing services or the terms of the Grantee's employment or service agreement, if any), and unless otherwise expressly provided in this Agreement or otherwise determined by the Company, the Grantee's right to vest in any portion of the Units (and any related dividend equivalents) under the Plan, if any, will terminate as of such date and will not be extended by any notice period (*e.g.*, the Grantee's active employment or period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under the employment laws in the jurisdiction where the Grantee is employed or providing services or the terms of the Grantee's employment or service agreement, if any); the Company, in its sole discretion, shall determine when the Grantee is no longer actively employed or providing services for purposes of the Units (including whether the Grantee may still be considered to be actively employed or providing services while on an approved leave of absence);

(l) the Grantee is solely responsible for investigating and complying with any exchange control laws applicable to the Grantee in connection with his or her participation in the Plan;

(m) unless otherwise provided in the Plan or by the Company in its discretion, the Units and the benefits evidenced by this Agreement do not create any entitlement to have the Units or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Company's common stock; and

(n) neither the Company, the Grantee's employer nor any other Affiliate shall be liable for any foreign exchange rate fluctuation between the Grantee's local currency and the United States Dollar that may affect the value of the Units, any payment made pursuant to the Units or the subsequent sale of any shares of Stock acquired under the Plan.

3. NO ADVICE REGARDING GRANT

The Company is not providing any tax, legal, or financial advice, nor is the Company making any recommendations regarding the Grantee's participation in the Plan or the Grantee's acquisition of any shares of Stock under the Plan or subsequent sale of such shares of Stock. The Grantee is hereby advised to consult with the Grantee's personal tax, legal and financial advisors regarding the Grantee's participation in the Plan before taking any action in relation thereto.

4. LANGUAGE

If the Grantee has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version differs from the English version, the English version shall control.

5. ELECTRONIC DELIVERY AND ACCEPTANCE

The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

6. INSIDER-TRADING/MARKET-ABUSE LAWS

The Grantee acknowledge that, depending on his or her country, the Grantee may be subject to insider-trading restrictions and/or market-abuse laws, which may affect his or her ability to acquire or sell shares of Stock acquired or rights to acquire shares of Stock (*e.g.*, Awards, Units) under the Plan during such times as the Grantee is considered to have "inside information" regarding the Company (as defined by the laws in his or her country). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. The Grantee is responsible for complying with any applicable restrictions, and the Grantee is advised to speak to his or her personal legal advisor regarding this matter.

Exhibit 10.46

NOTICE OF GRANT OF RESTRICTED STOCK UNIT AWARD
(STOCK LEVERAGE OPPORTUNITY)

SEALED AIR CORPORATION
2014 OMNIBUS INCENTIVE PLAN

FOR GOOD AND VALUABLE CONSIDERATION, Sealed Air Corporation (the "**Company**") hereby grants this Restricted Stock Unit Award (the "**Award**") of the number of Restricted Stock Units set forth in this Notice of Grant of Restricted Stock Unit Award (the "**Notice**") to the Grantee designated in this Notice, pursuant to the provisions of the Company's 2014 Omnibus Incentive Plan (the "**Plan**") and subject to certain restrictions as outlined below in this Notice and the additional provisions set forth in the attached Terms and Conditions of Restricted Stock Units Award (the "**Terms**"). Together, this Notice, the attached Terms and all Exhibits and Appendices hereto constitute the "**Agreement**." The terms and conditions of the Plan are incorporated by reference in their entirety into this Agreement. When used in this Agreement, the terms which are defined in the Plan shall have the meanings given to them in the Plan, as modified herein (if applicable).

Grantee: **[__________]**

Grant Date: **[__________]**

# of Restricted Stock Units (Principal Portion): **[________]**

# of Restricted Stock Units (Premium Portion): **[________]**

Vesting Schedule: Subject to the terms of the Plan and this Agreement, the Restricted Stock Units shall become earned and vested, and shares of Stock shall be issued in settlement of vested Restricted Stock Units, in accordance with the following schedule, in the event the Grantee does not have a Separation from Service prior to the applicable vesting date(s):

Vesting Date	% Vesting
Second anniversary of Grant Date	100%

Only a whole number of Restricted Stock Units will become vested as of any given vesting date. If the number of Restricted Stock Units determined as of a vesting date is a fractional number, the number vesting will be rounded down to the nearest whole number with any fractional portion carried forward. No Restricted Stock Units shall become earned and vested following Grantee's Separation from Service, except as expressly provided in the Notice below, as applicable, or as otherwise provided pursuant to the terms of the Plan.

Impact of Separation from Service on Vesting: See Exhibit A

Acceleration of Vesting on or following a Change in Control: See Exhibit A

The Grantee must accept this Agreement electronically pursuant to the online acceptance procedure established by the Company within ninety (90) days; otherwise, the Company may, in its sole discretion, rescind the Award in its entirety.

EXHIBIT A

Separation from Service and Change in Control

(a) Impact of Separation from Service; Change in Control. If the Grantee has a Separation from Service before any of the vesting date(s) specified under "Vesting Schedule" in the Notice, then any unearned Restricted Stock Units shall become earned and vested or be canceled depending on the reason for Separation from Service as follows:

(i) Principal Portion. With respect to the Principal Portion of the Award as indicated in the Notice, subject to the provisions of Section (a)(iii) below:

(A) Separation from Service Other Than for Cause. If the Grantee has a Separation from Service for any reason other than by action of the Company or the Grantee's employing Subsidiary for Cause (including, without limitation, Separation from Service by action of the Company or the Grantee's employing Subsidiary other than for Cause, voluntary Separation from Service by the Grantee for any reason, or Separation from Service due to the Grantee's death or Disability), any unearned Restricted Stock Units attributable to the Principal Portion of the Award shall become immediately earned and vested as of the date of such Separation from Service.

(B) Separation from Service for Cause. If the Grantee has a Separation from Service by action of the Company or the Grantee's employing Subsidiary for Cause, any Restricted Stock Units attributable to the Principal Portion of the Award that were not already earned and vested pursuant to the schedule specified under "Vesting Schedule" in the Notice as of the date of the Separation from Service shall be immediately canceled as of the date of Separation from Service.

(ii) Premium Portion. With respect to the Premium Portion of the Award as indicated in the Notice, subject to the provisions of Section (a)(iii) below:

(A) Death, Disability or Retirement. If the Grantee has a Separation from Service due to the Grantee's death, Disability or Retirement, any unearned Restricted Stock Units attributable to the Premium Portion of the Award shall become immediately earned and vested as of the date of such Separation from Service.

(B) Any other Separation from Service. If the Grantee has a Separation from Service for any reason other than as specified in subparagraph (ii)(A), any Restricted Stock Units attributable to the Premium Portion of the Award that were not already earned and vested pursuant to the schedule specified under "Vesting Schedule" in the Notice as of the date of the Separation from Service shall be immediately canceled as of the date of Separation from Service.

(iii) Change in Control. Notwithstanding anything in this Agreement to the contrary but subject to the provisions of Section 16.3.1(i) of the Plan, if (A) a Change in Control occurs and (B) on or after the Change in Control and on or before the second anniversary of the Change in Control either (1) the Grantee has a Separation from Service by action of the Company or the Grantee's employing Subsidiary for any reason other than Cause (excluding due to the Grantee's death or Disability) or (2) the Grantee has a Separation from Service for Good Reason, then any unearned Restricted Stock Units shall become immediately earned and vested as of the date of such Separation from Service.

(b) Definitions. For purposes of this Agreement, the following terms shall have the following meanings

"**Cause**" shall be defined as that term is defined in the Grantee's offer letter or other applicable employment agreement; or, if there is no such definition, "Cause" means any conduct of a Grantee contained in the following list: (i) the Grantee engaging in fraud, embezzlement, or theft in connection with the Grantee's duties or in the course of his or her employment; (ii) an act or omission by the Grantee that is willfully or grossly negligent, contrary to the Company's or employing Subsidiary's established policies or practices, or materially harmful to the Company's or any Subsidiary's business or reputation or to the business of the Company's or any Subsidiary's customers or suppliers as it relates to the Company or such Subsidiary; (iii) the Grantee's plea of no contest to, or conviction of, a felony; (iv) the Grantee's substantial failure to perform his or her duties after receiving notice of the failure from the Company or employing Subsidiary, which failure has not been cured within thirty (30) days after the Grantee receives notice of the failure; or (v) the Grantee's breach of any non-competition or confidentiality covenant between the Grantee and the Company or any Subsidiary.

"**Disability**" shall be defined as permanent and total disability as determined in each case by the Committee in its discretion, which determination shall be final. Notwithstanding the foregoing, if this Award constitutes nonqualified deferred compensation within the meaning of Section 409A(d) of the Code and provides for an accelerated payment in connection with any Disability, Disability shall have the same meaning as set forth in any regulations, revenue procedure, revenue rulings or other pronouncements issued by the Secretary of the United States Treasury pursuant to Section 409A of the Code, applicable to such arrangements.

“**Good Reason**” shall be defined as that term is defined in the Grantee’s offer letter or other applicable employment agreement; or, if there is no such definition, “Good Reason” means the Grantee’s Separation from Service following the initial existence of one or more of the following conditions without the consent of the Grantee: (i) a material diminution in the Grantee’s base compensation; (ii) a material diminution in the Grantee’s authority, duties, or responsibilities; or (iii) a material change in the geographic location at which the Grantee must perform the services; provided, however, that a relocation of less than fifty (50) miles from the Grantee’s then present location will not be considered a material change in geographic location. For a Separation from Service to be considered for Good Reason, the Grantee must provide notice to the Company of the existence of the condition described above within thirty (30) days of the initial existence of the condition, upon the notice of which the Company has thirty (30) days to remedy the condition. If the condition is not remedied by the Company within thirty (30) days of the notice, the Grantee must have a Separation from Service within thirty (30) days after the failure to remedy the condition.

“**Retirement**” means the Grantee’s Separation from Service after the Grantee has at least five years of Service and the Grantee’s combined age and years of Service equal at least 70, but excluding Separation from Service due to the Grantee’s death or Disability or Separation from Service by the Company for Cause.

TERMS AND CONDITIONS OF RESTRICTED STOCK UNIT AWARD

The Restricted Stock Unit Award (the "**Award**") granted by Sealed Air Corporation (the "**Company**") to the Grantee specified in the Notice of Grant of Restricted Stock Unit Award (the "**Notice**") to which these Terms and Conditions of Restricted Stock Unit Award (the "**Terms**") are attached, is subject to the terms and conditions of the Plan, the Notice, these Terms, the general terms applicable to Awards granted to employees outside the U.S. set forth in the Appendix A hereto and any applicable country-specific provisions for Awards outside the U.S. set forth in the Appendix B hereto. The terms and conditions of the Plan are incorporated by reference in their entirety into these Terms. Together, the Notice, these Terms and all Exhibits and Appendices to the Notice and these Terms constitute the "**Agreement**." A Prospectus describing the Plan has been delivered to the Grantee. The Plan itself is available upon request. When used in this Agreement, the terms which are defined in the Plan shall have the meanings given to them in the Plan, as modified herein (if applicable). For purposes these Terms, any reference to the Company shall include a reference to any Affiliate.

1. Grant of Units.

(a) As of the Grant Date set forth in the Notice, Sealed Air Corporation grants to the Grantee the number of Restricted Stock Units ("**Units**") set forth in the Notice. Each Unit represents the right to receive one share of Stock at a future date after the Unit has become earned and vested, subject to the terms and conditions of this Agreement.

(b) The Units covered by this Award shall become earned and vested in accordance with the schedule set forth in the Notice. Each earned and vested Unit shall be settled on the date(s) specified in the Notice by issuance of one share of Stock on or as soon as administratively practicable (but no more than 75 days) after the applicable vesting and/or settlement date specified in the Notice, subject to the requirements of (i) Section 4 (Responsibility for Taxes), Section 6 (Regulatory Restrictions on the Shares Issued Upon Settlement), and Section 7(m) (Recovery of Compensation) of this Agreement and (ii) Section 18.9 of the Plan (regarding a potential six-month delay in settlement for awards to certain Grantees to the extent determined by the Company to be necessary to comply with Section 409A).

(c) Units constitute an unfunded and unsecured obligation of the Company. The Grantee shall not have any rights of a stockholder of the Company with respect to the shares of Stock underlying the Units unless and until the Units become earned and vested and are settled by the issuance of shares of Stock. Upon issuance of shares of Stock in connection with the settlement of vested Units, the Grantee shall be the record owner of the shares of Stock unless and until such shares are sold or otherwise disposed of, and as record owner shall be entitled to all rights of a stockholder of the Company (including voting rights).

(d) The Grantee may designate a beneficiary to receive payment in connection with the Units in the event of the Grantee's death in accordance with the Company's beneficiary designation procedures, as in effect from time to time. If the Grantee does not designate a beneficiary, or if the Grantee's designated beneficiary does not survive the Grantee, then the Grantee's beneficiary will be the Grantee's estate.

(e) Units earned will receive dividend equivalents paid in cash (without interest) based on the dividend rates in effect during the vesting period applied to the number of Units the Grantee earns, which will be subject to the vesting provisions set forth in the Notice. Cash dividend equivalents accrued on the earned Units will be paid in cash on or about the same time the earned Units are settled and paid.

2. Restrictions. Subject to any exceptions set forth in this Agreement, until such time as the Units become earned and vested and are settled in shares of Stock in accordance with Section 1, the Units or the rights relating thereto may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Grantee. Any attempt to assign, alienate, pledge, attach, sell or otherwise transfer or encumber the Units or the rights relating thereto shall be wholly ineffective and, if any such attempt is made, the Units will be forfeited by the Grantee and all of the Grantee's rights to such Units shall immediately terminate without any payment of consideration by the Company.

3. Cancellation of Rights. If any portion of the Units fail to become earned and vested (for example, because the Grantee fails to satisfy the vesting conditions specified in the Notice prior to a Separation from Service), then such Units shall be immediately forfeited as of the date of such failure and all of the Grantee's rights to such Units shall immediately terminate without any payment of consideration by the Company.

4. Responsibility for Taxes.

(a) Regardless of any action the Company takes with respect to any or all income tax, payroll tax or other tax-related withholding ("**Tax-Related Items**"), the Grantee acknowledges that the ultimate liability for all Tax-Related Items owed by the Grantee is and remains the Grantee's responsibility and that the Company (i) makes no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including the grant or vesting of the Units or the subsequent sale of shares of Stock acquired upon vesting; and (ii) does not commit to structure the terms of the grant or any aspect of the Award to reduce or eliminate the Grantee's liability for Tax-Related Items.

(b) Prior to vesting of the Units, the Grantee shall pay or make adequate arrangements satisfactory to the Company to satisfy all minimum withholding obligations of the Company. In this regard, the Grantee authorizes the Company to withhold all applicable minimum Tax-Related Items legally payable by the Grantee from the Grantee's wages or other cash compensation paid to the Grantee by the Company or from proceeds of the sale of the shares of Stock. Alternatively, or in addition, to the extent permissible under applicable law, the Company may (i) sell or arrange for the sale of shares of Stock that the Grantee acquires to meet the minimum withholding obligation for Tax-Related Items, and/or (ii) withhold in shares of Stock, provided that the Company only withholds the amount of shares of Stock necessary to satisfy the minimum withholding amount. Finally, the Grantee shall pay to the Company any amount of Tax-Related Items that the Company may be required to withhold as a result of the Grantee's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue and deliver shares of Stock in payment of any earned and vested Units if the Grantee fails to comply with the Grantee's obligations in connection with the Tax-Related Items as described in this Section 4.

5. Grantee Representations. The Grantee hereby represents to the Company that the Grantee has read and fully understands the provisions of this Agreement, the Prospectus and the Plan, and the Grantee's decision to participate in the Plan is completely voluntary. Further, the Grantee acknowledges that the Grantee is relying solely on his or her own advisors with respect to the tax consequences of this Award.

6. Regulatory Restrictions on the Shares Issued Upon Settlement. Notwithstanding the other provisions of this Agreement, the Committee shall have the sole discretion to impose such conditions, restrictions and limitations on the issuance of shares of Stock with respect to this Award unless and until the Committee determines that such issuance complies with (i) any applicable registration requirements under the Securities Act or the Committee has determined that an exemption therefrom is available, (ii) any applicable listing requirement of any stock exchange on which the Stock is listed, (iii) any applicable Company policy or administrative rules, and (iv) any other applicable provision of state, federal or foreign law, including foreign securities laws where applicable.

7. Miscellaneous.

(a) Notices. Any notice which either party hereto may be required or permitted to give to the other shall be in writing and may be delivered personally, by intraoffice mail, by fax, by electronic mail or other electronic means, or via a postal service, postage prepaid, to such electronic mail or postal address and directed to such person as the Company may notify the Grantee from time to time; and to the Grantee at the Grantee's electronic mail or postal address as shown on the records of the Company from time to time, or at such other electronic mail or postal address as the Grantee, by notice to the Company, may designate in writing from time to time.

(b) Waiver. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

(c) Entire Agreement. This Agreement and the Plan constitute the entire agreement between the parties with respect to the subject matter hereof. Any prior agreements, commitments or negotiations concerning the Award are superseded.

(d) Binding Effect; Successors. This Agreement shall inure to the benefit of and be binding upon the parties hereto and to the extent not prohibited herein, their respective heirs, successors, assigns and representatives. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto and as provided above, their respective heirs, successors, assigns and representatives any rights, remedies, obligations or liabilities.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of law, and applicable Federal law.

(f) Dispute Resolution. In the event of any dispute, claim, question or disagreement arising out of or relating to this Award, the parties shall use their best efforts to settle such dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other, in good faith, and, recognizing their mutual interests, attempt to reach a just and equitable resolution satisfactory to both parties. If the parties do not reach such a resolution within a period of 30 days, then any such

unresolved dispute or claim, upon notice by any party to the other, shall be submitted to and finally settled by arbitration in accordance with the Commercial Arbitration Rules (the "Rules") of the American Arbitration Association ("AAA") in effect at the time demand for arbitration is made by any such party. The parties shall mutually agree upon a single arbitrator within 30 days of such demand. In the event that the parties are unable to so agree within such 30 day period, then within the following 30 day period, one arbitrator shall be named by each party. A third arbitrator shall be named by the two arbitrators so chosen within ten 10 days after the appointment of the first two arbitrators. In the event that the third arbitrator is not agreed upon, he or she shall be named by the AAA. Arbitration shall occur in the State of North Carolina or such other location as may be mutually agreed to by the parties. The award made by all or a majority of the panel of arbitrators shall be final and binding, and judgment may be entered based upon such award in any court of law having competent jurisdiction. The award is subject to confirmation, modification, correction or vacation only as explicitly provided in Title 9 of the United States Code. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. The United States Arbitration Act and the Rules shall govern the interpretation, enforcement, and proceedings pursuant to this Section 7(f). Any provisional remedy which would be available from a court of law shall be available from the arbitrators to the parties to this Agreement pending arbitration. Either party may make an application to the arbitrators seeking injunctive relief to maintain the status quo, or may seek from a court of competent jurisdiction any interim or provisional relief that may be necessary to protect the rights and property of that party, until such times as the arbitration award is rendered or the controversy otherwise resolved. To the full extent permitted by law and upon presentation of appropriate documentation, all reasonable legal fees and expenses incurred by the Grantee as a result of any dispute under this Section 7(f) involving the validity or enforceability of, or liability under, any provision of this Agreement shall be paid by the Company if the Company unreasonably or maliciously contested the validity or enforceability of any provision of this Agreement. By agreeing to binding arbitration, the Grantee hereby waives his or her right to a jury trial.

(g) Venue. Any arbitration, legal or equitable action or any proceeding arising directly, indirectly, or otherwise in connection with, out of, related to or from the Agreement, or any provision hereof, shall exclusively be filed and adjudicated in Mecklenburg County, North Carolina and no other venue.

(h) Headings. The headings contained herein are for the sole purpose of convenience of reference, and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

(i) Conflicts; Amendment. The provisions of the Plan are incorporated in this Agreement in their entirety. In the event of any conflict between the provisions of this Agreement and the Plan, the provisions of the Plan shall control. This Agreement may be amended at any time by the Committee, provided that no amendment (including any action under Section 6.3 of the Plan) may, without the consent of the Grantee, materially impair the Grantee's rights with respect to the Award. The Committee shall have full authority and discretion, subject only to the terms of the Plan, to decide all matters relating to the administration or interpretation of the Plan, the Award, and the Agreement, and all such action by the Committee shall be final, conclusive, and binding upon the Company and the Grantee.

(j) No Right to Continued Employment. Nothing in this Agreement shall confer upon the Grantee any right to continue in the employ or service of the Company or affect the right of the Company to terminate the Grantee's employment or service at any time.

(k) Further Assurances. The Grantee agrees, upon demand of the Company or the Committee, to do all acts and execute, deliver and perform all additional documents, instruments and agreements which may be reasonably required by the Company or the Committee, as the case may be, to implement the provisions and purposes of this Agreement and the Plan.

(l) Additional Acknowledgments; Appendix A and Appendix B. By accepting this Award, the Grantee acknowledges and agrees that this Award is subject to the general terms applicable to Awards granted to employees outside the U.S. set forth in the Appendix A hereto and any applicable country-specific provisions for Awards outside the U.S. set forth in the Appendix B hereto. If the Grantee relocates to another country during the life of the Award, the special terms and conditions (if any) for such country will apply to the Grantee to the extent Sealed Air Corporation determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. Appendix A and Appendix B constitute part of this Agreement. Please review the provisions of Appendix A and Appendix B carefully, as this Award will be null and void absent the Grantee's acceptance of such provisions. Sealed Air Corporation reserves the right to impose other requirements on the Award to the extent that Sealed Air Corporation determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Award and to require the Grantee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

(m) Recovery of Compensation. In accordance with Section 3.3 of the Plan, the Award is subject to the requirements of (i) Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (regarding recovery of erroneously awarded compensation) and any implementing rules and regulations thereunder, (ii) any policies adopted by the Company to

implement such requirements, and (iii) the Company's Policy on Recoupment of Incentive Compensation, as in effect from time to time, all to the extent determined by the Committee to be applicable to the Grantee.

(n) Restrictive Covenants. If the Grantee is subject to any employment-related covenants (including covenants regarding non-competition, non-solicitation of customers/employees and preservation of confidential information) under any agreement with the Company or any Subsidiary, the vesting and receipt of benefits under this Award is specifically conditioned on the Grantee's compliance with such covenants. To the extent allowed by and consistent with applicable law and any applicable limitations period, if it is determined at any time that the Grantee has materially breached any such covenants, the Company will be entitled to (i) cause any unvested portion of the Award to be immediately canceled without any payment of consideration by the Company and (ii) recover from the Grantee in its sole discretion some or all of the shares of Stock (or proceeds received by the Grantee from such shares of Stock) paid to the Grantee pursuant to this Agreement. The Grantee recognizes that if the Grantee breaches any such covenants, the losses to the Company and/or its Subsidiaries may amount to the full value of any shares of Stock paid to the Grantee pursuant to this Agreement.

(o) Severability. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

APPENDIX A
TO THE TERMS AND CONDITIONS OF RESTRICTED STOCK UNIT AWARD

<u>General Terms Applicable to Awards Granted to Employees Outside the U.S.</u>

1. DATA PRIVACY

By accepting the this Award, the Grantee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Grantee's personal data as described in this document and any other grant materials by and among, as applicable, the Company, the Grantee's employer and any other Affiliate for the exclusive purpose of implementing, administering and managing the Units.

*The Grantee understands that the Company and the Grantee's employer hold certain personal information about the Grantee, including, but not limited to, the Grantee's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company or any Affiliates, details of any entitlement to shares of stock or equivalent benefits awarded, canceled, vested, unvested or outstanding in the Grantee's favor ("**Data**"), for the purpose of implementing, administering and managing the Grantee's participation in the Plan. The Grantee understands that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Grantee's country or elsewhere (e.g., the United States), and that the recipient's country may have different data privacy laws and protections from the Grantee's country. The Grantee understands that the Grantee may request a list with the names and addresses of any potential recipients of the Data by contacting the Grantee's local human resources representative. The Grantee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the exclusive purposes of implementing, administering and managing the Grantee's participation in the Plan. The Grantee understands that Data will be held only as long as is necessary to implement, administer and manage the Grantee's participation in the Plan. The Grantee understands that the Grantee may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Grantee's local human resources representative. Further, the Grantee understands that the Grantee is providing the consents herein on a purely voluntary basis. If the Grantee does not consent, or if the Grantee later seeks to revoke the Grantee's consent, the Grantee's employment status or service and career with the Grantee's employer will not be adversely affected; the only adverse consequence of refusing or withdrawing the Grantee's consent is that the Company would not be able to grant to the Grantee Units or other awards or administer or maintain such awards. Therefore, the Grantee understands that refusing or withdrawing the Grantee's consent may affect the Grantee's ability to benefit from the Units. For more information on the consequences of the Grantee's refusal to consent or withdrawal of consent, the Grantee understands that the Grantee may contact the Grantee's local human resources representative.*

2. ADDITIONAL ACKNOWLEDGEMENTS

By entering into this Agreement and accepting the grant of Units evidenced hereby, the Grantee acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by the Company, and all Awards under the Plan are discretionary in nature;

(b) the grant of Units is voluntary and occasional and does not create any contractual or other right to receive future awards of Units or benefits in lieu of Units, even if such awards have been awarded in the past;

(c) all decisions with respect to future awards, if any, will be at the sole discretion of the Company;

(d) the grant of Units shall not create a right to employment with the Grantee's employer or any other Affiliate and shall not interfere with the ability of the Company, the Grantee's employer or any other Affiliate to terminate the Grantee's employment or service relationship (if any);

(e) the Grantee is voluntarily participating in the Plan;

(f) the Units and any payment made pursuant to the Units, and the value and income of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement benefits or welfare benefits or similar payments;

(g) unless otherwise agreed with the Company, the Award and any shares of Stock subject to the Award, and the value and income of same, are not granted as consideration for, or in connection with, any service the Grantee may provide as a director of any Affiliate;

(h) in accepting the grant of Units, the Grantee expressly recognizes that the Units are an award made solely by the Company, with principal offices at 8215 Forest Point Boulevard, Charlotte, NC 28273, U.S.A.; the Company is solely responsible for the administration of the Plan and the Grantee's participation in the Plan; in the event that the Grantee is an employee of an Affiliate, the Units and the Grantee's participation in the Plan will not create a right to employment be interpreted to form an employment or service contract or relationship with the Company; furthermore, the Units will not be interpreted to form an employment or service contract with any Affiliate;

(i) the future value of the shares of Stock which may be delivered in settlement of the Units (to the extent earned) is unknown, indeterminable and cannot be predicted with certainty;

(j) no claim or entitlement to compensation or damages shall arise from forfeiture of the Units resulting from termination of the Grantee's employment or service (for any reason whatsoever, whether or not such termination is later found to be invalid or in breach of the employment laws in the jurisdiction where the Grantee is employed or providing services or the terms of the Grantee's employment or service agreement, if any) or recoupment of all or any portion of any payment made pursuant to the Units as provided by the Company's Policy on Recoupment of Incentive Compensation and, in consideration of the grant of the Units to which the Grantee is not otherwise entitled, the Grantee irrevocably agrees never to institute any claim against the Company, the Grantee's employer or any other Affiliate, waives the Grantee's ability, if any, to bring any such claim, and releases the Company, the Grantee's employer and any other Affiliate from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, the Grantee shall be deemed irrevocably to have agreed not to pursue such claim, and the Grantee agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim;

(k) for purposes of the Units, the Grantee's employment will be considered terminated as of the date the Grantee is no longer actively employed and providing services to the Company or one of its Affiliates (for any reason whatsoever, whether or not such termination is later found to be invalid or in breach of the employment laws in the jurisdiction where the Grantee is employed or providing services or the terms of the Grantee's employment or service agreement, if any), and unless otherwise expressly provided in this Agreement or otherwise determined by the Company, the Grantee's right to vest in any portion of the Units (and any related dividend equivalents) under the Plan, if any, will terminate as of such date and will not be extended by any notice period (*e.g.*, the Grantee's active employment or period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under the employment laws in the jurisdiction where the Grantee is employed or providing services or the terms of the Grantee's employment or service agreement, if any); the Company, in its sole discretion, shall determine when the Grantee is no longer actively employed or providing services for purposes of the Units (including whether the Grantee may still be considered to be actively employed or providing services while on an approved leave of absence);

(l) the Grantee is solely responsible for investigating and complying with any exchange control laws applicable to the Grantee in connection with his or her participation in the Plan;

(m) unless otherwise provided in the Plan or by the Company in its discretion, the Units and the benefits evidenced by this Agreement do not create any entitlement to have the Units or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Company's common stock; and

(n) neither the Company, the Grantee's employer nor any other Affiliate shall be liable for any foreign exchange rate fluctuation between the Grantee's local currency and the United States Dollar that may affect the value of the Units, any payment made pursuant to the Units or the subsequent sale of any shares of Stock acquired under the Plan.

3. NO ADVICE REGARDING GRANT

The Company is not providing any tax, legal, or financial advice, nor is the Company making any recommendations regarding the Grantee's participation in the Plan or the Grantee's acquisition of any shares of Stock under the Plan or subsequent sale of such shares of Stock. The Grantee is hereby advised to consult with the Grantee's personal tax, legal and financial advisors regarding the Grantee's participation in the Plan before taking any action in relation thereto.

4. LANGUAGE

If the Grantee has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version differs from the English version, the English version shall control.

5. ELECTRONIC DELIVERY AND ACCEPTANCE

The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

6. INSIDER-TRADING/MARKET-ABUSE LAWS

The Grantee acknowledge that, depending on his or her country, the Grantee may be subject to insider-trading restrictions and/or market-abuse laws, which may affect his or her ability to acquire or sell shares of Stock acquired or rights to acquire shares of Stock (*e.g.*, Awards, Units) under the Plan during such times as the Grantee is considered to have "inside information" regarding the Company (as defined by the laws in his or her country). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. The Grantee is responsible for complying with any applicable restrictions, and the Grantee is advised to speak to his or her personal legal advisor regarding this matter.

Exhibit 10.47

NOTICE OF GRANT OF RESTRICTED STOCK AWARD
(TIME-VESTING)

SEALED AIR CORPORATION
2014 OMNIBUS INCENTIVE PLAN

FOR GOOD AND VALUABLE CONSIDERATION, Sealed Air Corporation (the "**Company**") hereby grants this Restricted Stock Award (the "**Award**") of the number of shares of Restricted Stock set forth in this Notice of Grant of Restricted Stock Award (the "**Notice**") to the Grantee designated in this Notice, pursuant to the provisions of the Company's 2014 Omnibus Incentive Plan (the "**Plan**") and subject to certain restrictions as outlined below in this Notice and the additional provisions set forth in the attached Terms and Conditions of Restricted Stock Award (the "**Terms**"). Together, this Notice, the attached Terms and all Exhibits and Appendices hereto constitute the "**Agreement**." The terms and conditions of the Plan are incorporated by reference in their entirety into this Agreement. When used in this Agreement, the terms which are defined in the Plan shall have the meanings given to them in the Plan, as modified herein (if applicable).

Grantee: **[__________]**

Grant Date: **[__________]**

# of Shares of Restricted Stock: **[________]**

Vesting Schedule: Subject to the terms of the Plan and this Agreement, the shares of Restricted Stock shall become earned and vested, and the restrictions on the shares of Restricted Stock shall lapse, in accordance with the following schedule, in the event the Grantee does not have a Separation from Service prior to the applicable vesting date(s):

Vesting Date	% Vesting
Third anniversary of Grant Date	100%

Only a whole number of shares of Restricted Stock will become vested as of any given vesting date. If the number of shares of Restricted Stock determined as of a vesting date is a fractional number, the number vesting will be rounded down to the nearest whole number with any fractional portion carried forward. No shares of Restricted Stock shall become earned and vested following Grantee's Separation from Service, except as expressly provided in the Notice below, as applicable, or as otherwise provided pursuant to the terms of the Plan.

Impact of Separation from Service on Vesting: See Exhibit A

Acceleration of Vesting on or following a Change in Control: See Exhibit A

The Grantee must accept this Agreement electronically pursuant to the online acceptance procedure established by the Company within ninety (90) days; otherwise, the Company may, in its sole discretion, rescind the Award in its entirety.

EXHIBIT A

Separation from Service and Change in Control

(a) Impact of Separation from Service; Change in Control. If the Grantee has a Separation from Service before any of the vesting date(s) specified under "Vesting Schedule" in the Notice, then any unearned shares of Restricted Stock shall become earned and vested or be canceled depending on the reason for Separation from Service as follows:

(i) Death or Disability. If the Grantee has a Separation from Service due to the Grantee's death or Disability, any unearned shares of Restricted Stock shall become immediately earned and vested as of the date of such Separation from Service.

(ii) Change in Control. Notwithstanding anything in this Agreement to the contrary but subject to the provisions of Section 16.3.1(i) of the Plan, if (A) a Change in Control occurs and (B) on or after the Change in Control and on or before the second anniversary of the Change in Control either (1) the Grantee has a Separation from Service by action of the Company or the Grantee's employing Subsidiary for any reason other than Cause (excluding due to the Grantee's death or Disability) or (2) the Grantee has a Separation from Service for Good Reason, then any unearned shares of Restricted Stock shall become immediately earned and vested as of the date of such Separation from Service.

(iii) Any other Separation from Service. If the Grantee has a Separation from Service for any reason other than as specified in subparagraphs (i) or (ii) above, any shares of Restricted Stock that were not already earned and vested pursuant to the schedule specified under "Vesting Schedule" in the Notice as of the date of the Separation from Service shall be immediately canceled and forfeited as of the date of Separation from Service and shall be returned to the Company in accordance with Section 3 of the Terms and Conditions.

(b) Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

"**Cause**" shall be defined as that term is defined in the Grantee's offer letter or other applicable employment agreement; or, if there is no such definition, "Cause" means any conduct of a Grantee contained in the following list: (i) the Grantee engaging in fraud, embezzlement, or theft in connection with the Grantee's duties or in the course of his or her employment; (ii) an act or omission by the Grantee that is willfully or grossly negligent, contrary to the Company's or employing Subsidiary's established policies or practices, or materially harmful to the Company's or any Subsidiary's business or reputation or to the business of the Company's or any Subsidiary's customers or suppliers as it relates to the Company or such Subsidiary; (iii) the Grantee's plea of no contest to, or conviction of, a felony; (iv) the Grantee's substantial failure to perform his or her duties after receiving notice of the failure from the Company or employing Subsidiary, which failure has not been cured within thirty (30) days after the Grantee receives notice of the failure; or (v) the Grantee's breach of any non-competition or confidentiality covenant between the Grantee and the Company or any Subsidiary.

"**Disability**" shall be defined as permanent and total disability as determined in each case by the Committee in its discretion, which determination shall be final. Notwithstanding the foregoing, if this Award constitutes nonqualified deferred compensation within the meaning of Section 409A(d) of the Code and provides for an accelerated payment in connection with any Disability, Disability shall have the same meaning as set forth in any regulations, revenue procedure, revenue rulings or other pronouncements issued by the Secretary of the United States Treasury pursuant to Section 409A of the Code, applicable to such arrangements.

"**Good Reason**" shall be defined as that term is defined in the Grantee's offer letter or other applicable employment agreement; or, if there is no such definition, "Good Reason" means the Grantee's Separation from Service following the initial existence of one or more of the following conditions without the consent of the Grantee: (i) a material diminution in the Grantee's base compensation; (ii) a material diminution in the Grantee's authority, duties, or responsibilities; or (iii) a material change in the geographic location at which the Grantee must perform the services; provided, however, that a relocation of less than fifty (50) miles from the Grantee's then present location will not be considered a material change in geographic location. For a Separation from Service to be considered for Good Reason, the Grantee must provide notice to the Company of the existence of the condition described above within thirty (30) days of the initial existence of the condition, upon the notice of which the Company has thirty (30) days to remedy the condition. If the condition is not remedied by the Company within thirty (30) days of the notice, the Grantee must have a Separation from Service within thirty (30) days after the failure to remedy the condition.

TERMS AND CONDITIONS OF RESTRICTED STOCK AWARD

The Restricted Stock Award (the "**Award**") granted by Sealed Air Corporation (the "**Company**") to the Grantee specified in the Notice of Grant of Restricted Stock Award (the "**Notice**") to which these Terms and Conditions of Restricted Stock Award (the "**Terms**") are attached, is subject to the terms and conditions of the Plan, the Notice, these Terms, the general terms applicable to Awards granted to employees outside the U.S. set forth in the Appendix A hereto and any applicable country-specific provisions for Awards outside the U.S. set forth in the Appendix B hereto. The terms and conditions of the Plan are incorporated by reference in their entirety into these Terms. Together, the Notice, these Terms and all Exhibits and Appendices to the Notice and these Terms constitute the "**Agreement**." A Prospectus describing the Plan has been delivered to the Grantee. The Plan itself is available upon request. When used in this Agreement, the terms which are defined in the Plan shall have the meanings given to them in the Plan, as modified herein (if applicable). For purposes of these Terms, any reference to the Company shall include a reference to any Affiliate.

1. Grant of Shares of Restricted Stock.

(a) As of the Grant Date set forth in the Notice, Sealed Air Corporation grants to the Grantee the number of shares of Restricted Stock (the "**Restricted Shares**") set forth in the Notice. If and when the restrictions set forth in this Agreement expire in accordance with this Agreement without forfeiture of the Restricted Shares, and upon the satisfaction of all other applicable conditions as to the Restricted Shares, including the requirements of Sections 4, 7(m) and 7(n) of these Terms, such shares shall no longer be considered Restricted Shares for purposes of this Agreement.

(b) The period during which the Restricted Shares may not be transferred and are subject to a substantial risk of forfeiture under this Agreement (the "**Period of Restriction**") begins on the date of this Agreement and ends on the date that the vesting conditions set forth in the Notice have been satisfied. Until the end of the Period of Restriction, neither the Restricted Shares nor any interest in such shares shall be sold, transferred, pledged or encumbered.

(c) If the Restricted Shares are held in certificated form, every certificate of Common Stock issued pursuant to this Agreement shall, so long as the restrictions described in this Agreement remain in effect, bear a legend in substantially the following form and shall have in effect a stop-transfer order with respect thereto:

> This certificate and the shares represented hereby are held subject to the terms of the Sealed Air Corporation 2014 Omnibus Incentive Plan and a related Award Agreement, which Plan and Award Agreement provide that the shares issued pursuant thereto are subject to forfeiture to Sealed Air Corporation during a Period of Restriction and that neither such shares nor any interest therein may be sold, transferred, pledged or encumbered until the end of the Period of Restriction. If forfeiture occurs, the holder of the shares represented by this certificate will have no further rights with respect to such shares and this certificate will be deemed void. A copy of the 2014 Omnibus Incentive Plan is available for inspection at the executive offices of Sealed Air Corporation.

(d) The Restricted Shares shall be held by the Company until the end of the Period of Restriction. At the end of the Period of Restriction, provided that the Restricted Shares have not been forfeited, the Company shall issue and deliver to the Grantee (or to the Grantee's beneficiary, in the event of the Grantee's death) either a certificate or certificates or a statement in book entry form representing the Restricted Shares to be paid under this Agreement and free of the restrictive legend and stop-transfer instructions described in Section 1(c) above.

(e) The Grantee may designate a beneficiary to receive the Restricted Shares in the event of the Grantee's death in accordance with the Company's beneficiary designation procedures, as in effect from time to time. If the Grantee does not designate a beneficiary, or if the Grantee's designated beneficiary does not survive the Grantee, then the Grantee's beneficiary will be the Grantee's estate.

2. Ownership Rights and Restrictions of Transfer During Period of Restriction.

(a) During the Period of Restriction, the Grantee is entitled to all voting and ownership rights applicable to the Restricted Shares, including the right to receive any cash dividends that may be paid on the Restricted Shares.

(b) Any attempt to dispose of Restricted Shares or any interest in the Restricted Shares in a manner contrary to the restrictions set forth in this Agreement during the Period of Restriction shall be void and of no effect.

3. Forfeiture and Return of Shares. With respect to all Restricted Shares that are forfeited, the Grantee shall have no further rights as a stockholder from and after the date of forfeiture. The Grantee agrees that forfeited Restricted Shares shall be deemed canceled and returned to the treasury of the Company and that the Grantee will have no further incidents of ownership, including no right to receive dividends or other distributions with respect to forfeited shares.

4. Responsibility for Taxes.

(a) Regardless of any action the Company takes with respect to any or all income tax, payroll tax or other tax-related withholding ("**Tax-Related Items**"), the Grantee acknowledges that the ultimate liability for all Tax-Related Items owed by the Grantee is and remains the Grantee's responsibility and that the Company (i) makes no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including the grant or vesting of the Restricted Shares or the subsequent sale of shares of Stock acquired upon vesting; and (ii) does not commit to structure the terms of the grant or any aspect of the Award to reduce or eliminate the Grantee's liability for Tax-Related Items.

(b) Prior to vesting of the Restricted Shares, the Grantee shall pay or make adequate arrangements satisfactory to the Company to satisfy all minimum withholding obligations of the Company. In this regard, the Grantee authorizes the Company to withhold all applicable minimum Tax-Related Items legally payable by the Grantee from the Grantee's wages or other cash compensation paid to the Grantee by the Company or from proceeds of the sale of the shares of Stock. Alternatively, or in addition, to the extent permissible under applicable law, the Company may (i) sell or arrange for the sale of shares of Stock that the Grantee acquires to meet the minimum withholding obligation for Tax-Related Items, and/or (ii) withhold in shares of Stock, provided that the Company only withholds the amount of shares of Stock necessary to satisfy the minimum withholding amount. Finally, the Grantee shall pay to the Company any amount of Tax-Related Items that the Company may be required to withhold as a result of the Grantee's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue and deliver shares of Stock in payment of any earned and vested Restricted Shares if the Grantee fails to comply with the Grantee's obligations in connection with the Tax-Related Items as described in this Section 4.

5. Grantee Representations. The Grantee hereby represents to the Company that the Grantee has read and fully understands the provisions of this Agreement, the Prospectus and the Plan, and the Grantee's decision to participate in the Plan is completely voluntary. Further, the Grantee acknowledges that the Grantee is relying solely on his or her own advisors with respect to the tax consequences of this Award.

6. Regulatory Restrictions on the Shares Issued Upon Settlement. Notwithstanding the other provisions of this Agreement, the Committee shall have the sole discretion to impose such conditions, restrictions and limitations on the issuance of shares of Stock with respect to this Award unless and until the Committee determines that such issuance complies with (i) any applicable registration requirements under the Securities Act or the Committee has determined that an exemption therefrom is available, (ii) any applicable listing requirement of any stock exchange on which the Stock is listed, (iii) any applicable Company policy or administrative rules, and (iv) any other applicable provision of state, federal or foreign law, including foreign securities laws where applicable.

7. Miscellaneous.

(a) Notices. Any notice which either party hereto may be required or permitted to give to the other shall be in writing and may be delivered personally, by intraoffice mail, by fax, by electronic mail or other electronic means, or via a postal service, postage prepaid, to such electronic mail or postal address and directed to such person as the Company may notify the Grantee from time to time; and to the Grantee at the Grantee's electronic mail or postal address as shown on the records of the Company from time to time, or at such other electronic mail or postal address as the Grantee, by notice to the Company, may designate in writing from time to time.

(b) Waiver. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

(c) Entire Agreement. This Agreement and the Plan constitute the entire agreement between the parties with respect to the subject matter hereof. Any prior agreements, commitments or negotiations concerning the Award are superseded.

(d) Binding Effect; Successors. This Agreement shall inure to the benefit of and be binding upon the parties hereto and to the extent not prohibited herein, their respective heirs, successors, assigns and representatives. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto and as provided above, their respective heirs, successors, assigns and representatives any rights, remedies, obligations or liabilities.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of law, and applicable Federal law.

(f) Dispute Resolution. In the event of any dispute, claim, question or disagreement arising out of or relating to this Award, the parties shall use their best efforts to settle such dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other, in good faith, and, recognizing their mutual interests, attempt to reach a just and equitable resolution satisfactory to both parties. If the parties do not reach such a resolution within a period of 30 days, then any such unresolved dispute or claim, upon notice by any party to the other, shall be submitted to and finally settled by arbitration in

accordance with the Commercial Arbitration Rules (the "Rules") of the American Arbitration Association ("AAA") in effect at the time demand for arbitration is made by any such party. The parties shall mutually agree upon a single arbitrator within 30 days of such demand. In the event that the parties are unable to so agree within such 30 day period, then within the following 30 day period, one arbitrator shall be named by each party. A third arbitrator shall be named by the two arbitrators so chosen within ten 10 days after the appointment of the first two arbitrators. In the event that the third arbitrator is not agreed upon, he or she shall be named by the AAA. Arbitration shall occur in the State of North Carolina or such other location as may be mutually agreed to by the parties. The award made by all or a majority of the panel of arbitrators shall be final and binding, and judgment may be entered based upon such award in any court of law having competent jurisdiction. The award is subject to confirmation, modification, correction or vacation only as explicitly provided in Title 9 of the United States Code. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. The United States Arbitration Act and the Rules shall govern the interpretation, enforcement, and proceedings pursuant to this Section 7(f). Any provisional remedy which would be available from a court of law shall be available from the arbitrators to the parties to this Agreement pending arbitration. Either party may make an application to the arbitrators seeking injunctive relief to maintain the status quo, or may seek from a court of competent jurisdiction any interim or provisional relief that may be necessary to protect the rights and property of that party, until such times as the arbitration award is rendered or the controversy otherwise resolved. To the full extent permitted by law and upon presentation of appropriate documentation, all reasonable legal fees and expenses incurred by the Grantee as a result of any dispute under this Section 7(f) involving the validity or enforceability of, or liability under, any provision of this Agreement shall be paid by the Company if the Company unreasonably or maliciously contested the validity or enforceability of any provision of this Agreement. By agreeing to binding arbitration, the Grantee hereby waives his or her right to a jury trial.

(g) Venue. Any arbitration, legal or equitable action or any proceeding arising directly, indirectly, or otherwise in connection with, out of, related to or from the Agreement, or any provision hereof, shall exclusively be filed and adjudicated in Mecklenburg County, North Carolina and no other venue.

(h) Headings. The headings contained herein are for the sole purpose of convenience of reference, and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

(i) Conflicts; Amendment. The provisions of the Plan are incorporated in this Agreement in their entirety. In the event of any conflict between the provisions of this Agreement and the Plan, the provisions of the Plan shall control. This Agreement may be amended at any time by the Committee**,** provided that no amendment (including any action under Section 6.3 of the Plan) may, without the consent of the Grantee, materially impair the Grantee's rights with respect to the Award. The Committee shall have full authority and discretion, subject only to the terms of the Plan, to decide all matters relating to the administration or interpretation of the Plan, the Award, and the Agreement, and all such action by the Committee shall be final, conclusive, and binding upon the Company and the Grantee.

(j) No Right to Continued Employment. Nothing in this Agreement shall confer upon the Grantee any right to continue in the employ or service of the Company or affect the right of the Company to terminate the Grantee's employment or service at any time.

(k) Further Assurances. The Grantee agrees, upon demand of the Company or the Committee, to do all acts and execute, deliver and perform all additional documents, instruments and agreements which may be reasonably required by the Company or the Committee, as the case may be, to implement the provisions and purposes of this Agreement and the Plan.

(l) Additional Acknowledgments; Appendix A and Appendix B. By accepting this Award, the Grantee acknowledges and agrees that this Award is subject to the general terms applicable to Awards granted to employees outside the U.S. set forth in the Appendix A hereto and any applicable country-specific provisions for Awards outside the U.S. set forth in the Appendix B hereto. If the Grantee relocates to another country during the life of the Award, the special terms and conditions (if any) for such country will apply to the Grantee to the extent Sealed Air Corporation determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. Appendix A and Appendix B constitute part of this Agreement. Please review the provisions of Appendix A and Appendix B carefully, as this Award will be null and void absent the Grantee's acceptance of such provisions. Sealed Air Corporation reserves the right to impose other requirements on the Award to the extent that Sealed Air Corporation determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Award and to require the Grantee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

(m) Recovery of Compensation. In accordance with Section 3.3 of the Plan, the Award is subject to the requirements of (i) Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (regarding recovery of erroneously awarded compensation) and any implementing rules and regulations thereunder, (ii) any policies adopted by the Company to implement such requirements, and (iii) the Company's Policy on Recoupment of Incentive Compensation, as in effect from time to time, all to the extent determined by the Committee to be applicable to the Grantee.

(n) Restrictive Covenants. If the Grantee is subject to any employment-related covenants (including covenants regarding non-competition, non-solicitation of customers/employees and preservation of confidential information) under any agreement with the Company or any Subsidiary, the vesting and receipt of benefits under this Award is specifically conditioned on the Grantee's compliance with such covenants. To the extent allowed by and consistent with applicable law and any applicable limitations period, if it is determined at any time that the Grantee has materially breached any such covenants, the Company will be entitled to (i) cause any unvested portion of the Award to be immediately canceled without any payment of consideration by the Company and (ii) recover from the Grantee in its sole discretion some or all of the shares of Stock (or proceeds received by the Grantee from such shares of Stock) paid to the Grantee pursuant to this Agreement. The Grantee recognizes that if the Grantee breaches any such covenants, the losses to the Company and/or its Subsidiaries may amount to the full value of any shares of Stock paid to the Grantee pursuant to this Agreement.

(o) Severability. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

APPENDIX A

General Terms Applicable to Awards Granted to Employees Outside the U.S.

1. DATA PRIVACY

By accepting the this Award, the Grantee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Grantee's personal data as described in this document and any other grant materials by and among, as applicable, the Company, the Grantee's employer and any other Affiliate for the exclusive purpose of implementing, administering and managing the Restricted Shares.

The Grantee understands that the Company and the Grantee's employer hold certain personal information about the Grantee, including, but not limited to, the Grantee's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company or any Affiliates, details of any entitlement to shares of stock or equivalent benefits awarded, canceled, vested, unvested or outstanding in the Grantee's favor ("Data"), for the purpose of implementing, administering and managing the Grantee's participation in the Plan. The Grantee understands that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Grantee's country or elsewhere (e.g., the United States), and that the recipient's country may have different data privacy laws and protections from the Grantee's country. The Grantee understands that the Grantee may request a list with the names and addresses of any potential recipients of the Data by contacting the Grantee's local human resources representative. The Grantee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the exclusive purposes of implementing, administering and managing the Grantee's participation in the Plan. The Grantee understands that Data will be held only as long as is necessary to implement, administer and manage the Grantee's participation in the Plan. The Grantee understands that the Grantee may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Grantee's local human resources representative. Further, the Grantee understands that the Grantee is providing the consents herein on a purely voluntary basis. If the Grantee does not consent, or if the Grantee later seeks to revoke the Grantee's consent, the Grantee's employment status or service and career with the Grantee's employer will not be adversely affected; the only adverse consequence of refusing or withdrawing the Grantee's consent is that the Company would not be able to grant to the Grantee Restricted Shares or other awards or administer or maintain such awards. Therefore, the Grantee understands that refusing or withdrawing the Grantee's consent may affect the Grantee's ability to benefit from the Restricted Shares. For more information on the consequences of the Grantee's refusal to consent or withdrawal of consent, the Grantee understands that the Grantee may contact the Grantee's local human resources representative.

2. ADDITIONAL ACKNOWLEDGEMENTS

By entering into this Agreement and accepting the grant of Restricted Shares evidenced hereby, the Grantee acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by the Company, and all Awards under the Plan are discretionary in nature;

(b) the grant of Restricted Shares is voluntary and occasional and does not create any contractual or other right to receive future awards of Restricted Shares or benefits in lieu of Restricted Shares, even if such awards have been awarded in the past;

(c) all decisions with respect to future awards, if any, will be at the sole discretion of the Company;

(d) the grant of Restricted Shares shall not create a right to employment with the Grantee's employer or any other Affiliate and shall not interfere with the ability of the Company, the Grantee's employer or any other Affiliate to terminate the Grantee's employment or service relationship (if any);

(e) the Grantee is voluntarily participating in the Plan;

(f) the Restricted Shares and any payment made pursuant to the Restricted Shares are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement benefits or welfare benefits or similar payments;

(g) unless otherwise agreed with the Company, the Award and any shares of Stock subject to the Award, and the value and income of same, are not granted as consideration for, or in connection with, any service the Grantee may provide as a director of any Affiliate;

(h) in accepting the grant of Restricted Shares, the Grantee expressly recognizes that the Restricted Shares are an award made solely by the Company, with principal offices at 8215 Forest Point Boulevard, Charlotte, NC 28273, U.S.A.; the Company is solely responsible for the administration of the Plan and the Grantee's participation in the Plan; in the event that the Grantee is an employee of an Affiliate, the Restricted Shares and the Grantee's participation in the Plan will not create a right to employment be interpreted to form an employment or service contract or relationship with the Company; furthermore, the Restricted Shares will not be interpreted to form an employment or service contract with any Affiliate;

(i) the future value of the shares of Stock which may be delivered in settlement of the Restricted Shares (to the extent earned) is unknown, indeterminable and cannot be predicted with certainty;

(j) no claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Shares resulting from termination of the Grantee's employment or service (for any reason whatsoever, whether or not such termination is later found to be invalid or in breach of the employment laws in the jurisdiction where the Grantee is employed or providing services or the terms of the Grantee's employment or service agreement, if any) or recoupment of all or any portion of any payment made pursuant to the Restricted Shares as provided by the Company's Policy on Recoupment of Incentive Compensation and, in consideration of the grant of the Restricted Shares to which the Grantee is not otherwise entitled, the Grantee irrevocably agrees never to institute any claim against the Company, the Grantee's employer or any other Affiliate, waives the Grantee's ability, if any, to bring any such claim, and releases the Company, the Grantee's employer and any other Affiliate from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, the Grantee shall be deemed irrevocably to have agreed not to pursue such claim, and the Grantee agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim;

(k) for purposes of the Restricted Shares, the Grantee's employment will be considered terminated as of the date the Grantee is no longer actively employed and providing services to the Company or one of its Affiliates (for any reason whatsoever, whether or not such termination is later found to be invalid or in breach of the employment laws in the jurisdiction where the Grantee is employed or providing services or the terms of the Grantee's employment or service agreement, if any), and unless otherwise expressly provided in this Agreement or otherwise determined by the Company, the Grantee's right to vest in any portion of the Restricted Shares under the Plan, if any, will terminate as of such date and will not be extended by any notice period (*e.g.*, the Grantee's active employment or period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under the employment laws in the jurisdiction where the Grantee is employed or providing services or the terms of the Grantee's employment or service agreement, if any); the Company, in its sole discretion, shall determine when the Grantee is no longer actively employed or providing services for purposes of the Restricted Shares (including whether the Grantee may still be considered to be actively employed or providing services while on an approved leave of absence);

(l) the Grantee is solely responsible for investigating and complying with any exchange control laws applicable to the Grantee in connection with his or her participation in the Plan;

(m) unless otherwise provided in the Plan or by the Company in its discretion, the Restricted Shares and the benefits evidenced by this Agreement do not create any entitlement to have the Restricted Shares or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Company's common stock; and

(n) neither the Company, the Grantee's employer nor any other Affiliate shall be liable for any foreign exchange rate fluctuation between the Grantee's local currency and the United States Dollar that may affect the value of the Restricted Shares, any payment made pursuant to the Restricted Shares or the subsequent sale of any shares of Stock acquired under the Plan.

3. NO ADVICE REGARDING GRANT

The Company is not providing any tax, legal, or financial advice, nor is the Company making any recommendations regarding the Grantee's participation in the Plan or the Grantee's acquisition of any shares of Stock under the Plan or subsequent sale of such shares of Stock. The Grantee is hereby advised to consult with the Grantee's personal tax, legal and financial advisors regarding the Grantee's participation in the Plan before taking any action in relation thereto.

4. LANGUAGE

If the Grantee has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version differs from the English version, the English version shall control.

5. ELECTRONIC DELIVERY AND ACCEPTANCE

The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

6. INSIDER-TRADING/MARKET-ABUSE LAWS

The Grantee acknowledge that, depending on his or her country, the Grantee may be subject to insider-trading restrictions and/or market-abuse laws, which may affect his or her ability to acquire or sell shares of Stock acquired or rights to acquire shares of Stock (*e.g.*, Awards, Restricted Shares) under the Plan during such times as the Grantee is considered to have "inside information" regarding the Company (as defined by the laws in his or her country). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. The Grantee is responsible for complying with any applicable restrictions, and the Grantee is advised to speak to his or her personal legal advisor regarding this matter.

APPENDIX B
TO THE TERMS AND CONDITIONS OF RESTRICTED STOCK AWARD

Special Provisions for Awards in Countries Outside the U.S.

Capitalized terms used but not defined herein shall have the same meanings assigned to them in the Agreement and the Plan.

Terms and Conditions

This Appendix B includes additional or different terms and conditions that govern the Grantee's Award if the Grantee is in one of the countries listed below. This Appendix B is part of the Award Agreement.

If the Grantee is a citizen or resident of a country other than the one in which the Grantee is currently residing and/or working, is considered a citizen or resident of another country for local law purposes or transfers employment and/or residency to another country after the Award is granted to the Grantee, the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to the Grantee.

Notifications

This Appendix B also includes information regarding securities, exchange controls and certain other tax or legal issues of which the Grantee should be aware with respect to his or her participation in the Plan. The information is based on the tax, securities, exchange control and other laws in effect in the respective countries as of February 2015. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Grantee not rely on the information in this Appendix B as the only source of information relating to the consequences of his or her participation in the Plan because the information may be out of date at the time that the Restricted Shares vest and become payable, any shares of Stock are issued or the Grantee sells shares of Stock acquired under the Plan.

Finally, if the Grantee is a citizen or resident of a country other than the one in which he or she is currently working, is considered a resident of another country for local law purposes or transfers employment and/or residency between countries after the date of grant, the information contained herein may not be applicable in the same manner to him or her.

Exhibit 12.1

The historical ratios below were prepared on a consolidated basis using amounts calculated in accordance with U.S. GAAP, and, therefore, reflect all consolidated earnings and fixed charges.

The ratio of earnings to fixed charges was determined by dividing earnings available to cover fixed charges by total fixed charges. Earnings available to cover fixed charges consist of: (i) earnings from continuing operations before income tax provision and (ii) fixed charges, exclusive of capitalized interest. Total fixed charges consist of: (i) interest expense, which includes amortized premiums, discounts and capitalized expenses related to debt issuances, (ii) capitalized interest and (iii) an estimate of interest within rental expense. Earnings from discontinued operations related to the sale of Diversey Japan and related fixed charges have been excluded. As of the date of this Annual Report on Form 10-K, no shares of our preferred stock were issued and outstanding.

SEALED AIR CORPORATION AND SUBSIDIARIES
COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES

	Year Ended December 31,				
(in millions)	**2014**	**2013**	**2012**	**2011**	**2010**
Earnings (loss) available to cover fixed charges:					
Earnings (loss) from continuing operations before income tax provision [1]	$ 267.2	$ 180.2	$ (1,884.4)	$ 194.3	$ 346.9
Total fixed charges	317.7	391.9	417.9	238.1	176.7
Amortization of capitalized interest	5.8	5.8	6.2	6.2	6.2
Capitalized interest	(6.2)	(4.9)	(5.5)	(4.2)	(3.7)
Earnings (loss) available to cover fixed charges	$ 584.5	$ 573.0	$ (1,465.8)	$ 434.4	$ 526.1
Fixed charges:					
Interest expense	$ 287.7	$ 361.0	$ 384.7	$ 216.6	$ 161.6
Capitalized interest	6.2	4.9	5.5	4.2	3.7
Interest component of rental expense[2]	23.8	26.0	27.7	17.3	11.4
Total fixed charges	$ 317.7	$ 391.9	$ 417.9	$ 238.1	$ 176.7
Ratio of earnings to fixed charges	1.8 x	1.5 x	*	1.8 x	3.0 x

(1) During the fourth quarter of 2014, we changed the method of valuing our inventories that used the LIFO method to the FIFO method, so that all of our inventories are now valued at FIFO. As a result of this accounting change, net earnings (loss) from continuing operations before income tax provision have been retrospectively changed. Refer to Note 2, “Summary of Significant Accounting Policies – Inventories,” for a discussion of our change in accounting policy.

(2) The interest component of rental expense has been deemed to be approximately 33% of rental expense.

* Loss did not cover fixed charges by $1,466 million in 2012 due to the pre-tax non-cash impairment charge of goodwill and other intangible assets of $1,892 million (see Note 8 “Goodwill and Identifiable Intangible Assets,” for further discussion).

Exhibit 18

February 27, 2015

Sealed Air Corporation

Elmwood Park, New Jersey

Ladies and Gentlemen:

We have audited the consolidated balance sheets of Sealed Air Corporation (the “Company”) as of December 31, 2014 and 2013, and the related consolidated statements of operations, comprehensive income (loss), stockholders’ equity, and cash flows for each of the years in the three-year period ended December 31, 2014, and have reported thereon under date of February 27, 2015. The aforementioned consolidated financial statements and our audit report thereon are included in the Company’s annual report on Form 10-K for the year ended December 31, 2014. As stated in Note 2 to those consolidated financial statements, the Company changed its method of accounting for inventory from the last-in, first-out (LIFO) method to the first-in, first-out (FIFO) method and states that the newly adopted accounting principle is preferable in the circumstances because it will more closely reflect the current value of inventory in the consolidated balance sheet and conform all inventories to the FIFO valuation method for better reporting consistency across the Company’s segments and regions. In accordance with your request, we have reviewed and discussed with the Company officials the circumstances and business judgment and planning upon which the decision to make this change in the method of accounting was based.

With regard to the aforementioned accounting change, authoritative criteria have not been established for evaluating the preferability of one acceptable method of accounting over another acceptable method. However, for purposes of the Company’s compliance with the requirements of the Securities and Exchange Commission, we are furnishing this letter.

Based on our review and discussion, with reliance on management’s business judgment and planning, we concur that the newly adopted method of accounting is preferable in the Company’s circumstances.

Very truly yours,

/s/ KPMG LLP

Exhibit 21

SUBSIDIARIES OF THE COMPANY

Subsidiary	Jurisdiction
Aconcagua Distribuciones SRL	Argentina
SACR Sealed Air Costa Rica, S.A.	Costa Rica
Auto-C, LLC	Delaware
Blue Dot Packaging Pty Ltd.	Australia
BluPack (New Zealand)	New Zealand
Ciras C.V.	Netherlands
Ciras C.V. – Luxembourg Branch	Luxembourg
CJSC Sealed Air Kaustik	Russia
Cleanwise, Inc.	Delaware
CPI Packaging, Inc.	Delaware
Cryovac Australia Pty Limited	Australia
Cryovac Brasil Ltda.	Brazil
Cryovac Chile Holdings, LLC	Delaware
Cryovac Holdings II, LLC	Delaware†
Cryovac, Inc. †	Delaware
Cryovac International Holdings Inc.	Delaware
Cryovac Leasing Corporation	Delaware
Cryovac (Malaysia) SDN. BHD.	Malaysia
Cryovac Packaging Portugal Embalagens, Ltda	Portugal
Cryovac-Sealed Air Costa Rica S.R.L.	Costa Rica
Cryovac Sweden AB	Sweden
Diversey Acting Off-shore Capital Management Limited Liability Company (officially abbrev: Diversey Hungary Ltd.)	Hungary
Diversey Austria Services GmbH	Austria
Diversey Austria Trading GmbH	Austria
Diversey Australia Pty. Ltd.	Australia
Diversey Belgium BVBA	Belgium
Diversey Belgium Services BVBA	Belgium
Diversey Brasil Indústria Quimica Ltda.	Brazil
Diversey B.V.	Netherlands
Diversey Canada, Inc.	Canada
Diversey Centroamerica S.A.	Guatemala
Diversey Česká republika s.r.o., clen koncernu Diversey	Czech Republic
Diversey G.K.	Japan
Diversey Czech Services s.r.o., clen koncernu Diversey	Czech Republic

Diversey Danmark ApS	Denmark
Diversey Danmark Services ApS	Denmark
Diversey de Argentina S.A.	Argentina
Diversey de Paraguay S.R.L.	Paraguay
Diversey de Uruguay S.R.L.	Uruguay
Diversey Deutschland GmbH & Co., OHG	Germany
Diversey Deutschland Management GmbH	Germany
Diversey Dominicana, S.R.L.	Dominican Republic
Diversey d.o.o.	Slovenia
Diversey Eastern and Central Africa Limited	Kenya
Diversey Egypt Limited	Egypt
Diversey Egypt One, Limited	Egypt
Diversey Egypt Trading Company, S.A.E.	Egypt
Diversey Egypt Two, Limited	Egypt
Diversey España Production, S.L.	Spain
Diversey España Services, S.L.	Spain
Diversey España , S.L.	Spain
Diversey Europe B.V. Utrecht, Zweigniederlassung Muchwilen (Swiss Branch)	Switzerland
Diversey Europe B.V.	Netherlands
Diversey Europe Holdings B.V.	Netherlands
Diversey Europe Holdings C.V.	Netherlands
Diversey Europe Investments B.V.	Netherlands
Diversey Europe Operations B.V.	Netherlands
Diversey France Production S.A.S.	France
Diversey France Services S.A.S.	France
Diversey (France) S.A.S.	France
Diversey Germany Production OHG	Germany
Diversey Germany Services OHG	Germany
Diversey Global Holdings C.V.	Netherlands
Diversey Gulf FZE	United Arab Emirates
Diversey Hellas Societe Anonyme Cleaning and Trading Systems (officially abbreviated Diversey Hellas S.A.)	Greece
Diversey Hellas Single Partner Limited Liability Company Technical Support Services for Cleaning and Hygiene Systems (officially abbreviated Diversey Hellas Single Partner Limited Liability Company)	Greece
Diversey Holdings II B.V.	Netherlands
Diversey Holdings Limited	United Kingdom

Diversey Holdings, LLC	Delaware
Diversey Hong Kong Limited	Hong Kong
Diversey Hong Kong RE Holdings Limited	Hong Kong
Diversey Hungary Manufacture and Trade Limited Liability Company (official abbreviated name Diversey Ltd.)	Hungary
Diversey Hungary Services Kft.	Hungary
Diversey Hygiene (Guangdong) Ltd.	China
Diversey Hygiene Sales Limited	Ireland
Diversey Hygiene (Taiwan) Ltd.	Taiwan
Diversey Hygiene (Thailand) Co., Ltd.	Thailand
Diversey, Inc.	Delaware
Diversey India Private Limited	India
Diversey Industrial y Comercial de Chile Limitada	Chile
Diversey International Holdings LLC	Delaware
Diversey IP International B.V.	Netherlands
Diversey Israel Ltd.	Israel
Diversey Italy Production s.r.l.	Italy
Diversey Italy Services s.r.l.	Italy
Diversey Jamaica Limited	Jamaica
Diversey J Trustee Limited	United Kingdom
Diversey Kimya Sanayi ve Ticaret A.S.	Turkey
Diversey Korea Co., Ltd.	Korea
Diversey LLC	Russia
Diversey Limited	United Kingdom
Diversey (Malaysia) Sdn. Bhd.	Malaysia
Diversey Maroc S.A.	Morocco
Diversey Netherlands Services B.V.	Netherlands
Diversey Netherlands Production B.V.	Netherlands
Diversey New Zealand Limited	New Zealand
Diversey Perú S.A.C.	Peru
Diversey Philippines, Inc.	Philippines
Diversey Poland Services Sp. z o.o.	Poland
Diversey Polska Sp. z.o.o.	Poland
Diversey Portugal - Sistemas de Higiene e Limpeza, Unipessoal, Lda.	Portugal
Diversey Portugal II - Services, Lda.	Portugal
Diversey (Private) Limited	Pakistan

Diversey Professional B.V.	Netherlands
Diversey Puerto Rico, Inc.	Delaware
Diversey Puerto Rico, Inc. (Branch)	Delaware
Diversey Romania S.R.L.	Romania
Diversey Sweden Services AB	Sweden
Diversey Switzerland Production GmbH	Switzerland
Diversey Switzerland Services GmbH	Switzerland
Diversey Shareholdings, Inc.	Delaware
Diversey Singapore Pty. Ltd.	Singapore
Diversey Slovakia, s.r.o.	Slovakia
Diversey South Africa (Pty.) Ltd.	South Africa
Diversey s.r.l.	Italy
Diversey Suomi Oy	Finland
Diversey Suomi Services Oy	Finland
Diversey Sverige AB	Sweden
Diversey Trading (Shanghai) Co., Ltd.	China
Diversey Trustee Limited	United Kingdom
Diversey UK Production Limited	United Kingdom
Diversey UK Services Limited	United Kingdom
Diversey Venezuela, S.A.	Venezuela
Diversey West Africa Limited	Nigeria
Drypac Pty. Ltd.	Australia
Entapack Pty. Ltd.	Australia
GEIE VES***	France
Getpacking.com, GmbH	Switzerland
Invertol S.de R.L. de C.V.	Mexico
JDER Limited	Ireland
JDI CEE Holdings, Inc.	Delaware
JDI Holdings, Inc.	Nevada
Diversey (Barbados) Holdings Ltd.	Barbados
Diversey Jamaica II Limited	Jamaica
JWP Investments, Inc.	Nevada
JWP Investments Offshore, Inc.	Cayman Islands
JWPR Corporation	Nevada
Kevothermal Insulation, LLC	Delaware
Kevothermal Insulation Limited	United Kingdom
Noja Inmobiliaria S.A. de C.V.	Mexico

Pack-Tiger GmbH	Switzerland
Packaging C.V.	Netherlands
Poly Packaging Systems, Inc.	Delaware
ProAseptic Technologies S.L.	Spain
Producembal - Producao de Embalagens, LTDA	Portugal
Professional Shareholdings, Inc.	Delaware
PT Diversey Indonesia	Indonesia
Reflectix, Inc.	Delaware
Saddle Brook Insurance Company	Vermont
Sealed Air Africa (Pty) Limited	South Africa
Sealed Air Americas Manufacturing S. de R. L. de C. V.	Mexico
Sealed Air Argentina S.A.	Argentina
Sealed Air Australia (Holdings) Pty. Limited	Australia
Sealed Air Australia Pty Ltd.	Australia
Sealed Air (Asia) Holdings B.V.	Netherlands
Sealed Air (Barbados) S.R.L.	Barbados
Sealed Air B.V.	Netherlands
Sealed Air Belgium N.V.	Belgium
Sealed Air Botswana (Pty.) Ltd.	Botswana, Africa
Sealed Air Bunol S.L.	Spain
Sealed Air (Canada) Co./CIE	Canada
Sealed Air (Canada) Holdings B. V.	Netherlands
Sealed Air Central America, S.A.	Guatemala
Sealed Air (China) Co., Ltd.	Delaware
Sealed Air Colombia Ltda.	Colombia
Sealed Air Corporation (US)	Delaware
Sealed Air Denmark A/S	Denmark
Sealed Air de Mexico Operations, S. de R.L. de C.V.	Mexico
Sealed Air de Venezuela, S.A.	Venezuela
Sealed Air Embalagens Ltda.	Brazil
Sealed Air Europe Holdings LP	Delaware
Sealed Air Finance Ireland	Ireland
Sealed Air Finance B.V.	Netherlands
Sealed Air Finance Luxembourg S.a.r.l.	Luxembourg
Sealed Air Finance II, LLC (Sucursal Mexico)	Delaware
Sealed Air Funding Corporation	Delaware
Sealed Air GmbH	Germany

Sealed Air GmbH	Switzerland
Sealed Air Hellas S.A.	Greece
Sealed Air Holding France S.A.S.	France
Sealed Air Holdings (New Zealand) I, LLC	Delaware
Sealed Air Hong Kong Limited	Hong Kong
Sealed Air Hong Kong Trading Limited	Hong Kong
Sealed Air Hungary Ltd.	Hungary
Sealed Air (India) Limited	Delaware
Sealed Air (India) Private Limited	India
Sealed Air (Ireland) Limited	Ireland
Sealed Air (Israel) Ltd.	Israel
Sealed Air Investment and Management Co., Ltd.	China
Sealed Air Italy S.r.l.	Italy
Sealed Air Japan G.K.	Japan
Sealed Air (Korea) Limited	Korea
Sealed Air (Latin America) Holdings II, LLC	Delaware
Sealed Air Limited	United Kingdom
Sealed Air LLC	Delaware
Sealed Air Luxembourg S.a.r.l.	Luxembourg
Sealed Air Luxembourg (I) S.a.r.l.	Luxembourg
Sealed Air Luxembourg (II) S.a.r.l.	Luxembourg
Sealed Air Luxembourg S.C.A., Luxembourg (L), Root (Finance Branch)	Switzerland
Sealed Air (Malaysia) SDN. BHD.	Malaysia
Sealed Air Management Holding Verwaltungs GmbH	Germany
Sealed Air Multiflex GmbH	Germany
Sealed Air Netherlands (Holdings) I B.V.	Netherlands
Sealed Air Netherlands (Holdings) II B.V.	Germany
Sealed Air Netherlands (Holdings) II B.V. - Deutsche Zweigniederlassung	Germany
Sealed Air Netherlands (Holdings) III B.V.	Netherlands
Sealed Air Netherlands Holdings IV Coöperatief U.A.	Netherlands
Sealed Air Netherlands Holdings V B.V.	Netherlands
Sealed Air Nevada Holdings Limited	Neveda
Sealed Air (New Zealand)	New Zealand
Sealed Air Norge AS	Norway
Sealed Air OY	Finland
Sealed Air (China) Co., Ltd.	China

Sealed Air Packaging LLC	Delaware
Sealed Air Packaging (Shanghai) Co., Limited	China
Sealed Air Packaging S.L.U.	Spain
Sealed Air Paketleme Ticaret Limited Sirketi	Turkey
Sealed Air (Philippines) Inc.	Philippines
Sealed Air Polska Sp. Zo.o.	Poland
Sealed Air Romania S.R.L.	Romania
Sealed Air S.A.S.	France
Sealed Air SEE Ltd.	Greece
Sealed Air (Singapore) Pte. Ltd.	Singapore
Sealed Air Saudi Arabia Limited	Saudi Arabia
Sealed Air Solutions Holdings, Inc.	Delaware
Sealed Air S.r.l.	Italy
Sealed Air s.r.o.	Czech Republic
Sealed Air Svenska AB	Sweden
Sealed Air Taiwan Limited	Taiwan
Sealed Air (Thailand) Ltd.	Thailand
Sealed Air (Ukraine) Limited	Ukraine
Sealed Air Uruguay S.A.	Uruguay
Sealed Air US Holdings, LLC	Delaware
Sealed Air Venezuela Corporation	Delaware
Sealed Air Verpackungen GmbH	Germany
Shanklin Corporation	Delaware
Soinpar Industrial Ltda.	Brazil
Solution EPH, SAS***	France
SumaChem LLC	UAE
TART s.r.o.***	Czech Republic
Teknik Plastik Ambalaj Sanayi ve Ticaret A.S.*	Turkey
TempTrip LLC	Delaware
TLNIO, LLC	Delaware
The Butcher Company	Delaware
Virox Holdings International, Inc.***	Canada
Virox Holdings, Inc.***	Canada
Wyandotte Chemicals Jamaica Limited	Jamaica
Zhongshan Fu Rong Enterprise Development‡	China

*	The Company directly or indirectly owns 50% of the outstanding shares or interests.
**	The Company directly or indirectly owns a majority of the outstanding shares or interests.
***	The Company directly or indirectly owns less than 50% of the outstanding shares or interests.
†	Cryovac does business in certain states under the name “Sealed Air Shrink Packaging Division.”
‡	The Company directly or indirectly owns a non-equity, third-party interest.

Certain subsidiaries are omitted from the above table. Such subsidiaries, if considered in the aggregate as a single subsidiary, would not constitute a significant subsidiary as of December 31, 2013.

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors
Sealed Air Corporation:

We consent to the incorporation by reference in the registration statements (Nos. 333-196508, 333-176275, 333-176267, 333-152909, 333-126890 and 333-89090) on Form S-8 and in the registration statement (No. 333-195059) on Form S-3 of Sealed Air Corporation of our report dated February 27, 2015, with respect to the consolidated balance sheets of Sealed Air Corporation and subsidiaries as of December 31, 2014 and 2013, and the related consolidated statements of operations, comprehensive income (loss), stockholders' equity and cash flows for each of the years in the three-year period ended December 31, 2014, and the related consolidated financial statement schedule, and the effectiveness of internal control over financial reporting as of December 31, 2014, which report appears in the December 31, 2014 annual report on Form 10-K of Sealed Air Corporation.

Our report on the consolidated financial statements refers to the company's election to change its method of accounting for certain inventories.

/s/ KPMG LLP

Short Hills, New Jersey
February 27, 2015

Exhibit 31.1

CERTIFICATIONS

I, Jerome A. Peribere, certify that:

1. I have reviewed this Annual Report on Form 10-K of Sealed Air Corporation;

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

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

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

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

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

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

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

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

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

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

/s/ Jerome A. Peribere

Jerome A. Peribere

President and Chief Executive Officer

Date: February 27, 2015

Exhibit 31.2

CERTIFICATIONS

I, Carol P. Lowe, certify that:

1. I have reviewed this Annual Report on Form 10-K of Sealed Air Corporation;

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

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

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

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

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

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

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

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

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

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

/s/ Carol P. Lowe

Carol P. Lowe

Senior Vice President and Chief Financial Officer

Date: February 27, 2015

Exhibit 32

Certification of CEO and CFO Pursuant to
18 U.S.C. Section 1350,
as Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Annual Report on Form 10-K of Sealed Air Corporation (the “Company”) for the fiscal year ended December 31, 2014 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), Jerome A. Peribere, as President and Chief Executive Officer of the Company, and Carol P. Lowe, as Senior Vice President and Chief Financial Officer of the Company, each hereby certifies pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to the best of his/her knowledge:

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

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

By: /s/ JEROME A. PERIBERE
Name: Jerome A. Peribere
Title*: President and Chief Executive Officer*

Date: February 27, 2015

By: /s/ CAROL P. LOWE
Name: Carol P. Lowe
Title: *Senior Vice President and Chief Financial Officer*

Date: February 27, 2015