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

FORM 10-Q

(Mark One)

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

For the quarterly period ended March 31, 2022

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: 1-14829

Molson Coors Beverage Company
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)
P.O. Box 4030, NH353, Golden, Colorado, USA
111 Boulevard Robert-Bourassa, 9th Floor, Montréal, Québec, Canada
(Address of principal executive offices)
84-0178360
(I.R.S. Employer Identification No.)
80401
H3C 2M1
(Zip Code)

303-279-6565 (Colorado)
514-521-1786 (Québec)
(Registrant's telephone number, including area code)

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

Title of each class	Trading symbols	Name of each exchange on which registered
Class A Common Stock, $0.01 par value	TAP.A	New York Stock Exchange
Class B Common Stock, $0.01 par value	TAP	New York Stock Exchange
1.25% Senior Notes due 2024	TAP	New York Stock Exchange

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 every Interactive Data File required to be submitted 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 such files). Yes ☒ No ☐

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

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐ Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

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

Indicate the number of shares outstanding of each of the registrant's classes of common stock, as of April 26, 2022:

Class A Common Stock — 2,562,506 shares
Class B Common Stock — 200,526,564 shares

Exchangeable shares:

As of April 26, 2022, the following number of exchangeable shares were outstanding for Molson Coors Canada, Inc.:

Class A Exchangeable shares — 2,717,367 shares
Class B Exchangeable shares — 11,089,565 shares

The Class A exchangeable shares and Class B exchangeable shares are shares of the share capital in Molson Coors Canada Inc., a wholly-owned subsidiary of the registrant. They are publicly traded on the Toronto Stock Exchange under the symbols TPX.A and TPX.B, respectively. These shares are intended to provide substantially the same economic and voting rights as the corresponding class of Molson Coors common stock in which they may be exchanged. In addition to the registered Class A common stock and the Class B common stock, the registrant has also issued and outstanding one share each of a Special Class A voting stock and Special Class B voting stock. The Special Class A voting stock and the Special Class B voting stock provide the mechanism for holders of Class A exchangeable shares and Class B exchangeable shares to be provided instructions to vote with the holders of the Class A common stock and the Class B common stock, respectively. The holders of the Special Class A voting stock and

Special Class B voting stock are entitled to one vote for each outstanding Class A exchangeable share and Class B exchangeable share, respectively, excluding shares held by the registrant or its subsidiaries, and generally vote together with the Class A common stock and Class B common stock, respectively, on all matters on which the Class A common stock and Class B common stock are entitled to vote. The Special Class A voting stock and Special Class B voting stock are subject to a voting trust arrangement. The trustee which holds the Special Class A voting stock and the Special Class B voting stock is required to cast a number of votes equal to the number of then-outstanding Class A exchangeable shares and Class B exchangeable shares, respectively, but will only cast a number of votes equal to the number of Class A exchangeable shares and Class B exchangeable shares as to which it has received voting instructions from the owners of record of those Class A exchangeable shares and Class B exchangeable shares, other than the registrant or its subsidiaries, respectively, on the record date, and will cast the votes in accordance with such instructions so received.

MOLSON COORS BEVERAGE COMPANY AND SUBSIDIARIES

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Glossary of Terms and Abbreviations

AOCI	Accumulated other comprehensive income (loss)
CAD	Canadian Dollar
CZK	Czech Koruna
DBRS	A global credit rating agency in Toronto
EBITDA	Earnings before interest, tax, depreciation and amortization
EPS	Earnings per share
EUR	Euro
FASB	Financial Accounting Standards Board
GBP	British Pound
HRK	Croatian Kuna
JPY	Japanese Yen
Moody’s	Moody’s Investors Service Limited, a nationally recognized statistical rating organization designated by the SEC
OCI	Other comprehensive income (loss)
OPEB	Other postretirement benefit plans
PSUs	Performance share units
RSD	Serbian Dinar
RSUs	Restricted stock units
SEC	U.S. Securities and Exchange Commission
Standard & Poor’s	Standard and Poor’s Ratings Services, a nationally recognized statistical rating organization designated by the SEC
STRs	Sales-to-retailers
STWs	Sales-to-wholesalers
U.K.	United Kingdom
U.S.	United States
U.S. GAAP	Accounting principles generally accepted in the U.S.
USD or $	U.S. Dollar
VIEs	Variable interest entities

Cautionary Statement Pursuant to Safe Harbor Provisions of the Private Securities Litigation Reform Act of 1995

This Quarterly Report on Form 10-Q ("this report") contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). From time to time, we may also provide oral or written forward-looking statements in other materials we release to the public. Such forward-looking statements are subject to the safe harbor created by the Private Securities Litigation Reform Act of 1995.

Statements that refer to projections of our future financial performance, our anticipated growth and trends in our businesses, and other characterizations of future events or circumstances are forward-looking statements, and include, but are not limited to, statements in Part I.—Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations in this report under the heading "Items Affecting Reported Results", with respect to expectations regarding the impact of the coronavirus pandemic on our operations, liquidity, financial condition and financial results, expectations regarding future dividends, overall volume trends, consumer preferences, pricing trends, industry forces, cost reduction strategies, including our revitalization plan, expectations of cost inflation, anticipated results, expectations for funding future capital expenditures and operations, debt service capabilities, timing and amounts of debt and leverage levels, shipment levels and profitability, market share and the sufficiency of capital resources. In addition, statements that we make in this report that are not statements of historical fact may also be forward-looking statements. Words such as "expects," "intend," "goals," "plans," "believes," "continues," "may," "anticipate," "seek," "estimate," "outlook," "trends," "future benefits," "potential," "projects," "strategies," and variations of such words and similar expressions are intended to identify forward-looking statements.

Forward-looking statements are subject to risks and uncertainties that could cause actual results to be materially different from those indicated (both favorably and unfavorably). These risks and uncertainties include, but are not limited to, those described in Part II.— Item IA. "Risk Factors" in this report and those described from time to time in our past and future reports filed with the SEC, including in our Annual Report on Form 10-K for the year ended December 31, 2021 ("Annual Report"). Caution should be taken not to place undue reliance on any such forward-looking statements. Forward-looking statements speak only as of the date when made and we undertake no obligation to update any forward-looking statement, whether as a result of new information, future events or otherwise, except as required by applicable law.

Market and Industry Data

The market and industry data used in this report are based on independent industry publications, customers, trade or business organizations, reports by market research firms and other published statistical information from third parties (collectively, the “Third Party Information”), as well as information based on management’s good faith estimates, which we derive from our review of internal information and independent sources. Such Third Party Information generally states that the information contained therein or provided by such sources has been obtained from sources believed to be reliable.

PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS (UNAUDITED)

MOLSON COORS BEVERAGE COMPANY AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(IN MILLIONS, EXCEPT PER SHARE DATA)

(UNAUDITED)

	Three Months Ended	
	March 31, 2022	March 31, 2021
Sales	$ 2,643.3	$ 2,256.1
Excise taxes	(428.7)	(357.7)
Net sales	2,214.6	1,898.4
Cost of goods sold	(1,286.8)	(1,167.4)
Gross profit	927.8	731.0
Marketing, general and administrative expenses	(675.7)	(542.9)
Special items, net	(27.6)	(10.9)
Equity income (loss)	(0.1)	—
Operating income (loss)	224.4	177.2
Interest income (expense), net	(63.3)	(65.3)
Other pension and postretirement benefits (costs), net	10.6	13.0
Other income (expense), net	2.0	1.4
Income (loss) before income taxes	173.7	126.3
Income tax benefit (expense)	(36.4)	(44.3)
Net income (loss)	137.3	82.0
Net (income) loss attributable to noncontrolling interests	14.2	2.1
Net income (loss) attributable to Molson Coors Beverage Company	$ 151.5	$ 84.1
Net income (loss) attributable to Molson Coors Beverage Company per share		
Basic	$ 0.70	$ 0.39
Diluted	$ 0.70	$ 0.39
Weighted-average shares outstanding		
Basic	217.2	217.0
Dilutive effect of share-based awards	0.6	0.4
Diluted	217.8	217.4
Anti-dilutive securities excluded from the computation of diluted EPS	2.2	1.8

See notes to unaudited condensed consolidated financial statements.

MOLSON COORS BEVERAGE COMPANY AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(IN MILLIONS)
(UNAUDITED)

	Three Months Ended	
	March 31, 2022	March 31, 2021
Net income (loss) including noncontrolling interests	$ 137.3	$ 82.0
Other comprehensive income (loss), net of tax		
Foreign currency translation adjustments	(10.2)	10.3
Reclassification of cumulative translation adjustment to income (loss)	12.1	7.5
Unrealized gain (loss) on derivative instruments	54.1	102.7
Reclassification of derivative (gain) loss to income (loss)	0.7	1.2
Amortization of net prior service (benefit) cost and net actuarial (gain) loss to income (loss)	(0.9)	0.4
Ownership share of unconsolidated subsidiaries' other comprehensive income (loss)	0.2	0.4
Total other comprehensive income (loss), net of tax	56.0	122.5
Comprehensive income (loss)	193.3	204.5
Comprehensive (income) loss attributable to noncontrolling interests	14.6	2.0
Comprehensive income (loss) attributable to Molson Coors Beverage Company	$ 207.9	$ 206.5

See notes to unaudited condensed consolidated financial statements.

MOLSON COORS BEVERAGE COMPANY AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(IN MILLIONS, EXCEPT PAR VALUE)

(UNAUDITED)

	As of	
	March 31, 2022	December 31, 2021
Assets		
Current assets		
Cash and cash equivalents	$ 358.7	$ 637.4
Accounts receivable, net	761.2	678.9
Other receivables, net	207.3	200.5
Inventories, net	935.8	804.7
Other current assets, net	607.6	457.2
Total current assets	2,870.6	2,778.7
Properties, net	4,210.5	4,192.4
Goodwill	6,155.0	6,152.6
Other intangibles, net	13,221.8	13,286.8
Other assets	1,263.6	1,208.5
Total assets	$ 27,721.5	$ 27,619.0
Liabilities and equity		
Current liabilities		
Accounts payable and other current liabilities	$ 2,873.4	$ 3,107.3
Current portion of long-term debt and short-term borrowings	681.9	514.9
Total current liabilities	3,555.3	3,622.2
Long-term debt	6,631.5	6,647.2
Pension and postretirement benefits	649.9	654.4
Deferred tax liabilities	2,776.6	2,704.6
Other liabilities	337.7	326.5
Total liabilities	13,951.0	13,954.9
Commitments and contingencies (Note 12)		
Molson Coors Beverage Company stockholders' equity		
Capital stock		
Preferred stock, $0.01 par value (authorized: 25.0 shares; none issued)	—	—
Class A common stock, $0.01 par value (authorized: 500.0 shares; issued and outstanding: 2.6 shares and 2.6 shares, respectively)	—	—
Class B common stock, $0.01 par value (authorized: 500.0 shares; issued: 210.3 shares and 210.1 shares, respectively)	2.1	2.1
Class A exchangeable shares, no par value (issued and outstanding: 2.7 shares and 2.7 shares, respectively)	102.2	102.2
Class B exchangeable shares, no par value (issued and outstanding: 11.1 shares and 11.1 shares, respectively)	417.2	417.8
Paid-in capital	6,975.6	6,970.9
Retained earnings	7,469.8	7,401.5
Accumulated other comprehensive income (loss)	(949.6)	(1,006.0)
Class B common stock held in treasury at cost (9.7 shares and 9.5 shares, respectively)	(485.5)	(471.4)
Total Molson Coors Beverage Company stockholders' equity	13,531.8	13,417.1
Noncontrolling interests	238.7	247.0
Total equity	13,770.5	13,664.1
Total liabilities and equity	$ 27,721.5	$ 27,619.0

See notes to unaudited condensed consolidated financial statements.

MOLSON COORS BEVERAGE COMPANY AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(IN MILLIONS)

(UNAUDITED)

	Three Months Ended	
	March 31, 2022	March 31, 2021
Cash flows from operating activities:		
Net income (loss) including noncontrolling interests	$ 137.3	$ 82.0
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities		
Depreciation and amortization	173.7	202.3
Amortization of debt issuance costs and discounts	1.6	1.8
Share-based compensation	8.5	8.3
(Gain) loss on sale or impairment of properties and other assets, net	22.4	2.8
Unrealized (gain) loss on foreign currency fluctuations and derivative instruments, net	(169.6)	(122.6)
Equity (income) loss	0.1	—
Income tax (benefit) expense	36.4	44.3
Income tax (paid) received	(3.1)	(9.1)
Interest expense, excluding amortization of debt issuance costs and discounts	62.2	64.1
Interest paid	(81.2)	(86.6)
Change in current assets and liabilities and other	(307.6)	(378.2)
Net cash provided by (used in) operating activities	(119.3)	(190.9)
Cash flows from investing activities:		
Additions to properties	(243.8)	(102.5)
Proceeds from sales of properties and other assets	13.2	1.1
Other	4.4	16.8
Net cash provided by (used in) investing activities	(226.2)	(84.6)
Cash flows from financing activities:		
Exercise of stock options under equity compensation plans	0.9	4.5
Dividends paid	(82.4)	—
Payments on debt and borrowings	(1.1)	(0.9)
Proceeds on debt and borrowings	5.0	—
Purchases of treasury stock	(14.1)	—
Net proceeds from (payments on) revolving credit facilities and commercial paper	156.3	0.5
Change in overdraft balances and other	7.9	40.9
Net cash provided by (used in) financing activities	72.5	45.0
Cash and cash equivalents		
Net increase (decrease) in cash and cash equivalents	(273.0)	(230.5)
Effect of foreign exchange rate changes on cash and cash equivalents	(5.7)	(6.9)
Balance at beginning of year	637.4	770.1
Balance at end of period	$ 358.7	$ 532.7

See notes to unaudited condensed consolidated financial statements.

MOLSON COORS BEVERAGE COMPANY AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY AND NONCONTROLLING INTERESTS
(IN MILLIONS)

(UNAUDITED)

		Molson Coors Beverage Company Stockholders' Equity								
		Common stock issued		Exchangeable shares issued					Common stock held in treasury	
	Total	Class A	Class B	Class A	Class B	Paid-in-capital	Retained earnings	Accumulated other comprehensive income (loss)	Class B	Non controlling interests
As of December 31, 2020	$ 12,621.3	$ —	$ 2.1	$ 102.3	$ 417.8	$ 6,937.8	$ 6,544.2	$ (1,167.8)	$ (471.4)	$ 256.3
Shares issued under equity compensation plan	1.0	—	—	—	—	1.0	—	—	—	—
Amortization of share-based compensation	8.3	—	—	—	—	8.3	—	—	—	—
Purchase of noncontrolling interest	(0.2)	—	—	—	—	—	—	—	—	(0.2)
Net income (loss) including noncontrolling interests	82.0	—	—	—	—	—	84.1	—	—	(2.1)
Other comprehensive income (loss), net of tax	122.5	—	—	—	—	—	—	122.4	—	0.1
Distributions and dividends to noncontrolling interests	(0.9)	—	—	—	—	—	—	—	—	(0.9)
As of March 31, 2021	$ 12,834.0	$ —	$ 2.1	$ 102.3	$ 417.8	$ 6,947.1	$ 6,628.3	$ (1,045.4)	$ (471.4)	$ 253.2

		Molson Coors Beverage Company Stockholders' Equity								
		Common stock issued		Exchangeable shares issued					Common stock held in treasury	
	Total	Class A	Class B	Class A	Class B	Paid-in-capital	Retained earnings	Accumulated other comprehensive income (loss)	Class B	Non controlling interests
As of December 31, 2021	$ 13,664.1	$ —	$ 2.1	$ 102.2	$ 417.8	$ 6,970.9	$ 7,401.5	$ (1,006.0)	$ (471.4)	$ 247.0
Exchange of shares	—	—	—	—	(0.6)	0.6	—	—	—	—
Shares issued under equity compensation plan	(4.4)	—	—	—	—	(4.4)	—	—	—	—
Amortization of share-based compensation	8.5	—	—	—	—	8.5	—	—	—	—
Net income (loss) including noncontrolling interests	137.3	—	—	—	—	—	151.5	—	—	(14.2)
Other comprehensive income (loss), net of tax	56.0	—	—	—	—	—	—	56.4	—	(0.4)
Share repurchase program	(14.1)	—	—	—	—	—	—	—	(14.1)	—
Contributions from noncontrolling interests	7.3	—	—	—	—	—	—	—	—	7.3
Distributions and dividends to noncontrolling interests	(1.0)	—	—	—	—	—	—	—	—	(1.0)
Dividends declared	(83.2)	—	—	—	—	—	(83.2)	—	—	—
As of March 31, 2022	$ 13,770.5	$ —	$ 2.1	$ 102.2	$ 417.2	$ 6,975.6	$ 7,469.8	$ (949.6)	$ (485.5)	$ 238.7

See notes to unaudited condensed consolidated financial statements.

MOLSON COORS BEVERAGE COMPANY AND SUBSIDIARIES
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

1. Basis of Presentation and Summary of Significant Accounting Policies

Unless otherwise noted in this report, any description of "we," "us" or "our" includes Molson Coors Beverage Company ("MCBC" or the "Company"), principally a holding company, and its operating and non-operating subsidiaries included within our reporting segments. Our reporting segments include Americas and EMEA&APAC. Our Americas segment operates in the U.S., Canada and various countries in the Caribbean, Latin and South America, and our EMEA&APAC segment operates in Bulgaria, Croatia, Czech Republic, Hungary, Montenegro, the Republic of Ireland, Romania, Serbia, the U.K., various other European countries and certain countries within the Middle East, Africa and Asia Pacific.

Unless otherwise indicated, information in this report is presented in USD and comparisons are to comparable prior periods. Our primary operating currencies, other than the USD, include the CAD, the GBP, and our Central European operating currencies such as the EUR, CZK, HRK and RSD.

The accompanying unaudited condensed consolidated financial statements reflect all adjustments which are necessary for a fair statement of the financial position, results of operations and cash flows for the periods presented in accordance with U.S. GAAP. Such unaudited condensed consolidated financial statements have been prepared in accordance with the instructions to Form 10-Q pursuant to the rules and regulations of the SEC. Certain information and footnote disclosures normally included in financial statements prepared in accordance with U.S. GAAP have been condensed or omitted pursuant to such rules and regulations.

These unaudited condensed consolidated financial statements should be read in conjunction with our Annual Report on Form 10-K for the year ended December 31, 2021, and have been prepared on a consistent basis with the accounting policies described in Note 1 of the Notes to the Audited Consolidated Financial Statements included in our Annual Report, except as noted in Note 2, "New Accounting Pronouncements".

The results of operations for the three months ended March 31, 2022 are not necessarily indicative of the results that may be achieved for the full year or any other future period.

Coronavirus Global Pandemic

We have been actively monitoring the impact of the coronavirus pandemic since it started at the end of the first quarter of 2020. The extent to which our operations will continue to be impacted by the coronavirus pandemic will depend largely on future developments, which are highly uncertain and cannot be accurately predicted, including, but not limited to, the level of governmental or societal orders or restrictions on public gatherings and on-premise venues including any vaccine mandates or testing requirements, the severity and duration of the coronavirus pandemic by market including outbreaks of variants, changes in consumer behavior, the rate of vaccination and the efficacy of vaccines against the coronavirus and related variants. We continue to actively monitor the ongoing evolution of the coronavirus pandemic and resulting impacts to our business. See Part I.—Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations in this report, under the heading "Items Affecting Reported Results" for further discussion.

Dividends

On February 22, 2022, our Company's Board of Directors declared a cash dividend of $0.38 per share, paid on March 18, 2022, to shareholders of Class A and Class B common stock. Shareholders of exchangeable shares received the CAD equivalent of dividends declared on Class A and Class B common stock, equal to CAD 0.48 per share.

Share Repurchase Program

On February 17, 2022, our Company's Board of Directors approved a share repurchase program up to an aggregate of $200 million of our Company's Class B common stock through March 31, 2026, with repurchases primarily intended to offset annual employee equity award grants. For the three months ended March 31, 2022, we repurchased 280,000 shares under the share repurchase program at a weighted average price of $50.40 per share for an aggregate value of $14.1 million.

Non-Cash Activity

Non-cash activity includes non-cash issuances of share-based awards, as well as non-cash investing activities related to movements in our guarantee of indebtedness of certain equity method investments. See Note 4, "Investments" for further discussion. We also had non-cash activities related to capital expenditures incurred but not yet paid of $139.9 million and $116.2 million during the three months ended March 31, 2022 and March 31, 2021, respectively.

In June 2021, we rolled forward our July 2021 $250.0 million forward starting interest rate swap to May 2022 through a cashless settlement. The unrealized loss on the 2021 forward starting interest rate swap at the time of the transaction was factored into the effective interest rate assigned to the new May 2022 forward starting interest rate swap that was settled in late April 2022. See Note 11, "Derivative Instruments and Hedging Activities" for further details.

As of March 31, 2022, we recorded a non-cash transaction related to the establishment of an accrued liability of $56.0 million as the best estimate of probable loss in the *Keystone* litigation case based on the jury verdict.

Other than the activity mentioned above and the supplemental non-cash activity related to the recognition of leases further discussed in Note 13, "Leases," there was no other significant non-cash activity during the three months ended March 31, 2022 and March 31, 2021, respectively.

Share-Based Compensation

During the first quarter of 2022 and 2021, we granted stock options, RSUs and PSUs to certain officers and other eligible employees, and recognized share-based compensation expense of $8.5 million and $8.3 million during the three months ended March 31, 2022 and March 31, 2021, respectively.

2. New Accounting Pronouncements

New Accounting Pronouncements Not Yet Adopted

In November 2021, the FASB issued authoritative guidance intended to provide consistent and transparent disclosures around government assistance by requiring disclosures of the type of government assistance, our accounting for the government assistance and the effect on our financial statements. This guidance is effective for us in our annual report for the year ended December 31, 2022. We can either adopt the amendments in this guidance prospectively or retrospectively. We are currently evaluating the impact of this guidance and do not expect it will have a material impact on our consolidated financial statements as the guidance impacts disclosures only.

New Accounting Pronouncements Recently Adopted

In March 2020, the FASB issued authoritative guidance which provides optional expedients and exceptions for applying U.S. GAAP to contracts, hedging relationships and other transactions affected by reference rate reform if certain criteria are met. The amendments apply only to contracts, hedging relationships and other transactions that reference the London Interbank Offered Rate ("LIBOR") or another reference rate expected to be discontinued because of reference rate reform and are effective for all entities upon issuance, March 12, 2020 through December 31, 2022. The guidance permits a company to elect certain optional expedients and exceptions when affected by the changes in reference rate reform. We have elected to adopt optional expedients impacting our derivative instruments with maturity dates extending beyond the expected discontinuance date of LIBOR. In addition, in October 2021, we amended our revolving credit facility to replace LIBOR with designated replacement rates for any future borrowings denominated in EUR or GBP. The partial adoption of, and future elections under Accounting Standards Update ("ASU") 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting,* and ASU 2021-01, *Reference Rate Reform (Topic 848): Scope*, did not and are not expected to have a material impact on our accounting policies or unaudited condensed consolidated financial statements. We will continue to evaluate the impact of reference rate reform on our other contracts and assess the impacts of adopting incremental portions of this guidance on our financial statements.

Other than the items noted above, there have been no new accounting pronouncements not yet effective or adopted in the current year that we believe have a significant impact, or potential significant impact, to our unaudited condensed consolidated financial statements.

3. Segment Reporting

Our reporting segments are based on the key geographic regions in which we operate and include the Americas and EMEA&APAC segments. Our Americas segment operates in the U.S., Canada and various countries in the Caribbean, Latin and South America and our EMEA&APAC segment operates in Bulgaria, Croatia, Czech Republic, Hungary, Montenegro, the Republic of Ireland, Romania, Serbia, the U.K., various other European countries and certain countries within the Middle East, Africa and Asia Pacific.

We also have certain activity that is not allocated to our segments, which has been reflected as “Unallocated” below. Specifically, "Unallocated" activity primarily includes financing-related costs such as interest expense and income, foreign exchange gains and losses on intercompany balances related to financing and other treasury-related activities, and the unrealized changes in fair value on our commodity swaps not designated in hedging relationships recorded within cost of goods sold, which are later reclassified when realized to the segment in which the underlying exposure resides. Additionally, only the service cost component of net periodic pension and OPEB cost is reported within each operating segment, and all other components remain unallocated.

Summarized Financial Information

No single customer accounted for more than 10% of our consolidated net sales for the three months ended March 31, 2022 or March 31, 2021.

Consolidated net sales represent sales to third-party external customers less excise taxes. Inter-segment transactions impacting net sales and income (loss) before income taxes eliminate upon consolidation and are primarily related to the Americas segment sales to, and royalties received from, the EMEA&APAC segment.

The following tables present net sales and income (loss) before income taxes by segment:

	Three Months Ended	
	March 31, 2022	March 31, 2021
	(In millions)	
Americas	$ 1,836.2	$ 1,692.0
EMEA&APAC	381.2	206.9
Inter-segment net sales eliminations	(2.8)	(0.5)
Consolidated net sales	$ 2,214.6	$ 1,898.4

	Three Months Ended	
	March 31, 2022	March 31, 2021
	(In millions)	
Americas	$ 87.1	$ 144.2
EMEA&APAC	(32.2)	(89.4)
Unallocated	118.8	71.5
Consolidated income (loss) before income taxes	$ 173.7	$ 126.3

Income (loss) before income taxes includes the impact of special items, net. Refer to Note 5, "Special Items" for further discussion.

The following table presents total assets by segment:

	As of	
	March 31, 2022	December 31, 2021
	(In millions)	
Americas	$ 23,880.5	$ 23,653.5
EMEA&APAC	3,841.0	3,965.5
Consolidated total assets	$ 27,721.5	$ 27,619.0

4. Investments

Our investments include both equity method and consolidated investments. Those entities identified as VIEs have been evaluated to determine whether we are the primary beneficiary. The VIEs included under "Consolidated VIEs" below are those for which we have concluded that we are the primary beneficiary and accordingly, we have consolidated these entities. Our consolidated VIEs held $5.0 million of debt as of March 31, 2022 and none as of December 31, 2021. We have not provided any financial support to any of our VIEs during the year that we were not previously contractually obligated to provide. Amounts due to and due from our equity method investments are recorded as affiliate accounts payable and affiliate accounts receivable.

Authoritative guidance related to the consolidation of VIEs requires that we continually reassess whether we are the primary beneficiary of VIEs in which we have an interest. As such, the conclusion regarding the primary beneficiary status is subject to change and we continually evaluate circumstances that could require consolidation or deconsolidation. Our consolidated VIEs are Cobra Beer Partnership, Ltd. ("Cobra U.K."), Rocky Mountain Metal Container ("RMMC"), Rocky Mountain Bottle Company ("RMBC") and Truss LP ("Truss"), as well as other immaterial entities. Our unconsolidated VIEs are Brewers Retail Inc. ("BRI"), Brewers Distributor Ltd. ("BDL"), The Yuengling Company LLC ("TYC"), as well as other immaterial investments.

Both BRI and BDL have outstanding third party debt which is guaranteed by their respective shareholders. As a result, we had a guarantee liability of $38.7 million and $38.1 million recorded as of March 31, 2022 and December 31, 2021, respectively, which is presented within accounts payable and other current liabilities on the unaudited condensed consolidated balance sheets and represents our proportionate share of the outstanding balance of these debt instruments. The carrying value of the guarantee liability equals fair value, which considers an adjustment for our own non-performance risk and is considered a Level 2 measurement. The offset to the guarantee liability was recorded as an adjustment to our respective equity method investment within the unaudited condensed consolidated balance sheets. The resulting change in our equity method investments during the year due to movements in the guarantee represents a non-cash investing activity.

Consolidated VIEs

The following summarizes the assets and liabilities of our consolidated VIEs (including noncontrolling interests):

	As of			
	March 31, 2022		December 31, 2021	
	Total Assets	Total Liabilities	Total Assets	Total Liabilities
	(In millions)			
RMMC/RMBC	$ 237.0	$ 23.0	$ 204.9	$ 19.1
Other	$ 55.8	$ 15.7	$ 70.8	$ 14.8

5. Special Items

We incurred charges or realized benefits that either we do not believe to be indicative of our core operations, or we believe are significant to our current operating results warranting separate classification. As such, we separately classified these charges (benefits) as special items.

	Three Months Ended	
	March 31, 2022	March 31, 2021
	(In millions)	
Employee-related charges		
Restructuring	$ 0.3	$ 3.6
Impairments or asset abandonment charges		
Americas - Asset abandonment	0.9	2.9
Americas - Impairment losses[1]	28.6	—
EMEA&APAC - Asset abandonment	0.1	2.1
Termination fees and other (gains) losses		
Americas	(3.2)	0.4
EMEA&APAC	0.9	1.9
Total Special items, net	$ 27.6	$ 10.9

(1) During the three months ended March 31, 2022, we identified a triggering event related to the Truss joint venture asset group within our Americas segment and recognized an impairment loss of $28.6 million, of which $12.1 million was attributable to the noncontrolling interest. The asset group was measured at fair value primarily using a market approach with Level 3 inputs.

Restructuring Activities

As part of our revitalization plan, announced in the fourth quarter of 2019, we established Chicago, Illinois as our Americas segment operational headquarters, closed our office in Denver, Colorado and consolidated certain administrative functions into our other existing office locations. As of December 31, 2021, restructuring charges associated with this plan were substantially complete. Refer to Part II - Item 8. Financial Statements and Supplementary Data, Note 7. "Special Items" in our Annual Report for further details of our revitalization plan. In addition, our restructuring activities include other strategic exit activities such as the disposal or wind down of certain brewery locations.

There were no material changes to our restructuring activities since December 31, 2021, as reported in Part II - Item 8. Financial Statements and Supplementary Data, Note 7, "Special Items" in our Annual Report. We continually evaluate our cost structure and seek opportunities for further efficiencies and cost savings as part of ongoing and new initiatives. As such, we may incur additional restructuring related charges or adjustments to previously recorded charges in the future, however, we are unable to estimate the amount of charges at this time.

The accrued restructuring balances as of March 31, 2022 represent expected future cash payments required to satisfy our remaining obligations, the majority of which we expect to be paid in the next 12 months.

	Americas	EMEA&APAC	Total
		(In millions)	
As of December 31, 2021	$ 10.9	$ 1.5	$ 12.4
Charges incurred and changes in estimates	0.3	—	0.3
Payments made	(3.1)	(0.3)	(3.4)
Foreign currency and other adjustments	0.1	(0.1)	—
As of March 31, 2022	$ 8.2	$ 1.1	$ 9.3

	Americas	EMEA&APAC	Total
		(In millions)	
As of December 31, 2020	$ 24.5	$ 2.0	$ 26.5
Charges incurred and changes in estimates	3.2	0.4	3.6
Payments made	(10.9)	(0.4)	(11.3)
Foreign currency and other adjustments	0.1	—	0.1
As of March 31, 2021	$ 16.9	$ 2.0	$ 18.9

6. Income Tax

	Three Months Ended	
	March 31, 2022	March 31, 2021
Effective tax rate	21 %	35 %

The decrease to the effective tax rate for the three months ended March 31, 2022 is primarily due to a decrease in net discrete tax expense. We recognized $0.9 million discrete tax benefit in the three months ended March 31, 2022 and $18.1 million net discrete tax expense in the prior year.

Our tax rate can be more or less volatile and may change with, among other things, the amount and source of pre-tax income or loss, our ability to utilize foreign tax credits, excess tax benefits or deficiencies from share-based compensation, changes in tax laws, and the movement of liabilities established pursuant to accounting guidance for uncertain tax positions as statutes of limitations expire, positions are effectively settled, or when additional information becomes available. There are proposed or pending tax law changes in various jurisdictions and other changes to regulatory environments in countries in which we do business that, if enacted, could have an impact on our effective tax rate.

7. Goodwill and Intangible Assets

Goodwill

The change in the carrying amount of goodwill for the Americas segment is presented in the table below.

	Americas
	(In millions)
Balance as of December 31, 2021	$ 6,152.6
Foreign currency translation	2.4
Balance as of March 31, 2022	$ 6,155.0

The gross amount of goodwill totaled approximately $8.3 billion as of March 31, 2022 and $8.4 billion as of December 31, 2021. Accumulated impairment losses totaled approximately $2.2 billion as of both March 31, 2022 and December 31, 2021. Accumulated impairment losses are comprised of impairments taken on both the EMEA&APAC and the Americas reporting units.

As of the date of our annual impairment test, performed as of October 1, 2021, the Americas reporting unit goodwill balance was considered at risk of future impairment in the event of significant unfavorable changes in assumptions including the forecasted cash flows (including company-specific risks like the performance of our above premium transformation efforts and overall market performance of new innovations, along with macro-economic risks such as the continued prolonged weakening of economic conditions and cost inflation, or significant unfavorable changes in tax rates, environmental or other regulations, including interpretations thereof), terminal growth rates, market multiples and/or weighted-average cost of capital utilized in the discounted cash flows analyses. For testing purposes of our reporting unit, management's best estimates of the expected future results are the primary driver in determining the fair value. The fair value is largely impacted by the continued perceived risk of realizing management's revitalization efforts and the ongoing impacts from the coronavirus pandemic. We continue to build on the strength of our iconic core brands, grow our above premium portfolio and expand beyond the beer aisle in the Americas segment. While the preliminary results of executing on these strategies are promising, including the increasing proportion of our above premium portfolio, the growth targets included in the forecasted future cash flows are inherently at risk given that the strategies are still in progress. The uncertainty around the ongoing impacts of the coronavirus pandemic including governmental or societal impositions on bars and restaurants and restrictions on public gatherings that limit many on-premise locations to operate at full capacity if at all have negatively impacted the forecasted future cash flows of the reporting unit. Lastly, cost inflation for certain inputs could put pressure on achieving key margin and cash flow projections into the future.

We determined that there was no triggering event that occurred during the first quarter of 2022 that would indicate the carrying value of our goodwill was greater than its fair value.

Intangible Assets, Other than Goodwill

The following table presents details of our intangible assets, other than goodwill, as of March 31, 2022:

	Useful life	Gross	Accumulated amortization	Net
	(Years)	(In millions)		
Intangible assets subject to amortization				
Brands	10 - 50	$ 5,074.7	$ (1,315.3)	$ 3,759.4
License agreements and distribution rights	15 - 20	205.9	(108.9)	97.0
Other	3 - 40	98.3	(33.3)	65.0
Intangible assets not subject to amortization				
Brands	Indefinite	8,183.8	—	8,183.8
Distribution networks	Indefinite	809.0	—	809.0
Other	Indefinite	307.6	—	307.6
Total		$ 14,679.3	$ (1,457.5)	$ 13,221.8

The following table presents details of our intangible assets, other than goodwill, as of December 31, 2021:

	Useful life	Gross	Accumulated amortization	Net
	(Years)	(In millions)		
Intangible assets subject to amortization:				
Brands	10 - 50	$ 5,081.8	$ (1,267.1)	$ 3,814.7
License agreements and distribution rights	15 - 20	206.8	(107.2)	99.6
Other	3 - 40	98.5	(32.0)	66.5
Intangible assets not subject to amortization:				
Brands	Indefinite	8,197.9	—	8,197.9
Distribution networks	Indefinite	800.5	—	800.5
Other	Indefinite	307.6	—	307.6
Total		$ 14,693.1	$ (1,406.3)	$ 13,286.8

The changes in the gross carrying amounts of intangible assets from December 31, 2021 to March 31, 2022 are primarily driven by the impact of foreign exchange rates, as a significant amount of intangible assets are denominated in foreign currencies.

Based on foreign exchange rates as of March 31, 2022, the estimated future amortization expense of intangible assets is as follows:

Fiscal year	Amount (In millions)
2022 - remaining	$ 157.9
2023	$ 209.8
2024	$ 208.5
2025	$ 208.4
2026	$ 189.9

Amortization expense of intangible assets was $53.3 million and $54.5 million for the three months ended March 31, 2022 and March 31, 2021, respectively. This expense is primarily presented within marketing, general and administrative expenses in our unaudited condensed consolidated statements of operations.

As of the date of our annual impairment test of indefinite-lived intangible assets, performed as of October 1, 2021, the fair value of all indefinite-lived brands were all sufficiently in excess of their respective carrying values.

No triggering events occurred during the first quarter of 2022 that would indicate the carrying value of these indefinite-lived assets was greater than their fair value.

Fair Value Assumptions

Fair value determinations require considerable judgment and are sensitive to changes in underlying assumptions and factors. The key assumptions used to derive the estimated fair values of our reporting units and indefinite-lived intangible assets are discussed in Part II—Item 8 Financial Statements, Note 10, "Goodwill and Intangible Assets" in our Annual Report, and represent Level 3 measurements.

Overall Considerations

While historical performance and current expectations have resulted in fair values of our Americas reporting unit and indefinite-lived intangible assets equal to or in excess of carrying values, if our assumptions are not realized, it is possible that an impairment charge may need to be recorded in the future.

8. Debt

Debt Obligations

	As of	
	March 31, 2022	December 31, 2021
	(In millions)	
Long-term debt		
CAD 500 million 2.84% notes due July 2023	$ 399.8	$ 395.7
CAD 500 million 3.44% notes due July 2026	399.8	395.7
$500 million 3.5% notes due May 2022[(1)]	500.2	500.9
$2.0 billion 3.0% notes due July 2026	2,000.0	2,000.0
$1.1 billion 5.0% notes due May 2042	1,100.0	1,100.0
$1.8 billion 4.2% notes due July 2046	1,800.0	1,800.0
EUR 800 million 1.25% notes due July 2024	885.4	909.6
Finance leases	67.2	67.2
Other	29.5	30.7
Less: unamortized debt discounts and debt issuance costs	(43.1)	(44.6)
Total long-term debt (including current portion)	7,138.8	7,155.2
Less: current portion of long-term debt	(507.3)	(508.0)
Total long-term debt	$ 6,631.5	$ 6,647.2
Short-term borrowings		
Commercial paper programs[(2)]	$ 160.0	$ —
Short-term borrowings[(3)]	14.6	6.9
Current portion of long-term debt	507.3	508.0
Current portion of long-term debt and short-term borrowings	$ 681.9	$ 514.9

(1) The fair value hedges related to these notes have been settled and are being amortized over the life of the respective note. The balance of the fair value hedges being amortized over the life of the notes were $0.2 million and $0.9 million as of March 31, 2022 and December 31, 2021, respectively. The balance as of March 31, 2022 and December 31, 2021 was included within the current portion of long-term debt and short-term borrowings of the unaudited condensed consolidated balance sheet. We repaid our $500 million 3.5% USD notes upon maturity on May 1, 2022 using a combination of commercial paper borrowings and cash on hand.

(2) We maintain a $1.5 billion revolving credit facility with a maturity date of July 7, 2024 that allows us to issue a maximum aggregate amount of $1.5 billion in commercial paper or other borrowings at any time at variable interest rates. We use this facility from time to time to leverage cash needs including debt repayments. The current balance outstanding was used to partially fund our working capital and general purpose needs. As of March 31, 2022, the outstanding borrowings under the commercial paper program had a weighted-average effective interest rate and tenor of 0.98% and 10 days, respectively. We had no borrowings drawn on this revolving credit facility and no commercial paper borrowings as of December 31, 2021.

Subsequent to March 31, 2022, we had additional commercial paper borrowings that resulted in commercial paper outstanding of approximately $500 million as of May 3, 2022. As such, we have approximately $1.0 billion available to draw on our total $1.5 billion revolving credit facility.

(3) Our short-term borrowings include bank overdrafts, borrowings on our overdraft facilities and other items.

As of March 31, 2022, we had $9.6 million in bank overdrafts and $66.9 million in bank cash related to our cross-border, cross-currency cash pool for a net positive position of $57.3 million. As of December 31, 2021, we had $3.0 million in bank overdrafts and $123.1 million in bank cash related to our cross-border, cross-currency cash pool for a net positive position of $120.1 million.

The JPY facilities were early terminated as of March 31, 2022 and we had no outstanding borrowings as of March 31, 2022. As of December 31, 2021 we had $3.9 million of outstanding borrowings under our JPY facilities. In addition, we have CAD, GBP and USD overdraft facilities under which we had no outstanding borrowings as of March 31, 2022 or December 31, 2021. A summary of our short-term facility availability is presented below. See further detail within Part II

—Item 8 Financial Statements, Note 18, "Commitments and Contingencies" in our Annual Report for further discussion related to letters of credit.

Debt Fair Value Measurements

We utilize market approaches to estimate the fair value of certain outstanding borrowings by discounting anticipated future cash flows derived from the contractual terms of the obligations and observable market interest and foreign exchange rates. As of March 31, 2022 and December 31, 2021, the fair value of our outstanding long-term debt (including current portion of long-term debt) was approximately $7.1 billion and $7.7 billion, respectively. All senior notes are valued based on significant observable inputs and classified as Level 2 in the fair value hierarchy. The carrying values of all other outstanding long-term borrowings and our short-term borrowings approximate their fair values and are also classified as Level 2 in the fair value hierarchy.

Debt Covenants

Under the terms of each of our debt facilities, we must comply with certain restrictions. These include customary events of default and specified representations, warranties and covenants, as well as covenants that restrict our ability to incur certain additional priority indebtedness (certain thresholds of secured consolidated net tangible assets), certain leverage threshold percentages, create or permit liens on assets, and restrictions on mergers, acquisitions, and certain types of sale lease-back transactions. Additionally, the maximum leverage ratio as of March 31, 2022 is 4.00x net debt to EBITDA (as defined in the revolving credit facility agreement), through maturity of the credit facility. As of March 31, 2022, we were in compliance with all of these restrictions and have met all debt payment obligations. All of our outstanding senior notes as of March 31, 2022 rank pari-passu.

9. Inventories

	As of	
	March 31, 2022	December 31, 2021
	(In millions)	
Finished goods	$ 423.3	$ 351.5
Work in process	72.9	71.8
Raw materials	259.4	271.2
Packaging materials	180.2	110.2
Inventories, net	$ 935.8	$ 804.7

10. Accumulated Other Comprehensive Income (Loss)

	MCBC stockholders' equity				
	Foreign currency translation adjustments	Gain (loss) on derivative instruments	Pension and postretirement benefit adjustments	Equity method investments	Accumulated other comprehensive income (loss)
	(In millions)				
As of December 31, 2021	$ (558.7)	$ (131.0)	$ (275.1)	$ (41.2)	$ (1,006.0)
Foreign currency translation adjustments	(30.3)	—	—	—	(30.3)
Reclassification of cumulative translation adjustment to income (loss)[(1)]	12.1	—	—	—	12.1
Gain (loss) on net investment hedges	24.2	—	—	—	24.2
Unrealized gain (loss) on derivative instruments	—	78.8	—	—	78.8
Reclassification of derivative (gain) loss to income (loss)	—	1.0	—	—	1.0
Amortization of net prior service (benefit) cost and net actuarial (gain) loss to income (loss)	—	—	(1.2)	—	(1.2)
Ownership share of unconsolidated subsidiaries' other comprehensive income (loss)	—	—	—	0.3	0.3
Tax benefit (expense)	(3.7)	(25.0)	0.3	(0.1)	(28.5)
As of March 31, 2022	$ (556.4)	$ (76.2)	$ (276.0)	$ (41.0)	$ (949.6)

(1) As a result of the sale of our non-operating India entity, the associated cumulative foreign currency translation adjustment was reclassified from AOCI. The impact of the cumulative foreign currency translation adjustment was recorded in special items, net, as a component of the loss on sale when the entity was classified as held for sale during the fourth quarter of 2021.

11. Derivative Instruments and Hedging Activities

Our risk management and derivative accounting policies are presented within Part II—Item 8 Financial Statements, Note 1, "Basis of Presentation and Summary of Significant Accounting Policies" and Note 16, "Derivative Instruments and Hedging Activities" in our Annual Report and did not significantly change during the first quarter of 2022. As noted in Note 16 of the Notes included in our Annual Report, due to the nature of our counterparty agreements, and the fact that we are not subject to master netting arrangements, we are not able to net positions with the same counterparty and, therefore, present our derivative positions on a gross basis in our unaudited condensed consolidated balance sheets. Except as noted below, our significant derivative positions have not changed considerably since December 31, 2021.

Forward Starting Interest Rate Swaps

In late April 2022, the forward starting interest rate swaps associated with the $500 million 3.5% notes that we repaid upon maturity on May 1, 2022 were terminated and settled. The immaterial loss on settlement of the swaps will be recorded through interest expense during the second quarter of 2022.

Derivative Fair Value Measurements

We utilize market approaches to estimate the fair value of our derivative instruments by discounting anticipated future cash flows derived from the derivative's contractual terms and observable market interest, foreign exchange and commodity rates. The fair values of our derivatives also include credit risk adjustments to account for our counterparties' credit risk, as well as our own non-performance risk, as appropriate.

The table below summarizes our derivative assets and liabilities that were measured at fair value as of March 31, 2022 and December 31, 2021.

		Fair value measurements as of March 31, 2022		
	As of March 31, 2022	Quoted prices in active markets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
	(In millions)			
Interest rate swaps	(90.5)	—	(90.5)	—
Foreign currency forwards	(2.9)	—	(2.9)	—
Commodity swaps and options	470.7	—	470.7	—
Total	$ 377.3	$ —	$ 377.3	$ —

		Fair value measurements as of December 31, 2021		
	As of December 31, 2021	Quoted prices in active markets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
	(In millions)			
Interest rate swaps	(170.8)	—	(170.8)	—
Foreign currency forwards	(1.5)	—	(1.5)	—
Commodity swaps and options	300.9	—	300.9	—
Total	$ 128.6	$ —	$ 128.6	$ —

As of March 31, 2022 and December 31, 2021, we had no significant transfers between Level 1 and Level 2. New derivative contracts transacted during the three months ended March 31, 2022 were all included in Level 2.

Results of Period Derivative Activity

The tables below include the results of our derivative activity in our unaudited condensed consolidated balance sheets as of March 31, 2022 and December 31, 2021, and our unaudited condensed consolidated statements of operations for the three months ended March 31, 2022 and March 31, 2021.

Fair Value of Derivative Instruments in the Unaudited Condensed Consolidated Balance Sheets (in millions):

	As of March 31, 2022				
		Derivative Assets		Derivative Liabilities	
	Notional amount	Balance sheet location	Fair value	Balance sheet location	Fair value
Derivatives designated as hedging instruments:					
Interest rate swaps	$ 1,500.0	Other current assets	$ —	Accounts payable and other current liabilities	$ (29.6)
		Other non-current assets	—	Other liabilities	(60.9)
Foreign currency forwards	$ 201.7	Other current assets	0.3	Accounts payable and other current liabilities	(2.8)
		Other non-current assets	0.1	Other liabilities	(0.5)
Total derivatives designated as hedging instruments			$ 0.4		$ (93.8)
Derivatives not designated as hedging instruments:					
Commodity swaps[(1)]	$ 736.3	Other current assets	$ 370.7	Accounts payable and other current liabilities	$ (12.7)
		Other non-current assets	112.8	Other liabilities	(0.2)
Commodity options[(1)]	$ 68.2	Other current assets	0.5	Accounts payable and other current liabilities	(0.4)
Total derivatives not designated as hedging instruments			$ 484.0		$ (13.3)

	As of December 31, 2021				
		Derivative Assets		Derivative Liabilities	
	Notional amount	Balance sheet location	Fair value	Balance sheet location	Fair value
Derivatives designated as hedging instruments:					
Interest rate swaps	$ 1,500.0	Other current assets	$ —	Accounts payable and other current liabilities	$ (67.7)
		Other non-current assets	—	Other liabilities	(103.1)
Foreign currency forwards	$ 170.8	Other current assets	0.5	Accounts payable and other current liabilities	(2.4)
		Other non-current assets	0.6	Other liabilities	(0.2)
Total derivatives designated as hedging instruments			$ 1.1		$ (173.4)
Derivatives not designated as hedging instruments:					
Commodity swaps[(1)]	$ 722.1	Other current assets	$ 225.1	Accounts payable and other current liabilities	$ (1.1)
		Other non-current assets	77.1	Other liabilities	(0.3)
Commodity options[(1)]	$ 68.2	Other current assets	1.0	Accounts payable and other current liabilities	(0.9)
Total derivatives not designated as hedging instruments			$ 303.2		$ (2.3)

(1) Notional includes offsetting buy and sell positions, shown in terms of absolute value. Buy and sell positions are shown gross in the asset and/or liability position, as appropriate.

The Pretax Effect of Cash Flow Hedge Accounting on Other Comprehensive Income, Accumulated Other Comprehensive Income (Loss) and Income (in millions):

Derivatives in cash flow hedge relationships	**Amount of gain (loss) recognized in OCI on derivatives**	**Location of gain (loss) reclassified from AOCI into income**	**Amount of gain (loss) recognized from AOCI into income on derivative**
Three Months Ended March 31, 2022			
Forward starting interest rate swaps	$ 80.3	Interest income (expense), net	$ (0.8)
Foreign currency forwards	(1.5)	Cost of goods sold	(0.3)
		Other income (expense), net	0.1
Total	$ 78.8		$ (1.0)
Three Months Ended March 31, 2021			
Forward starting interest rate swaps	$ 139.1	Interest income (expense), net	$ (0.8)
Foreign currency forwards	(1.9)	Cost of goods sold	(0.9)
		Other income (expense), net	0.1
Total	$ 137.2		$ (1.6)

The Pretax Effect of Net Investment Hedge Accounting on Other Comprehensive Income, Accumulated Other Comprehensive Income (Loss) and Income (in millions):

Net investment hedge relationships	**Amount of gain (loss) recognized in OCI**	**Location of gain (loss) recognized in income (amount excluded from effectiveness testing)**	**Amount of gain (loss) recognized in income (amount excluded from effectiveness testing) (1)**
Three Months Ended March 31, 2022			
EUR 800 million notes due 2024	24.2	Other income (expense), net	—
Total	$ 24.2		$ —
Three Months Ended March 31, 2021			
Cross currency swaps	15.2	Interest income (expense), net	2.9
EUR 800 million notes due 2024	38.9	Other income (expense), net	—
Total	$ 54.1		$ 2.9

(1) Represents amounts excluded from the assessment of effectiveness for which the difference between changes in fair value and period amortization is recorded in other comprehensive income.

The cumulative translation adjustments related to our net investment hedges remain in AOCI until the respective underlying net investment is sold or liquidated. During the three months ended March 31, 2022 and March 31, 2021, respectively, we did not reclassify any amounts related to net investment hedges from AOCI into earnings.

As of March 31, 2022, we expect our reclassification of AOCI into earnings related to cash flow hedges to be approximately $6 million over the next 12 months. For derivatives designated in cash flow hedge relationships, the maximum length of time over which forecasted transactions are hedged as of March 31, 2022 is approximately 4 years, as well as those related to our remaining forecasted debt issuances in 2026.

The Effect of Derivatives Not Designated as Hedging Instruments on the Unaudited Condensed Consolidated Statements of Operations (in millions):

Derivatives not in hedging relationships	**Location of gain (loss) recognized in income on derivative**	**Amount of gain (loss) recognized in income on derivative**
Three Months Ended March 31, 2022		
Commodity swaps	Cost of goods sold	238.6
Total		$ 238.6
Three Months Ended March 31, 2021		
Commodity swaps	Cost of goods sold	127.9
Warrants	Other income (expense), net	0.3
Total		$ 128.2

The gains and losses recognized in income related to our commodity swaps are largely driven by changes in the respective commodity market prices.

12. Commitments and Contingencies

Litigation and Other Disputes and Environmental

Related to litigation, other disputes and environmental issues, we have an aggregate accrued contingent liability of $65.8 million and $11.3 million as of March 31, 2022 and December 31, 2021, respectively. While we cannot predict the eventual aggregate cost for litigation, other disputes and environmental matters in which we are currently involved, we believe adequate reserves have been provided for losses that are probable and estimable. For all matters other than discussed individually below, we believe that any reasonably possible losses in excess of the amounts accrued are immaterial to our unaudited condensed consolidated financial statements. Our litigation, other disputes and environmental issues are discussed in further detail within Part II—Item 8 Financial Statements, Note 18, "Commitments and Contingencies" in our Annual Report and did not significantly change during the first quarter of 2022, except as noted below.

Other than those disclosed below, we are also involved in other disputes and legal actions arising in the ordinary course of our business. While it is not feasible to predict or determine the outcome of these proceedings, in our opinion, based on a review with legal counsel, other than as noted, none of these disputes or legal actions are expected to have a material impact on our business, consolidated financial position, results of operations or cash flows. However, litigation is subject to inherent uncertainties and an adverse result in these or other matters may arise from time to time that may harm our business.

On February 12, 2018, Stone Brewing Company filed a trademark infringement lawsuit in federal court in the Southern District of California against Molson Coors Beverage Company USA LLC ("MCBC USA"), a wholly owned subsidiary of our Company, alleging that the *Keystone* brand has “rebranded” itself as “Stone” and is marketing itself in a manner confusingly similar to Stone Brewing Company's registered Stone trademark. Stone Brewing Company sought treble damages and disgorgement of MCBC USA's profit from *Keystone* sales. MCBC USA subsequently filed an answer and counterclaims against Stone Brewing Company. On May 31, 2018, Stone Brewing Company filed a motion to dismiss MCBC USA's counterclaims and for a preliminary injunction seeking to bar MCBC USA from continuing to use “STONE” on *Keystone Light* cans and related marketing materials. In March 2019, the court denied Stone Brewing Company’s motion for preliminary injunction and its motion to dismiss MCBC USA's counterclaims. The jury trial began on March 7, 2022. The jury returned a verdict in which it concluded that trademark infringement had occurred and awarded Stone Brewing Company $56.0 million in damages. The jury also found that no "willful" trademark infringement had occurred. The parties are currently briefing a series of post-trial issues including certain unsubmitted MCBC USA defenses. Resolution of the remaining defenses and other post-trial issues could alter or nullify the jury verdict. Stone Brewing Company also filed a motion for a permanent injunction, which MCBC USA plans to oppose. At the conclusion of these issues, either or both parties could appeal the case to the applicable federal appellate court. As of March 31, 2022, the Company has accrued a liability of $56.0 million within other liabilities on our unaudited condensed consolidated balance sheet as the best estimate of probable loss in this case based on the jury verdict. However, it is reasonably possible that the estimate of the loss could change in the near term based on the progression of the case, including any potential impact of the resolution of remaining defenses and other post-trial issues on the jury verdict as well as any appeals process. We will continue to monitor the status of the case and will adjust the accrual in the period in which any significant change occurs which could impact the estimate of the loss for this matter.

Regulatory Contingencies

In June 2019, the Ontario government adopted a bill that, if enacted, would terminate a 10-year Master Framework Agreement that was originally signed between the previous government administration and Molson Canada 2005, a wholly owned indirect subsidiary of our Company, Labatt Brewing Company Limited, Sleeman Breweries Ltd., and Brewers Retail Inc. in 2015 and dictates the terms of the beer distribution and retail systems in Ontario through 2025. The government has not yet proclaimed the bill as law. The impacts of these potential legislative changes are unknown at this time, but could have a negative impact on the results of operations, cash flows and financial position of the Americas segment. Molson Canada 2005 and the other Master Framework Agreement signatories are prepared to vigorously defend our rights and pursue legal recourse, should the Master Framework Agreement be unilaterally terminated by the enactment of the legislation.

Guarantees and Indemnities

We guarantee indebtedness and other obligations to banks and other third parties for some of our equity method investments and consolidated subsidiaries. As of March 31, 2022 and December 31, 2021, the unaudited condensed consolidated balance sheets include liabilities related to these guarantees of $38.7 million and $38.1 million, respectively. See Note 4, "Investments" for further detail.

Separately, related to our Cervejarias Kaiser Brasil S.A. ("Kaiser") indemnities, we accrued $12.0 million and $7.2 million, in aggregate, as of March 31, 2022 and December 31, 2021, respectively. The maximum potential claims amount remaining for the Kaiser-related purchased tax credits was $73.8 million, based on foreign exchange rates as of March 31, 2022. Our Kaiser liabilities are discussed in further detail within Part II—Item 8 Financial Statements, Note 18, "Commitments and Contingencies" in our Annual Report and did not significantly change during the first quarter of 2022.

13. Leases

Supplemental balance sheet information related to leases as of March 31, 2022 and December 31, 2021 was as follows:

	Balance Sheet Classification	As of March 31, 2022	As of December 31, 2021
		(In millions)	
Operating Leases			
Operating lease right-of-use assets	Other assets	$ 116.0	$ 119.1
Current operating lease liabilities	Accounts payable and other current liabilities	$ 44.6	$ 45.4
Non-current operating lease liabilities	Other liabilities	84.7	87.8
Total operating lease liabilities		$ 129.3	$ 133.2
Finance Leases			
Finance lease right-of-use assets	Properties, net	$ 55.6	$ 61.5
Current finance lease liabilities	Current portion of long-term debt and short-term borrowings	$ 4.9	$ 4.6
Non-current finance lease liabilities	Long-term debt	62.3	62.6
Total finance lease liabilities		$ 67.2	$ 67.2

Supplemental cash flow information related to leases for the three months ended March 31, 2022 and March 31, 2021 was as follows:

	Three Months Ended March 31, 2022	Three Months Ended March 31, 2021
	(In millions)	
Cash paid for amounts included in the measurements of lease liabilities		
Operating cash flows from operating leases	$ 12.8	$ 13.4
Operating cash flows from finance leases	$ 0.9	$ 1.4
Financing cash flows from finance leases	$ 0.8	$ 0.5
Supplemental non-cash information on right-of-use assets obtained in exchange for new lease liabilities		
Operating leases	$ 8.8	$ 7.8
Finance leases	$ 1.9	$ 1.5

Executed leases that have not yet commenced as of March 31, 2022 are immaterial except for railcar leases with total undiscounted payments of $47.1 million expected to commence in 2022.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Overview

For more than two centuries, we have been brewing beverages that unite people for all life's moments. From *Coors Light*, *Miller Lite, Molson Canadian, Carling* and *Staropramen* to *Coors Banquet, Blue Moon Belgian White, Blue Moon LightSky, Vizzy, Coors Seltzer, Leinenkugel's Summer Shandy, Creemore Springs, Hop Valley* and more, we produce many beloved and iconic beer brands. While our Company's history is rooted in beer, we offer a modern portfolio that expands beyond the beer aisle as well. As a business, our ambition is to be the first choice for our people, our consumers and our customers, and our success depends on our ability to make our products available to meet a wide range of consumer segments and occasions.

Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") in this Quarterly Report on Form 10-Q is provided as a supplement to, and should be read in conjunction with, our audited consolidated financial statements, the accompanying notes and the MD&A included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2021 ("Annual Report"), as well as our unaudited condensed consolidated financial statements and the accompanying notes included in this report. Due to the seasonality of our operating results, quarterly financial results are not an appropriate basis from which to project annual results.

Unless otherwise noted in this report, any description of "we," "us" or "our" includes Molson Coors Beverage Company ("MCBC" or the "Company"), principally a holding company, and its operating and non-operating subsidiaries included within our reporting segments. Our reporting segments include Americas and EMEA&APAC. Our Americas segment operates in the U.S., Canada and various countries in the Caribbean, Latin and South America and our EMEA&APAC segment operates in Bulgaria, Croatia, Czech Republic, Hungary, Montenegro, the Republic of Ireland, Romania, Serbia, the U.K., various other European countries, and certain countries within the Middle East, Africa and Asia Pacific.

Unless otherwise indicated, information in this report is presented in USD and comparisons are to comparable prior periods. Our primary operating currencies, other than the USD, include the CAD, the GBP, and our Central European operating currencies such as the EUR, CZK, HRK and RSD.

Operational Measures

We have certain operational measures, such as STWs and STRs, which we believe are important metrics. STW is a metric that we use in our business to reflect the sales from our operations to our direct customers, generally wholesalers. We believe the STW metric is important because it gives an indication of the amount of beer and adjacent products that we have produced and shipped to customers. STR is a metric that we use in our business to refer to sales closer to the end consumer than STWs, which generally means sales from wholesalers or our company to retailers, who in turn sell to consumers. We believe the STR metric is important because, unlike STWs, it provides the closest indication of the performance of our brands in relation to market and competitor sales trends.

Items Affecting Reported Results

Items Affecting Consolidated Results of Operations

Coronavirus Global Pandemic

We have been actively monitoring the impact of the coronavirus pandemic since it started at the end of the first quarter of 2020. Throughout the first quarter of 2021, certain governmental entities across Europe, particularly throughout the U.K. required that bars and restaurants close which negatively impacted the on-premise sales of our beverages. In addition, certain provinces of Canada, including the most populous provinces, endured lockdowns pursuant to which bars and restaurants were required to close. Moreover, in the United States, while re-openings started to occur, certain bars and restaurants continued to remain closed and others modified their hours or restricted capacity. Certain sporting events, festivals and other large public gatherings where our products are served were canceled throughout the Americas and EMEA&APAC or were heavily restricted, significantly decreasing attendance.

We observed improvements in the marketplace related to the coronavirus global pandemic as on-premise locations began to re-open, with varying degrees of restrictions, across the world beginning in the second quarter of 2021. A new variant of coronavirus, Omicron, created additional uncertainty and negatively impacted our on-premise business at the end of 2021. This uncertainty partially subsided in the first quarter of 2022 as we saw progressive improvements in the on-premise; however, our on-premise volumes in both the Americas and EMEA&APAC segments have not returned to pre-pandemic levels. During the first two months of 2022, certain provinces of Canada endured heavy restrictions which eased significantly towards the end of February 2022.

The extent to which our operations will continue to be impacted by the coronavirus pandemic will depend largely on future developments, which are highly uncertain and cannot be accurately predicted, including, but not limited to, the level of governmental or societal orders or restrictions on public gatherings and on-premise venues including any vaccine mandates or testing requirements, the severity and duration of the coronavirus pandemic by market including continued or prolonged outbreaks of variants, changes in consumer behavior, the rate of vaccination and the efficacy of vaccines against coronavirus and related variants. We continue to actively monitor the ongoing evolution of the coronavirus pandemic and resulting impacts to our business.

Cost Inflation

We continued to experience significant cost inflation, including higher transportation and input costs, which negatively impacted our results of operations during the three months ended March 31, 2022. We expect significant cost inflation to continue to have a negative impact on our results of operations for the remainder of 2022 and potentially beyond. In addition to the cost increases that commenced in the second half of 2021, the Russian invasion of Ukraine on February 24, 2022 has caused a negative impact on the global economy, driving further increases to, among other things, the cost of transportation, energy and supplies. Higher transportation costs are a result of increased fuel prices, a short supply of truck drivers worldwide and increased freight costs. In the Americas, we are taking steps to reduce the impact of driver shortages by shipping more beverages via rail. Besides impacting our outbound shipments, our suppliers are facing difficulty in timely delivering the materials we need, and we are also experiencing increased supply costs due to overall cost inflation. The volatility of aluminum prices, inclusive of Midwest Premium and tariffs, will continue to impact our results during 2022 as it significantly impacted our results during the three months ended March 31, 2021. To the extent these prices continue to fluctuate, our business and financial results could be materially adversely impacted. We continue to monitor these risks and rely on our risk management hedging program, pricing, our premiumization strategy and cost savings programs to help mitigate some of the inflationary pressures.

Cybersecurity Incident

During March 2021, we experienced a systems outage, that was caused by a cybersecurity incident. We engaged leading forensic information technology firms and legal counsel to assist our investigation into the incident and we restored our systems after working to get the systems back up as quickly as possible. Despite these actions, we experienced delays and disruptions to our business, including brewery operations, production and shipments. This incident caused us to not produce or ship as much as we otherwise would have in the first quarter of 2021.

Items Affecting Americas Segment Results of Operations

Keystone Litigation

During March 2022, we accrued a liability of $56 million within marketing, general, and administrative ("MG&A") expenses on the unaudited condensed consolidated statement of operations related to potential losses as a result of the ongoing *Keystone* litigation case. See Part I. - Item 1. Financial Statements, Note 12, "Commitments and Contingencies" for further information.

Impairment of an Asset Group

During the first quarter of 2022, we recognized an impairment loss of $28.6 million within special items, net in the unaudited condensed consolidated statements of operations, of which $12.1 million was attributable to the noncontrolling interest. See Part I.—Item 1. Financial Statements, Note 5, "Special Items" for further information.

Texas Storm

In February 2021, a winter ice storm severely impacted the southern U.S. In particular, local government authorities in Texas were forced to impose energy restrictions, causing the Fort Worth brewery to be offline which resulted in our inability to produce or ship product during the downtime.

Items Affecting EMEA&APAC Segment Results of Operations

India Sale

During the first quarter of 2022, we completed the sale of our non-operating India entity in our EMEA&APAC segment resulting in an insignificant loss on disposal recorded in special items, net in the unaudited condensed consolidated statements of operations. The disposal group had previously been classified as held for sale during the fourth quarter of 2021.

Russia-Ukraine Conflict

On February 24, 2022, Russia invaded Ukraine and the conflict remains ongoing. We had less than 0.2% of our 2021 annual net sales and no physical assets in Russia and Ukraine. While not material to our Company, the Russia-Ukraine conflict negatively impacted our results of operations for the three months ended March 31, 2022. We suspended all exports of any MCBC brands to Russia and also suspended the license to produce any of our brands in Russia. Production and sales of our brands in Ukraine under license arrangements are currently halted as a result of the dangerous environment in the country due to the conflict. In addition, the Russia-Ukraine conflict has caused a negative impact to the global economy which has impacted our Company, driving further increases to the cost of transportation, energy and supplies. See the enhanced risk factor related to this conflict at Part II.—Item 1A. "Risk Factors".

Consolidated Results of Operations

The following table highlights summarized components of our unaudited condensed consolidated statements of operations for the three months ended March 31, 2022 and March 31, 2021. See Part I.—Item 1. Financial Statements for additional details of our U.S. GAAP results.

	Three Months Ended		
	March 31, 2022	March 31, 2021	% change
	(In millions, except percentages and per share data)		
Net sales	$ 2,214.6	$ 1,898.4	16.7 %
Cost of goods sold	(1,286.8)	(1,167.4)	10.2 %
Gross profit	927.8	731.0	26.9 %
Marketing, general and administrative expenses	(675.7)	(542.9)	24.5 %
Special items, net	(27.6)	(10.9)	153.2 %
Equity income (loss)	(0.1)	—	N/M
Operating income (loss)	224.4	177.2	26.6 %
Total other income (expense), net	(50.7)	(50.9)	(0.4)%
Income (loss) before income taxes	173.7	126.3	37.5 %
Income tax benefit (expense)	(36.4)	(44.3)	(17.8)%
Net income (loss)	137.3	82.0	67.4 %
Net (income) loss attributable to noncontrolling interests	14.2	2.1	N/M
Net income (loss) attributable to MCBC	$ 151.5	$ 84.1	80.1 %
Net income (loss) attributable to MCBC per diluted share	$ 0.70	$ 0.39	79.5 %
Financial volume in hectoliters	17.037	16.217	5.1 %
Brand volume in hectoliters	16.531	16.248	1.7 %

N/M = Not meaningful

Foreign currency impacts on results

During the three months ended March 31, 2022, foreign currency movements unfavorably impacted our consolidated USD income before income taxes by $0.4 million (unfavorably impacting income before income taxes of unallocated by $2.4 million, partially offset by the favorable impact to our Americas segment by $1.0 million and our EMEA&APAC segment by $1.0 million). Included in this amount are both translational and transactional impacts of changes in foreign exchange rates. The impact of transactional foreign currency gains and losses is recorded within other income (expense) in our unaudited condensed consolidated statements of operations.

Volume

Worldwide brand volume (or "brand volume" when discussed by segment) reflects owned or actively managed brands sold to unrelated external customers within our geographic markets (net of returns and allowances), royalty volume and our proportionate share of equity investment worldwide brand volume calculated consistently with MCBC owned volume. Financial volume represents owned brands sold to unrelated external customers within our geographical markets, net of returns and allowances as well as contract brewing, wholesale non-owned brand volume and company-owned distribution volume. Contract brewing and wholesale/factored volume is included within financial volume, but is removed from worldwide brand volume, as this is non-owned volume for which we do not directly control performance. Factored volume in our EMEA&APAC segment is the distribution of beer, wine, spirits and other products owned and produced by other companies to the on-premise channel, which is a common arrangement in the U.K. Royalty volume consists of our brands produced and sold by third parties under various license and contract-brewing agreements and because this is owned volume, it is included in worldwide brand volume. Our worldwide brand volume definition also includes an adjustment from STW volume to STR volume. We believe the brand volume metric is useful to investors and management because, unlike financial volume and STWs, it provides the closest indication of the performance of our brands in relation to market and competitor sales trends.

As part of the revitalization plan strategy to grow our above premium portfolio and expand beyond the beer aisle, we have de-prioritized and rationalized certain non-core economy stock-keeping units ("SKU"). This strategy is intended to drive sustainable net sales growth and earnings growth, despite potential volume declines as the portfolio mix shifts towards a higher composition of above premium products.

	Three Months Ended		
	March 31, 2022	March 31, 2021	% change
	(In millions, except percentages)		
Volume in hectoliters			
Financial volume	17.037	16.217	5.1 %
Less: Contract brewing and wholesale/factored volume	(1.502)	(1.238)	21.3 %
Add: Royalty volume	0.920	0.926	(0.6)%
Add: STW to STR adjustment	0.076	0.343	(77.8)%
Total worldwide brand volume	16.531	16.248	1.7 %

Net Sales

The following table highlights the drivers of change in net sales for the three months ended March 31, 2022 versus March 31, 2021, by segment (in percentages):

	Financial Volume	Price and Sales Mix	Currency	Total
Consolidated	**5.1 %**	**12.5 %**	**(0.9)%**	**16.7 %**
Americas	(0.8) %	9.4 %	(0.1) %	8.5 %
EMEA&APAC	29.4 %	62.9 %	(8.1) %	84.2 %

Net sales per hectoliter on a brand volume basis in local currency increased 10.2% for the three months ended March 31, 2022, compared to prior year. The increase for the three months ended March 31, 2022, was primarily due to positive net pricing and favorable brand and channel mix resulting from portfolio premiumization and fewer on-premise channel restrictions. Net sales per hectoliter on a financial volume basis in local currency increased 11.9% for the three months ended March 31, 2022, compared to prior year.

Worldwide brand volumes increased 1.7% for the three months ended March 31, 2022, compared to prior year, and financial volumes increased 5.1% compared to prior year. The increase in financial volumes for the three months ended March 31, 2022 was primarily due to higher brand volumes in EMEA&APAC, higher factored volumes and the cycling of lower U.S. distributor inventory levels in the prior year attributed to the March 2021 cybersecurity incident and the February 2021 Fort Worth, Texas brewery shutdown due to a winter storm, partially offset by lower brand volumes in the Americas. The increase in brand volumes for the three months ended March 31, 2022 was primarily due to a 19.8% increase in brand volumes in EMEA&APAC including the cycling of significant on-premise closures that occurred during the first quarter of 2021, particularly in the U.K. This was partially offset by a 3.1% decrease in Americas brand volumes driven by a decline in the economy portfolio including the de-prioritization and rationalization of non-core SKUs, which more than offset growth in the above premium portfolio.

Cost of goods sold

Cost of goods sold per hectoliter in local currency increased 5.8% for the three months ended March 31, 2022, compared to prior year. The increase for the three months ended March 31, 2022 was primarily due to cost inflation mainly on input materials and transportation costs and the mix impacts of portfolio premiumization and higher factored volumes, partially offset by changes to our unrealized mark-to-market commodity positions and lower depreciation expense.

Marketing, general and administrative expenses

MG&A expenses increased 24.5% for the three months ended March 31, 2022, compared to prior year. The increase for the three months ended March 31, 2022 was primarily due to a $56 million accrued liability related to potential losses as a result of the ongoing *Keystone* litigation case as well as higher legal fees associated with the trial, higher marketing spend to support our core brands and new innovations, increased local sponsorship and events as the coronavirus pandemic related restrictions have continued to ease and the cycling of lower people related costs, including travel and entertainment costs.

Special items, net

See Part I.—Item 1. Financial Statements, Note 5, "Special Items" for detail of special items, net.

Total other income (expense), net

Total other income (expense), net improved 0.4% for the three months ended March 31, 2022 compared to prior year, primarily due to lower interest expense, partially offset by higher pension and OPEB non-service costs.

Income taxes benefit (expense), net

	Three Months Ended	
	March 31, 2022	March 31, 2021
Effective tax rate	21 %	35 %

The decrease in our effective tax rate for the three months ended March 31, 2022 as compared to the prior year was primarily due to a decrease in net discrete tax expense. We recognized a $0.9 million discrete tax benefit in the three months ended March 31, 2022 compared to a $18.1 million net discrete tax expense in the prior year.

Our tax rate can be more or less volatile and may change with, among other things, the amount and source of income (loss) before income taxes, our ability to utilize foreign tax credits, excess tax benefits or deficiencies from share-based compensation, changes in tax laws and the movement of liabilities established pursuant to accounting guidance for uncertain tax positions as statutes of limitations expire, positions are effectively settled or when additional information becomes available. There are proposed or pending tax law changes in various jurisdictions and other changes to regulatory environments in countries in which we do business that, if enacted, may have an impact on our effective tax rate.

Refer to Part I.—Item 1. Financial Statements, Note 6, "Income Tax" for discussion regarding our effective tax rate.

Segment Results of Operations

Americas Segment

	Three Months Ended		
	March 31, 2022	March 31, 2021	% change
	(In millions, except percentages)		
Net sales[(1)]	$ 1,836.2	$ 1,692.0	8.5 %
Income (loss) before income taxes	$ 87.1	$ 144.2	(39.6)%
Financial volume in hectoliters[(2)]	12.999	13.102	(0.8)%
Brand volume in hectoliters	12.436	12.831	(3.1)%

(1) Includes gross inter-segment sales and volumes which are eliminated in the consolidated totals.

(2) Excludes royalty volume of 0.601 million hectoliters and 0.567 million hectoliters for the three months ended March 31, 2022 and March 31, 2021, respectively.

Net sales and volume

Net sales per hectoliter on a brand volume basis in local currency increased 9.8% for the three months ended March 31, 2022 compared to prior year, primarily due to positive net pricing and favorable brand mix. Net sales per hectoliter on a financial volume basis in local currency increased 9.4% for the three months ended March 31, 2022 compared to prior year.

Brand volumes decreased 3.1% for the three months ended March 31, 2022 compared to prior year, primarily due to a 4.3% decline in the U.S. which was driven by a decline in the economy portfolio, including the de-prioritization and rationalization of non-core SKUs, partially offset by growth in the above premium portfolio driven by hard seltzers. Canada brand volumes reflected softer industry performance in the first quarter of 2022 and declined 4.5% for the three months ended March 31, 2022 compared to the prior year while Latin America brand volumes grew 13.8%. Financial volumes decreased 0.8% for the three months ended March 31, 2022, compared to prior year primarily due to lower brand volumes, partially offset by the cycling of lower U.S. distributor inventory levels in the prior year attributed to the March 2021 cybersecurity incident and the February 2021 Fort Worth, Texas brewery shutdown due to a winter storm.

Income (loss) before income taxes

Income (loss) before income taxes decreased 39.6% for the three months ended March 31, 2022, compared to prior year, primarily due to a $56 million accrued liability related to potential losses as a result of the ongoing *Keystone* litigation case, higher marketing spend, cost inflation mainly on input materials and transportation costs, higher special items, net driven by a non-cash impairment charge taken on our Truss LP joint venture asset group and lower financial volumes, partially offset by positive net pricing, favorable sales mix and lower depreciation expense. The increased marketing spend includes higher spend behind innovation brands, *Coors Light,* and *Miller Lite*, as well as higher localized spend as the coronavirus pandemic related restrictions eased compared to the prior year.

EMEA&APAC Segment

	Three Months Ended		
	March 31, 2022	March 31, 2021	% change
	(In millions, except percentages)		
Net sales[1]	$ 381.2	$ 206.9	84.2 %
Income (loss) before income taxes	$ (32.2)	$ (89.4)	64.0 %
Financial volume in hectoliters[2]	4.039	3.122	29.4 %
Brand volume in hectoliters	4.095	3.417	19.8 %

(1) Includes gross inter-segment sales and volumes which are eliminated in the consolidated totals.

(2) Excludes royalty volume of 0.319 million hectoliters and 0.359 million hectoliters for the three months ended March 31, 2022 and March 31, 2021, respectively.

Net sales and volume

Net sales per hectoliter on a brand volume basis in local currency increased 30.1% for the three months ended March 31, 2022 compared to prior year primarily due to favorable sales mix as well as positive net pricing. Net sales per hectoliter on a financial volume basis in local currency increased 48.6% for the three months ended March 31, 2022, compared to prior year.

Brand volume increased 19.8% for the three months ended March 31, 2022, compared to prior year, primarily due to growth in our core brands and above premium portfolio including the cycling of significant on-premise closures that occurred during the first quarter of 2021, particularly in the U.K. Financial volumes increased 29.4% for the three months ended March 31, 2022, compared to prior year, primarily due to brand volume growth as well as higher factored volumes.

Income (loss) before income taxes

Income (loss) before income taxes improved 64.0% for the three months ended March 31, 2022, compared to prior year, primarily due to higher financial volumes, favorable sales mix and positive net pricing, partially offset by cost inflation mainly on input materials and transportation costs and higher MG&A spend. Higher MG&A spend was primarily due to increased marketing spend to support our brands and the cycling of lower spend in the prior year due to cost mitigation efforts.

Unallocated

	Three Months Ended		
	March 31, 2022	March 31, 2021	% change
	(In millions, except percentages)		
Cost of goods sold	$ 170.8	$ 121.5	40.6 %
Gross profit	170.8	121.5	40.6 %
Operating income (loss)	170.8	121.5	40.6 %
Total other income (expense), net	(52.0)	(50.0)	4.0 %
Income (loss) before income taxes	$ 118.8	$ 71.5	66.2 %

Cost of goods sold

The unrealized changes in fair value on our commodity derivatives, which are economic hedges, are recorded as cost of goods sold within unallocated and make up the entirety of the activity presented within cost of goods sold in the table above for the three months ended March 31, 2022 and March 31, 2021, respectively. As the exposure we are managing is realized, we reclassify the gain or loss on our commodity derivatives to the segment in which the underlying exposure resides, allowing our segments to realize the economic effects of the derivative without the resulting unrealized mark-to-market volatility. See Part I.—Item 1. Financial Statements, Note 11, "Derivative Instruments and Hedging Activities" for further information.

Total other income (expense), net

Total other income (expense), net increased 4.0% for the three months ended March 31, 2022 compared to prior year primarily due to higher pension and OPEB non-service costs, partially offset by lower interest expense. See Part I.—Item 1. Financial Statements, Note 8 "Debt" for further details on our debt instruments.

Liquidity and Capital Resources

Liquidity

Overview

Our primary sources of liquidity have included cash provided by operating activities and access to external capital. We continue to actively monitor the ongoing worldwide disruption caused by the coronavirus pandemic. In the event of a sustained market deterioration, whether due to the impacts of the coronavirus pandemic or other economic factors, declines in net sales, profit and operating cash flow may result in the need for additional liquidity, which could require us to evaluate available alternatives and take appropriate actions. We currently believe that our cash and cash equivalents, cash flows from operations and cash provided by short-term and long-term borrowings, when necessary, will be adequate to meet our ongoing operating requirements, scheduled principal and interest payments on debt, capital expenditures and other obligations for the twelve months subsequent to the date of the issuance of this quarterly report, and our long-term liquidity requirements. We do not have any restrictions that prevent or limit our ability to declare or pay dividends.

There can be no assurance that we will be able to secure additional liquidity if our revolving credit facility is fully drawn, the capital markets become inaccessible or if our credit rating is adversely impacted, which may result in difficulties in accessing debt markets or increase our debt costs. Even if we have access to the capital markets, we may not be able to raise capital on acceptable terms or at all. If we are unable to maintain or access adequate liquidity, our ability to timely pay our obligations when due could be adversely affected.

While a significant portion of our cash flows from operating activities is generated within the U.S., our cash balances include cash held outside the U.S. and in currencies other than the USD. As of March 31, 2022, approximately 86% of our cash and cash equivalents were located outside the U.S., largely denominated in foreign currencies. The recent fluctuations in foreign currency exchange rates may have a material impact on these foreign cash balances. When the earnings are considered indefinitely reinvested outside of the U.S., we do not accrue taxes. To the extent necessary, we accrue for tax consequences on the earnings of our foreign subsidiaries upon repatriation. We may utilize tax planning and financing strategies in an effort to ensure that our worldwide cash is available in the locations in which it is needed. We periodically review and evaluate these plans and strategies, including externally committed and non-committed credit agreements accessible by the Company and each of its operating subsidiaries. We believe these financing arrangements, along with the cash generated from the operations of our U.S. business and other liquidity measures resulting from considerations of the ongoing coronavirus global pandemic, are sufficient to fund our current cash needs in the U.S.

Additionally, our cash balances in foreign countries are often subject to additional restrictions and covenants. We may therefore have difficulties repatriating cash held outside of the U.S., and such repatriation may be subject to tax. In some countries, repatriation of certain foreign balances is restricted by local laws and could have adverse tax consequences if we were to move the cash to another country. These limitations may affect our ability to fully utilize our cash resources for needs in the U.S. or other countries and may adversely affect our liquidity.

Cash Flows and Use of Cash

Our business generates positive operating cash flow each year, and our debt maturities are of a longer-term nature. However, our liquidity could be impacted significantly by the risk factors we described in Part I—Item 1A. "Risk Factors" in our Annual Report, Part II.—Item 1A. "Risk Factors" in this report and the items listed above.

Cash Flows from Operating Activities

Net cash used in operating activities of $119.3 million for the three months ended March 31, 2022 decreased $71.6 million compared to $190.9 million for the three months ended March 31, 2021. The decrease in net cash used in operating activities was primarily due to the favorable timing of working capital payments driven by increased MG&A spend and cost of goods sold inflation in the current year as well as lower payments for incentive compensation and higher net income, partially offset by the timing of receipts due to higher financial volumes.

Cash Flows from Investing Activities

Net cash used in investing activities of $226.2 million for the three months ended March 31, 2022 increased $141.6 million compared to $84.6 million for the three months ended March 31, 2021. The increase in net cash used in investing activities was primarily due to higher capital expenditures as a result of the timing of capital projects.

Cash Flows from Financing Activities

Net cash provided by financing activities of $72.5 million for the three months ended March 31, 2022 increased $27.5 million compared to $45.0 million for the three months ended March 31, 2021. The increase in net cash provided by financing activities was primarily due to higher borrowings under our commercial paper program in the current year, partially offset by higher dividends payments and lower net cash inflows from other financing activities. In addition, the increase in net cash provided by financing activities was offset by current year Class B common stock share repurchases.

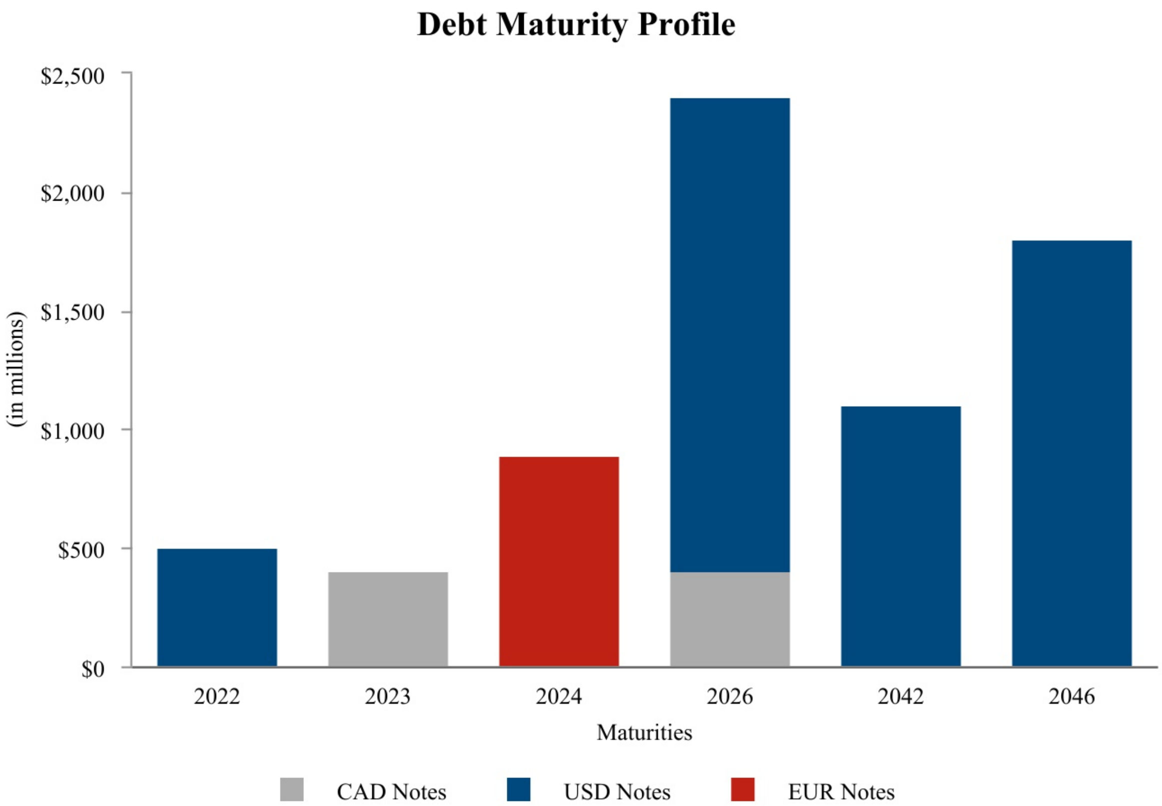
Capital Resources, including Material Cash Requirements

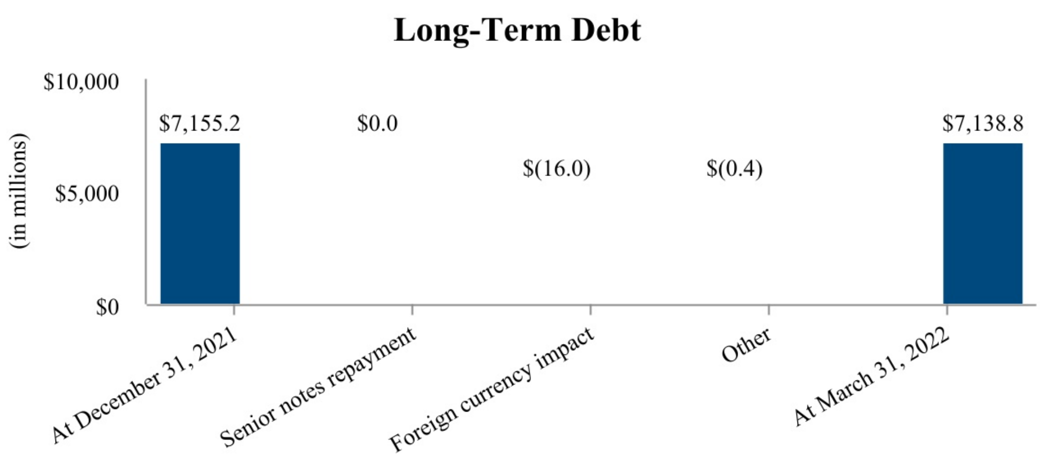
Cash and Cash Equivalents

We had total cash and cash equivalents of $358.7 million as of March 31, 2022, compared to $637.4 million as of December 31, 2021 and $532.7 million as of March 31, 2021. The decrease in cash and cash equivalents from December 31, 2021 was primarily due to capital expenditures, net payments from operating activities and dividend payments, partially offset by net proceeds from the borrowings under our commercial paper program. The decrease in cash and cash equivalents from March 31, 2021 was primarily due to the repayment of our $1.0 billion 2.1% senior notes which matured in July 2021, capital expenditures and dividend payments, partially offset by net cash generated from operating activities and borrowings under our commercial paper program.

Borrowings

We repaid our $500 million 3.5% USD notes upon maturity on May 1, 2022 using a combination of commercial paper borrowings and cash on hand. Refer to Part I.—Item 1. Financial Statements, Note 8, "Debt" for details.





Based on the credit profile of our lenders that are party to our credit facilities, we are confident in our ability to continue to draw on our revolving credit facility if the need arises. As of March 31, 2022, we had $1.3 billion available to draw on our $1.5 billion revolving credit facility. The borrowing capacity is reduced by borrowings under our commercial paper program. As of March 31, 2022, we had total outstanding borrowings under our commercial paper program of approximately $160 million. Subsequent to March 31, 2022, we had additional commercial paper borrowings that resulted in commercial paper outstanding of approximately $500 million as of May 3, 2022. As such, we have approximately $1.0 billion available to draw on our total $1.5 billion revolving credit facility.

We intend to further utilize our cross-border, cross currency cash pool as well as our commercial paper programs for liquidity as needed. We also have CAD, GBP and USD overdraft facilities across several banks should we need additional short-term liquidity.

Under the terms of each of our debt facilities, we must comply with certain restrictions. These include customary events of default and specified representations, warranties and covenants, as well as covenants that restrict our ability to incur certain additional priority indebtedness (certain thresholds of secured consolidated net tangible assets), certain leverage threshold percentages, create or permit liens on assets and restrictions on mergers, acquisitions and certain types of sale lease-back transactions.

The maximum net debt to EBITDA leverage ratio, as defined by the amended revolving credit facility agreement, was 4.00x as of March 31, 2022 and December 31, 2021. As of March 31, 2022 and December 31, 2021, we were in compliance with all of these restrictions, have met such financial ratios and have met all debt payment obligations. All of our outstanding senior notes as of March 31, 2022 rank pari-passu.

In October 2021, we further amended our existing revolving credit facility agreement to replace LIBOR with designated replacement rates for any future borrowings denominated in EUR or GBP to ensure continued, uninterrupted access to these markets should we need it.

See Part I.—Item 1. Financial Statements, Note 8, "Debt" for further discussion of our borrowings and available sources of borrowing, including lines of credit.

Guarantees

We guarantee indebtedness and other obligations to banks and other third parties for some of our equity method investments and consolidated subsidiaries. See Part I.—Item 1. Financial Statements, Note 12, "Commitments and Contingencies" for further discussion.

Material Cash Requirements from Contractual and Other Obligations

There were no material changes to our material cash requirements from contractual and other obligations outside the ordinary course of business or due to factors similar in nature to inflation, changing prices on operations or changes in the remaining terms of the contracts since December 31, 2021, as reported in Part II.— Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations, "Material Cash Requirements from Contractual and Other Obligations" in our Annual Report.

Credit Rating

Our current long-term credit ratings are BBB-/Stable Outlook, Baa3/Stable Outlook and BBB(Low)/Stable Outlook with Standard & Poor's, Moody's and DBRS, respectively. Our short-term credit ratings are A-3, Prime-3 and R-2(low), respectively. A securities rating is not a recommendation to buy, sell or hold securities, and it may be revised or withdrawn at any time by the applicable rating agency.

Guarantor Information

SEC Registered Securities

For purposes of this disclosure, including the tables, "Parent Issuer" shall mean MCBC. "Subsidiary Guarantors" shall mean certain Canadian and U.S. subsidiaries reflecting the substantial operations of our Americas segment.

Pursuant to the indenture dated May 3, 2012 (as amended, the "May 2012 Indenture"), MCBC issued its outstanding 3.5% senior notes due 2022 (subsequently repaid upon maturity on May 1, 2022) and 5.0% senior notes due 2042. Additionally, pursuant to the indenture dated July 7, 2016, MCBC issued its outstanding 3.0% senior notes due 2026, 4.2% senior notes due 2046 and 1.25% senior notes due 2024. The senior notes issued under the May 2012 Indenture and the July 2016 Indenture were registered under the Securities Act of 1933, as amended. These senior notes are guaranteed on a senior unsecured basis by certain subsidiaries of MCBC, which are listed in Exhibit 22 of our Annual Report on Form 10-K (the "Subsidiary Guarantors", and together with the Parent Issuer, the "Obligor Group"). "Parent Issuer" in this section is specifically referring to MCBC in its capacity as the issuer of the senior notes under the May 2012 Indenture and the July 2016 Indenture. Each of the Subsidiary Guarantors is 100% owned by the Parent Issuer. The guarantees are full and unconditional and joint and several.

None of our other outstanding debt was issued in a transaction that was registered with the SEC, and such other outstanding debt is issued or otherwise generally guaranteed on a senior unsecured basis by the Obligor Group or other consolidated subsidiaries of MCBC. These other guarantees are also full and unconditional and joint and several.

The senior notes and related guarantees rank pari-passu with all other unsubordinated debt of the Obligor Group and senior to all future subordinated debt of the Obligor Group. The guarantees can be released upon the sale or transfer of a Subsidiary Guarantors' capital stock or substantially all of its assets, or if such Subsidiary Guarantor ceases to be a guarantor under our other outstanding debt.

See Part I.—Item 1. Financial Statements, Note 8, "Debt" for details of all debt issued and outstanding as of March 31, 2022.

The following summarized financial information relates to the Obligor Group as of March 31, 2022 on a combined basis, after elimination of intercompany transactions and balances between the Obligor Group, and excluding the investments in and equity in the earnings of any non-guarantor subsidiaries. The balances and transactions with non-guarantor subsidiaries have been separately presented.

Summarized Financial Information of Obligor Group

	Three Months Ended March 31, 2022 (in millions)
Net sales, out of which:	$ 1,813.2
Intercompany sales to non-guarantor subsidiaries	$ 8.0
Gross profit, out of which:	$ 793.9
Intercompany net costs from non-guarantor subsidiaries	$ (97.3)
Net interest expense third parties	$ (61.6)
Intercompany net interest income from non-guarantor subsidiaries	$ 29.2
Income before income taxes	$ 248.3
Net income	$ 189.1

	As of March 31, 2022	As of December 31, 2021
	(in millions)	
Total current assets, out of which:	$ 1,972.1	$ 1,834.4
Intercompany receivables from non-guarantor subsidiaries	$ 227.1	$ 155.5
Total noncurrent assets, out of which:	$ 25,486.2	$ 25,349.4
Noncurrent intercompany notes receivable from non-guarantor subsidiaries	$ 4,018.9	$ 3,977.1
Total current liabilities, out of which:	$ 2,717.8	$ 2,725.8
Current portion of long-term debt and short-term borrowings	$ 662.8	$ 502.9
Intercompany payables due to non-guarantor subsidiaries	$ 95.0	$ 87.0
Total noncurrent liabilities, out of which:	$ 13,778.5	$ 13,714.9
Long-term debt	$ 6,559.9	$ 6,573.5
Noncurrent intercompany notes payable due to non-guarantor subsidiaries	$ 4,386.5	$ 4,352.9

Capital Expenditures

We incurred $178.8 million, and paid $243.8 million, for capital improvement projects worldwide in the three months ended March 31, 2022, excluding capital spending by equity method joint ventures, representing an increase of $131.2 million from the $47.6 million of capital expenditures incurred in the three months ended March 31, 2021. This increase was primarily due to the timing of capital expenditures. We continue to focus on where and how we employ our planned capital expenditures, with an emphasis on strengthening our focus on required returns on invested capital as we determine how to best allocate cash within the business.

Contingencies

We are party to various legal proceedings arising in the ordinary course of business, environmental litigation and indemnities associated with our sale of Kaiser to FEMSA. See Part I.—Item 1. Financial Statements, Note 12, "Commitments and Contingencies" for further discussion.

Off-Balance Sheet Arrangements

Refer to Part II.—Item 8 Financial Statements, Note 18, "Commitments and Contingencies" in our Annual Report for discussion of off-balance sheet arrangements. As of March 31, 2022, we did not have any other material off-balance sheet arrangements.

Critical Accounting Estimates

Our accounting policies and accounting estimates critical to our financial condition and results of operations are set forth in our Annual Report and did not change during the first quarter of 2022, except as noted below. See Part I.—Item 1. Financial Statements, Note 2, "New Accounting Pronouncements" for discussion of recently adopted accounting pronouncements. See also Part I.—Item 1. Financial Statements, Note 7, "Goodwill and Intangible Assets" for discussion of the results of our 2021 annual impairment testing analysis, the related risks to our indefinite-lived intangible brand assets and the goodwill amounts associated with our reporting units.

New Accounting Pronouncements Not Yet Adopted

See Part I.—Item 1. Financial Statements, Note 2, "New Accounting Pronouncements" for a description of any new accounting pronouncements that have or could have a significant impact on our financial statements.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

There has been no significant change to the nature and type of our market risks. See Part II.—Item 7A. "Quantitative and Qualitative Disclosures About Market Risk" in our Annual Report for further details of our market risks and our market sensitive instruments as of December 31, 2021. During the first quarter of 2022 our market risk sensitive instruments fluctuated as a result of changes in interest rates, currency exchange rates and commodity prices.

Interest Rate Risk

The following table presents our fixed rate debt and forward starting interest rate swaps as well as the impact of an absolute 1% adverse change in interest rates on their respective fair values. Notional amounts and fair values are presented in USD based on the applicable exchange rate as of March 31, 2022 and December 31, 2021, respectively. See Part I - Item 1. Financial Statements, Note 8. "Debt" for the maturity dates of our outstanding debt instruments.

	Notional amounts		Fair Value Asset/(Liability)		Effect of 1% Adverse Change	
(in millions)	As of March 31, 2022	As of December 31, 2021	As of March 31, 2022	As of December 31, 2021	As of March 31, 2022	As of December 31, 2021
USD denominated fixed rate debt	$ 5,400.0	$ 5,400.0	$ (5,390.7)	$ (5,952.7)	$ (218.7)	$ (200.0)
Foreign currency denominated fixed rate debt	$ 1,685.0	$ 1,701.0	$ (1,695.5)	$ (1,763.1)	$ (9.5)	$ (10.5)
Forward starting interest rate swaps	$ 1,500.0	$ 1,500.0	$ (90.5)	$ (170.8)	$ (141.7)	$ (160.5)

Foreign Exchange Risk

The following table includes details of our foreign currency forwards used to hedge our foreign exchange rate risk as well as the impact of a hypothetical 10% adverse change in the related foreign currency exchange rates on the fair value of the foreign currency forwards. Notional amounts and fair values are presented in USD based on the applicable exchange rate as of March 31, 2022 and December 31, 2021.

	Notional amounts		Fair Value Asset/(Liability)		Effect of 10% Adverse Change	
(in millions)	As of March 31, 2022	As of December 31, 2021	As of March 31, 2022	As of December 31, 2021	As of March 31, 2022	As of December 31, 2021
Foreign currency denominated fixed rate debt	$ 1,685.0	$ 1,701.0	$ (1,695.5)	$ (1,763.1)	$ (163.0)	$ (171.9)
Foreign currency forwards	$ 201.7	$ 170.8	$ (2.9)	$ (1.5)	$ (22.3)	$ (19.0)

Commodity Price Risk

The following table includes details of our commodity swaps and options used to hedge commodity price risk as well as the impact of a hypothetical 10% adverse change in the related commodity prices on the fair value of the derivatives. Notional amounts and fair values are presented in USD based on the applicable exchange rate as of March 31, 2022 and December 31, 2021.

	Notional amounts		Fair Value Asset/(Liability)		Effect of 10% Adverse Change	
(in millions)	As of March 31, 2022	As of December 31, 2021	As of March 31, 2022	As of December 31, 2021	As of March 31, 2022	As of December 31, 2021
Swaps	$ 736.3	$ 722.1	$ 470.6	$ 300.8	$ (107.8)	$ (95.7)
Options	$ 68.2	$ 68.2	$ 0.1	$ 0.1	$ —	$ —

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, we conducted an evaluation of our disclosure controls and procedures as such term is defined under Rule 13a-15(e) under the Exchange Act. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of March 31, 2022 to provide reasonable assurance 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 rules and forms and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. Management necessarily applies its judgment in assessing the costs and benefits of such controls and procedures that, by their nature, can only provide reasonable assurance regarding management's control objectives. Also, we have investments in certain unconsolidated entities that we do not control or manage.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting (as defined in Exchange Act Rule 13a-15(f)) during the three months ended March 31, 2022 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Litigation and other disputes

For information regarding litigation, other disputes and environmental and regulatory proceedings see Part I—Item 1. Financial Statements, Note 12, "Commitments and Contingencies."

ITEM 1A. RISK FACTORS

In addition to the other information set forth in this report and the risk factors noted below, you should carefully consider the factors discussed in Part I.—Item 1A. "Risk Factors" in our Annual Report, which could materially affect our business, financial condition and/or future results. The risks described in our Annual Report and herein are not the only risks facing us. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial may also materially adversely affect our business, financial condition, cash flows and/or future results. Except as set forth below, there have been no material changes in our risk factors included in our Annual Report.

Weak, or weakening of, economic or other negative conditions in the markets in which we do business, including reductions in discretionary consumer spending, could have a material adverse effect on our business and financial results.

Beer consumption in many of our markets is closely tied to general economic conditions and a significant portion of our portfolio consists of premium and above premium brands. Difficult macroeconomic conditions in our markets, such as further decreases in per capita income and level of disposable income driven by increases to inflation, income (and other) taxes, the cost of living, increased and prolonged continued unemployment or a further decline in consumer confidence, in each case, as a result of the coronavirus pandemic or otherwise, as well as limited or significantly reduced points of access of our product, political or economic instability or other country-specific factors could continue to have a material adverse effect on the demand for our products. For example, a trend towards value brands in certain of our markets or deterioration of the current economic conditions could result in a material adverse effect on our business and financial results.

A significant portion of our consolidated net sales are concentrated in the U.S., Canada and countries in Europe, and accordingly represent the majority of net sales within our Americas and EMEA&APAC segments, respectively. Therefore, unfavorable macroeconomic conditions, such as a recession or continued slowed economic growth, in the U.S., Canada or countries in Europe could negatively affect consumer demand for our product in these important markets, which consequently, may negatively affect the results of operations in our Americas and EMEA&APAC segments. Under difficult economic conditions, consumers may seek to reduce discretionary spending by forgoing purchases of our products, by shifting away from our above premium products to lower-priced products offered by us or other companies or by shifting to off-premise from on-premise consumption, negatively impacting our net sales and margins. Softer consumer demand for our products could reduce our profitability and could negatively affect our overall financial performance.

In addition, geopolitical risks, including those arising from trade tension and/or the imposition of trade tariffs, terrorist activity or acts of civil or international hostility, are increasing. For instance, the Russia-Ukraine Conflict has already adversely affected the global economy, resulted in heightened economic sanctions from the U.S., the United Kingdom, the European Union and the international community and could result in geopolitical instability. As a result of the Russia-Ukraine Conflict, we have suspended all exports of any MCBC brands to Russia and we suspended the license to produce any of our brands in Russia. Even though our sales in Russia have historically been limited, representing less than 0.2% of our 2021 annual sales, and as we have no physical assets in Russia, the impact of these government measures and our temporary suspensions, as well as any further retaliatory actions taken by Russia and the U.S. and foreign government bodies has caused a negative impact to the global economy, including further increases to cost inflation, driving increases to the cost of transportation, energy and supplies which have had and could continue to have a material adverse effect on our business, financial condition, results of operations, supply chain, intellectual property, partners, customers or employees and may expose us to adverse legal proceedings in Russia in the future. Further escalation of geopolitical tensions related to the Russia-Ukraine Conflict, including increased trade barriers or restrictions on global trade, could result in, among other things, broader impacts that expand into other markets, cyberattacks, supply chain and logistics disruptions, lower consumer demand, and changes to foreign exchange rates and financial markets, any of which may adversely affect our business and supply chain. In addition, the effects of the ongoing Russia-Ukraine Conflict could heighten many of our known risks described in Part I, Item 1A, "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2021, filed with the SEC on February 23, 2022. Future changes to U.S. or foreign tax and trade, policies, impositions of new or increased tariffs, other trade restrictions or other government actions, including any government shutdown, foreign currency fluctuations, including devaluations and fear of exposure to or actual impacts of a widespread disease outbreak, such as the coronavirus pandemic, may lead to continuation of such risks and uncertainty. Uncertain economic and financial market conditions may also adversely affect the financial condition of our customers, suppliers and other business partners. Any significant decrease in consumers' purchases of our products or our inability to collect accounts receivable, resulting from an adverse impact of the global markets on consumers' financial condition could have a material adverse effect on our business, financial condition and results of operations.

Due to a high concentration of workers represented by unions or trade councils, we could be significantly affected by labor strikes, work stoppages or other employee-related issues.

As of December 31, 2021, approximately 32% and 26% of our Americas and EMEA&APAC workforces, respectively, are represented by trade unions or councils. Stringent labor laws in certain of our key markets expose us to a greater risk of loss should we experience labor disruptions in those markets. A prolonged labor strike, work stoppage or other employee-related issues, could have a material adverse effect on our business and financial results. For example, in the first few months of 2021, we experienced a labor disruption with our Toronto brewery unionized employees resulting from on-going negotiations of the collective bargaining agreement. This labor disruption resulted in slightly slower than expected production at the Toronto brewery in the first few months of 2021. From time to time, our collective bargaining agreements come due for renegotiation, and, if we are unable to timely complete negotiations, affected employees may strike, which could have an adverse effect on our business and financial results. There are four collective bargaining agreements in Québec that expired at the end of 2021. In late 2021 and 2022 we began negotiating one of these collective bargaining agreements with our Montreal unionized distribution and brewery employees. In late March 2022, approximately 400 unionized employees in our Montreal/Longueuil, Québec brewery and distribution centers went on strike, which is adversely affecting our business and operations, including lower production and slower than expected distribution. Although our objective is to maintain constructive relations with the labor unions that represent our Québec employees, in the event of a prolonged or expanded strike, our business and financial results could be adversely affected, including production and distribution impacts and loss of customers.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

None.

ITEM 6. EXHIBITS

The following are filed, furnished or incorporated by reference as a part of this Quarterly Report on Form 10-Q:

(a) Exhibits

Exhibit Number	Document Description
10.1+	Form of Long-Term Incentive Performance Share Unit Award Agreement pursuant to the Amended and Restated Molson Coors Beverage Company Incentive Compensation Plan for awards granted beginning in 2022.
10.2+	Form of Restricted Stock Unit Agreement pursuant to the Amended and Restated Molson Coors Beverage Company Incentive Compensation Plan for awards granted beginning in 2022 applicable to Gavin D.K. Hattersley.
10.3+	Form of Performance Share Unit Award Agreement pursuant to the Amended and Restated Molson Coors Beverage Company Incentive Compensation Plan awards granted beginning in 2022 applicable to Gavin D.K. Hattersley.
10.4+	Offer Letter, dated as of November 17, 2019, by and between Molson Coors Beverage Company and Pete Marino.
31.1+	Section 302 Certification of Chief Executive Officer.
31.2+	Section 302 Certification of Chief Financial Officer.
32++	Written Statement of Chief Executive Officer and Chief Financial Officer furnished pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 USC. Section 1350).
101.INS+	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.*
101.SCH+	XBRL Taxonomy Extension Schema Document.*
101.CAL+	XBRL Taxonomy Extension Calculation Linkbase Document.*
101.LAB+	XBRL Taxonomy Extension Label Linkbase Document.*
101.PRE+	XBRL Taxonomy Extension Presentation Linkbase Document.*
101.DEF+	XBRL Taxonomy Extension Definition Linkbase Document.*
104	Cover Page Interactive Data File (embedded within the Inline XBRL document and contained in Exhibit 101)

*	Attached as Exhibit 101 to this report are the following documents formatted in iXBRL (Inline Extensible Business Reporting Language): (i) the Unaudited Condensed Consolidated Statements of Operations, (ii) the Unaudited Condensed Consolidated Statements of Comprehensive Income (Loss), (iii) the Unaudited Condensed Consolidated Balance Sheets, (iv) the Unaudited Condensed Consolidated Statements of Cash Flows, (v) the Unaudited Condensed Consolidated Statements of Stockholders' Equity and Noncontrolling Interests, (vi) the Notes to Unaudited Condensed Consolidated Financial Statements, and (vii) document and entity information.
+	Filed herewith.
++	Furnished herewith.

SIGNATURE

Pursuant to the requirements 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.

MOLSON COORS BEVERAGE COMPANY
By:
/s/ ROXANNE M. STELTER

Roxanne M. Stelter
Vice President and Controller
(Principal Accounting Officer)
May 3, 2022

Exhibit 10.1

MOLSON COORS BEVERAGE COMPANY

[YEAR] LONG-TERM INCENTIVE PERFORMANCE SHARE UNIT NOTICE

This [YEAR] Long-Term Incentive Performance Share Unit Award Notice (this "***Award Notice***") evidences the award (the "***Award***") of long-term incentive performance share units ("***Performance Share Units***") that have been granted to, [NAME], by Molson Coors Beverage Company, a Delaware corporation (the "***Company***"), subject to your acceptance of the terms of this Award Notice and the [YEAR] Long-Term Incentive Performance Share Unit Award Agreement that is attached to this Award Notice (the "***Award Agreement***"). Each Performance Share Unit represents your right to receive one share of Class B common stock of the Company, par value $0.01 per share (each, a "***Share***") on the date(s) specified in this Award Notice and the Award Agreement for each Performance Share Unit subject to the Award, subject to achievement of the relevant performance criteria as determined at the end of the applicable Performance Period. The Award is granted pursuant to the terms of the Amended and Restated Molson Coors Beverage Company Incentive Compensation Plan (the "***Incentive Plan")***. Performance Share Units are intended to constitute Performance Shares for purposes of the Incentive Plan.

This Award Notice constitutes part of, and is subject to the terms and provisions of, the Award Agreement and the Incentive Plan, which are incorporated by reference herein. Capitalized terms used but not defined in this Award Notice have the meanings set forth in the Award Agreement or in the Incentive Plan.

Grant Date:	[GRANT DATE]
Target Number of Performance Share Units:	[NUMBER], subject to adjustment as provided under Section 4.4 of the Incentive Plan.
Performance Period:	The Performance Period for the Award is the three-year period beginning on the first day of Fiscal Year [YEAR] and ending on the last day of the Fiscal Year [YEAR].
Vesting Date:	[VESTING DATE]
Settlement Level:	Subject to the provisions of the Award Agreement and the Incentive Plan, as of the Vesting Date, a percentage of the target number of Performance Share Units will vest based on the Company's achievement of specified performance metrics for (i) Total Shareholder Return (TSR) (relative to the Consumer Staples Index), (ii) Cumulative Underlying Income (Loss) before Income Taxes and (iii) Cumulative NSR, in each case for the Performance Period, as provided under the Award Agreement.
Settlement Date:	Subject to the provisions of the Award Agreement and the Incentive Plan and provided that you remain an employee of the Company or an Affiliate through the Vesting Date, your Award will be settled in Shares, or in cash, or in a combination of Shares and cash, at the Committee's discretion, as soon as practicable after the Vesting Date, but in no event later than December 31st of the calendar year in which the Vesting Date occurs.
Effect of Termination of Employment:	In the event your employment is terminated prior to the Vesting Date: (i) due to your Retirement (as defined in the Award Agreement), your death, or your disability, a pro rata portion of your Performance Share Units will be settled on the Settlement Date applicable to the Performance Period, based on the Settlement Level at the end of the Performance Period; or (ii) for any other reason, your outstanding Performance Share Units with respect to which the Vesting Date has not occurred will be forfeited.

MOLSON COORS BEVERAGE COMPANY

You must accept this Award Notice and the Award Agreement by logging onto your account with [ ] and accepting this Award Notice and the Award Agreement. If you fail to do so, the Performance Share Unit Award

will be null and void. By accepting this Performance Share Unit Award, you agree to be bound by all of the provisions set forth in this Award Notice, the Award Agreement and the Incentive Plan.

Attachment:	[YEAR] Long-Term Incentive Performance Share Unit Award Agreement

Exhibit 10.1

[YEAR] LONG-TERM INCENTIVE PERFORMANCE SHARE UNIT AWARD AGREEMENT

UNDER THE AMENDED AND RESTATED

MOLSON COORS BEVERAGE COMPANY INCENTIVE COMPENSATION PLAN

The Company has granted to you a Performance Share Unit Award pursuant to the Incentive Plan. The Performance Share Unit Award is subject to the terms and provisions set forth in this [YEAR] Long-Term Incentive Performance Share Unit Award Agreement (this "***Agreement***"), the Award Notice that accompanies this Agreement, and the Incentive Plan. The decisions and interpretations of the Committee are binding, conclusive and final upon any questions arising under this Agreement, the Award Notice, or the Incentive Plan.

1. DEFINITIONS. Whenever the following terms are used in this Agreement, they shall have the meanings set forth below. Capitalized terms not otherwise defined in this Agreement shall have the same meanings as in the Incentive Plan.

1.1 "***Award Amount***" means the number of Performance Share Units, if any, payable with respect to the Performance Share Unit Award, as determined pursuant to Section 3.2 of this Agreement.

1.2 "***Award Notice***" means the [YEAR] Long-Term Incentive Performance Share Unit Award Notice that accompanies this Agreement.

1.3 "***Committee***" means the Compensation and Human Resources Committee of the Company's Board of Directors or a subcommittee thereof.

1.4 "***Cumulative Underlying Income (Loss) before Income Taxes***" means total Underlying Income (Loss) before Income Taxes for the Performance Period as set forth on Appendix A.

1.5 "***Cumulative NSR***" means total Net Sales Revenue for the Performance Period as set forth on Appendix A.

1.6 "***Employer***" means the Company and any Affiliate that employs you.

1.7 "***Final Award Percentage***" has the meaning assigned to such term in Section 3.2(b) of this Agreement.

1.8 "***Fiscal Year***" means the Company's fiscal year as set forth in the Company's Annual Report on Form 10-K for the relevant fiscal year.

1.9 "***Grant Date***" means the Grant Date set forth in the Award Notice.

1.10 "***Incentive Plan***" means the Amended and Restated Molson Coors Beverage Company Incentive Compensation Plan, as in effect from time to time.

1.11 "***Underlying Income (Loss) before Income Taxes***" means Income (loss) before income taxes as presented in our U.S. GAAP financial statements for each fiscal year, adjusted to exclude the impact of special items (as defined within the Company's Annual Report on Form 10-K) and other non-core items. Non-core items may include items such as integration related costs, unrealized mark-to-market gains and losses, and gains and losses on sales of non-operating assets, among other items.

1.12 "***Performance Level***" means the level of performance achieved by the Company during a measurement period (generally, the Performance Period) based on the Company's achievement of Cumulative Underlying Income (Loss) before Income Taxes, Cumulative NSR and Relative TSR as compared to the Target Cumulative Underlying Income (Loss) before Income Taxes Target Cumulative NSR and Target TSR, respectively, which is used to determine the percentage of Target Performance Share Units that will vest, as set forth in Section 3.2 of this Agreement.

1.13 "***Performance Share Unit Award***" means the opportunity to earn the Settlement Level of a specified number of Performance Share Units.

1.14 "***Performance Share Unit***" means an unfunded, unsecured right to receive a Share on the date(s) specified in this Agreement for each Performance Share Unit subject to the Performance Share Unit Award, subject to achievement of the relevant performance criteria as determined by the Committee in its sole discretion.

1.15 "***Performance Period***" means the period designated in the Award Notice.

1.16 "***Preliminary Award Percentage***" has the meaning assigned to it in Section 3.2(a) of this Agreement.

1.17 "***Retirement***" means a Separation from Service, other than for Cause as determined solely by the Company, occurring on or after you have both attained age 55 and completed five years of service with the Employer.

1.18 ***"Relative TSR"*** means the TSR Percentile for the Performance Period.

1.19 "***Separation from Service***" means a termination of employment that is a "separation from service" within the meaning of Section 409A of the Code and that is determined in a manner consistent with Section 18.3 and Article 23 of the Incentive Plan.

1.20 "***Settlement Level***" has the meaning set forth in the Award Notice.

1.21 "***Shares***" means shares of Class B common stock of the Company, $0.01 per value per share.

1.22 "***Target Cumulative Underlying Income (Loss) before Income Taxes***" means the target Cumulative Underlying Income (Loss) before Income Taxes for the Performance Period established by the Committee on or around the time it approves the grant of your Performance Share Unit Award and as set forth on Appendix A of this Agreement.

1.23 "***Target Cumulative NSR***" means the target Cumulative NSR for the Performance Period established by the Committee on or around the time it approves the grant of your Performance Share Unit Award and as set forth on Appendix A of this Agreement.

1.24 "***Target Performance Share Units***" means the target number of Performance Share Units set forth in the Award Notice.

1.25 "***Target TSR***" means a TSR Percentile at the 50th percentile.

1.26 "***Threshold Performance Target***" means the objective performance goal or goals established and approved by the Committee in writing for a Potential Section 16 Officer's Performance Share Unit Award for the Performance Period. The Threshold Performance Target shall be based on the criteria set forth in Section 11.1 of the Incentive Plan as set by the Committee.

1.27 "***Total Shareholder Return***" or "***TSR***" means a company's total shareholder return, calculated based on stock price appreciation during the Performance Period plus the value of dividends paid on such stock during the period (which shall be deemed to have been reinvested in the underlying company's stock effective the "ex-dividend" date based on the closing price for such company for purposes of measuring TSR).

1.28 "***TSR Percentile***" means the percentile rank of the TSR for the Shares during a specified period (generally the Performance Period) relative to the TSR for each of the companies in the Consumer Staples Index (the "***Index***") at the beginning and throughout such period; provided, however, that for purposes of measuring the TSR Percentile, (i) the Index shall be modified to include any company that ceases to be part of the Index but continues to be a publicly traded company as of the end of the Performance Period; (ii) the Index shall be modified to exclude any company that ceased to be publicly traded as of the end of the Performance Period; and (iii) the beginning and ending TSR values shall be calculated based on the average of the closing prices of the applicable company's stock on the composite tape for the 20 trading days prior to and including the beginning or ending date, as applicable, of the period.

1.29 "***Vesting Date***" means the vesting date set forth in the Award Notice.

2. GRANT OF PERFORMANCE SHARE UNIT AWARD.

The Company hereby grants to you the Target Performance Share Units, subject to the terms and provisions set forth in this Agreement, the Award Notice and the Incentive Plan, and subject to adjustment by the Committee as provided in Section 4.4 of the Incentive Plan. Performance Share Units do not constitute issued and outstanding Shares for any corporate purposes and do not confer on you any right to vote on matters that are submitted to a vote of holders of Shares.

3. VESTING; DETERMINATION OF PERFORMANCE LEVEL AND AWARD AMOUNT.

3.1 Threshold Vesting Requirement. Subject to Section 4.2(c) of this Agreement, vesting of the Performance Share Unit Award is subject the achievement of the Threshold Performance Target for the Performance Period and the certification of achievement of such Threshold Performance Target by the Committee. If the Threshold Performance Target for the Performance Share Unit Award is not satisfied, the entire Performance Share Unit Award will be canceled immediately.

3.2 Determination of Performance Level and Award Amount. The Performance Level achieved and the Award Amount shall be determined as follows and approved by the Committee following the conclusion of the Performance Period:

(a) *Determination of the Preliminary Award Percentage*. The "***Preliminary Award Percentage***" shall be the percentage of the Target Performance Share Unit Award attributable to the Company's percentage achievement of each of the Target Cumulative Underlying Income (Loss) before Income Taxes, Target Cumulative NSR and Target TSR metrics over the Performance Period, each as set forth on Appendix A attached to this Agreement. If the actual Cumulative Underlying Income (Loss) before Income Taxes, Cumulative NSR or Relative TSR results that are achieved fall between the levels specified in Appendix A, the Preliminary Award Percentage will be interpolated consistent with the range in which the actual result falls between the Threshold and Maximum Peformance Levels, as applicable, in accordance with the payout tables on Appendix A, as conclusively determined by the Committee.

(b) *Determination of Final Award Percentage*. The "***Final Award Percentage***" shall be determined by summing the weighted results of three Preliminary Award Percentages according to the weightings set forth on Appendix A; provided that, if TSR Percentile for the Performance Period is at or above the 25th percentile, but the Company's absolute TSR is negative during the Performance Period, payout on the Relative TSR metric will be capped at the payout for the Target TSR.

(c) *Determination of Award Amount*. Subject to Section 4.2(c) of this Agreement, the Award Amount will be determined as of the last day of the Performance Period. The "***Award Amount***" shall be an amount equal to the product of the Target Number of Performance Share Units, multiplied by the Final Award Percentage (rounded up to the nearest whole Share), provided that the Final Award Percentage shall not be greater than 200%. The Committee shall have the discretion to reduce, eliminate, or increase the Award Amount for any individual or group, to reflect individual performance, unanticipated factors, or such other factors as it deems appropriate.

4. SETTLEMENT OF PERFORMANCE SHARE UNIT AWARD.

4.1 If the Threshold Performance Target for the Performance Share Unit Award is satisfied and certified by the Committee, then, subject to the terms and provisions of this Agreement and the Incentive Plan, the Award Amount will be paid as follows:

(a) *Usual Timing.* If you are subject to U.S. federal income tax, the Award Amount will be paid by your Employer in Shares or in cash, or in a combination of Shares and cash, at the Committee's discretion, as soon as practicable after the Vesting Date, but in no event later than December 31st of the calendar year in which the Vesting Date occurs. In the event the Committee decides that all or a portion of the Award Amount is to be paid in cash, the Award Amount payable in cash will be an amount equal to the aggregate value of the Shares settled in cash, determined as of the close of business on the Vesting Date (or, if the Vesting Date is not a business day, the last day in which Shares were traded prior to the Vesting Date).

(b) *Change in Control*. Subject to Article 23 of the Incentive Plan, in the event a Change in Control occurs in accordance with Section 4.2(c) of this Agreement, the Award Amount for an outstanding Award will be payable by your Employer in publicly traded equity securities of the Company or its successor in the Change in Control or another entity that is affiliated with the Company or its successor following the Change in Control ("***Securities***") or in cash, or in a combination of Securities and cash, at the Committee's discretion, within ninety (90) days following the Vesting Date set forth in the Award Notice. In the event the Committee decides that all or a portion of the Award Amount is to be paid in cash, the Award Amount payable in cash will be an amount equal to the aggregate value of the Securities settled in cash, determined as of the close of business on the last day in the Performance Period (as determined in accordance with Section 4.2(c) of this Agreement) in which Securities were traded. Notwithstanding anything is this Agreement to the contrary, if your employment is terminated in connection with or during the period of two (2) years after a Change in Control, other than for Cause, the Award Amount will be payable as soon as practicable after the date of such termination of employment, but in no event later than December 31st of the calendar year in which such termination of employment occurs. Any existing deferrals or other restrictions not waived by the Committee in its sole discretion shall remain in effect.

(c) *Eligibility, Clawback.* To be eligible for payment of any Award Amount, you must (i) remain continuously employed by the Company or an Affiliate through the Vesting Date (except in the case of death, disability or Retirement as described below), and (ii) otherwise have complied with Company and Employer policies (including any applicable restrictive covenants), at all times prior to the actual payment of the Award Amount. The Company's Executive Incentive Compensation Clawback Policy applies to all Awards to executive officers and directors and may apply, at the discretion of the Committee, to other Award recipients, and you are encouraged to review the Policy. In addition, if the Committee determines within twelve (12) months following the date a Performance Share Unit Award is paid that you, prior to the date of payment of such Performance Share Unit Award, failed to comply with Company and Employer policies (including any applicable restrictive covenants), the Performance Share Unit Award may be subject to clawback in accordance with the Company's policies.

4.2 Termination of Employment Status and Other Events. Unless otherwise provided by the Committee,

(a) *Termination of Employment Status (other than by reason of death, disability or Retirement)*. If you initiate a termination of employment (other than in the event of Retirement or disability), or if the Employer initiates your termination of employment whether or not for Cause, in either case prior to the Vesting Date, then the Performance Share Unit Award will thereupon be forfeited and will be cancelled on the date that you cease to be an employee of the Company or an Affiliate.

(b) *Death, Disability or Retirement*. If you have a Separation from Service triggered by your death, disability (as determined in the discretion of the Committee) or Retirement prior to the Vesting Date, then the Award Amount will not be adjusted unless such Separation from Service occurs before the last day of the Performance Period, in which case the Award Amount for the Performance Share Unit Award will be adjusted by multiplying the Award Amount as of the last day of the Performance Period (as though you had remained employed) by a fraction, the numerator of which is the number of full months elapsed in the Performance Period prior to the Separation from Service, and the denominator of which is the total number of months in the Performance Period. The adjusted Award Amount will be paid at the same time as for other Performance Share Unit Awards for the Performance Period.

(c) *Change in Control*. The Performance Period will end on the effective date of a Change in Control with respect to your Employer. In that event the Award Amount will be determined by assuming that the Final Award Percentage for the Performance Period equals 100%.

5. MISCELLANEOUS.

5.1 Dividend Equivalents. During the period beginning on the Grant Date and ending on the date that Shares are issued in settlement of vested Performance Share Units, you will accrue dividend equivalents on Performance Share Units equal to any cash dividend or cash distribution that would have been paid on the Performance Share Unit had that Performance Share Unit been an issued and outstanding Share of Class B common stock of the Company on the record date for the dividend or distribution. Such accrued dividend equivalents (i) will vest and become payable upon the same terms and at the same time of settlement as the Performance Share Unit to which they relate, including any modification for Performance Level (and will be payable with respect to any Shares that are issued or that are withheld pursuant to Section 5.5 in order to satisfy your tax withholding obligations), (ii) will be denominated and payable solely in cash and paid in such manner as the Company deems appropriate, and (iii) will not bear or accrue interest. Dividend equivalent payments, at settlement, will be net of applicable federal, state, local taxes, domestic or foreign income withholding taxes as provided in Section 5.5. Upon the forfeiture of the Performance Share Units, any accrued dividend equivalents attributable to such Performance Share Units will also be forfeited.

5.2 No Rights as a Stockholder. Unless otherwise provided in Section 4.4 of the Incentive Plan, you shall not have any of the rights or privileges of a stockholder of the Company with respect to the Performance Share Units or underlying Shares unless and until such Performance Share Units vest and Shares have been delivered to you upon settlement of the Performance Share Units.

5.3 Performance Share Unit Awards Not Transferable. The Performance Share Unit Award may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, otherwise than by will or by the laws of descent and distribution. Any attempted assignment or transfer shall be null and void and shall extinguish, in the Committee's sole discretion, the Employer's obligation to pay any portion of your Performance Share Unit Award.

5.4 Beneficiary Designation. In the event of your death prior to the payment of any Performance Share Unit Award to which you are otherwise entitled, payment shall be made to yours then-effective beneficiary or beneficiaries under the Employer-paid group term life insurance arrangement, unless you are a resident of Quebec, Canada. In that case, any beneficiary designation or revocation of such beneficiary designation made by you must be made through a will, a copy of which should be filed with the Committee.

5.5 Withholding Taxes. Your Employer shall have the power and right to deduct or withhold, or require you to remit to your Employer, the minimum statutory amount to satisfy federal, state, and local taxes, domestic or foreign, required by law, or regulation to be withheld with respect to any payments under this Agreement. To satisfy any such payment obligation with respect to the issuance or delivery of Shares in settlement of any Performance Share Unit Award, you agree that the Company shall have the right to withhold a number of whole Shares otherwise deliverable to you in settlement of the Performance Share Unit Award having a Fair Market Value (as defined in the Incentive Plan), as of the date on which the tax withholding obligations arise, not in excess of the amount of such tax withholding obligations determined by the applicable minimum statutory withholding rates. Alternatively, the Company may require you, through payroll withholding, cash payment or otherwise, to make adequate provision for, the federal, state, local and foreign taxes, if any, required by law to be withheld by the Company or any Affiliate with respect to the Performance Share Unit Award.

5.6 Personal Information. You agree that the Company and its suppliers or vendors may collect, use and disclose your personal information for the purposes of the implementation, management, administration and termination of the Performance Share Unit Award and the Incentive Plan.

5.7 Employment. Neither the Performance Share Unit Award nor its operation shall in any way affect the rights and power of the Company or any Affiliate to dismiss or discharge you. The grant of a Performance Share Unit Award shall not entitle you to receive any subsequent Performance Share Unit Awards.

5.8 Amendment. The Committee may amend, alter, modify, suspend or terminate the Award Notice or this Agreement at any time and from time to time, in whole or in part. Termination of this Agreement shall be subject to the consideration of the effects thereof under Section 409A of the Code.

5.9 Binding Effect. This Agreement shall inure to the benefit of the successors and assigns of the Company and any other Employer and, subject to the restrictions on transfer set forth herein, be binding upon you and your heirs, beneficiaries, executors, legal representatives, successors and assigns.

5.10 Integrated Agreement. The Award Notice, this Agreement, and the Incentive Plan constitute the entire understanding and agreement between you and the Company (and any other Employer, as applicable) with respect to the subject matter contained herein or therein and supersedes any prior agreements, understandings, restrictions, representations, or warranties between you and the Company (and any other Employer, as applicable) with respect to such subject matter other than those as set forth or provided for herein or therein.

5.11 Governing Law. The Award Notice and this Agreement shall be governed by the laws of the State of Wisconsin, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of the Award Notice and this Agreement to the substantive law of another jurisdiction. You agree to submit to the exclusive jurisdiction and venue of the federal or state courts of Colorado, to resolve any and all issues that may arise out of or relate to the Incentive Plan, the Award Notice or this Agreement.

5.12 Construction. Captions and titles contained in this Agreement are for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement. Except when the context indicates otherwise, the singular shall include the plural and the plural shall include the singular. Use of the term “or” is not intended to be exclusive, unless the context clearly requires otherwise.

5.13 Conformity. This Agreement is intended to conform in all respects with, and is subject to all applicable provisions of, the Incentive Plan. Any conflict between the terms of the Award Notice, this Agreement, and the Incentive Plan shall be resolved in accordance with the terms of the Incentive Plan. Any conflict between the terms of the Award Notice and this Agreement shall be resolved in accordance with the terms of this Agreement. In the event of any conflict between the information provided on any intranet site or internet website or in the prospectus for the Plan and the Award Notice, this Agreement, or the Incentive Plan, the Award Notice, Agreement or the Incentive Plan, as applicable, shall govern as provided above.

5.14 Section 409A. Notwithstanding anything to the contrary in this Agreement, any Performance Share Unit Award or portion thereof that is or becomes a 409A Award shall be subject to the provisions of Article 23 under the Incentive Plan.

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Exhibit 10.1

APPENDIX A

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Exhibit 10.2

MOLSON COORS BEVERAGE COMPANY

EMPLOYEE RESTRICTED STOCK UNIT AWARD NOTICE

This Award Notice evidences the award (the "***Award***") of restricted stock units (each, an "***RSU***" or collectively, the "***RSUs***") that have been granted to, [NAME], by Molson Coors Beverage Company, a Delaware corporation (the "***Company***"), subject to your acceptance of the terms of this Award Notice, the [YEAR] Restricted Stock Unit Agreement, which is attached hereto (the "***Agreement***") and the Amended and Restated Molson Coors Beverage Company Incentive Compensation Plan (the "***Plan")***. When vested, each RSU entitles you to receive one share of Class B common stock of the Company, par value $0.01 per share (the "***Shares***"). The RSUs are granted pursuant to the terms of the Plan.

This Award Notice constitutes part of, and is subject to the terms and provisions of, the Agreement and the Plan, which are incorporated by reference herein. Capitalized terms used but not defined in this Award Notice shall have the meanings set forth in the Agreement or in the Plan.

Grant Date: [Grant Date]

Number of RSUs: [Number] RSUs, subject to adjustment as provided under Section 4.4 of the Plan.

Vesting Schedule: Subject to the provisions of the Agreement and the Plan and provided that you remain continuously employed by the Company and/or an Affiliate through the respective vesting dates set forth below, the RSUs shall vest as follows:

Vesting Date	Vested Percentage of RSUs
[]	[]%
[]	[]%
[]	[]%

Except for termination of directorship due to Retirement (defined in the Agreement), death or disability, any unvested portion of the Award will be forfeited and/or cancelled on the date you cease to be a director of the Company.

Settlement Date: Each vested RSU will be settled in Shares as soon as practicable following vesting but in no event later than December 31st of the calendar year in which the Vesting Date occurs.

Effect of Termination of Employment: To the extent not already vested or previously forfeited, a portion of the unvested RSUs will vest based on the ratio of the number of full months of employment completed during the period from the Grant Date to the date of your death, disability or Retirement divided by the total number of months remaining until the Award would have been fully vested. Notwithstanding the provisions of the first sentence of this paragraph or any other agreement between you and the Company to the contrary, in the event your employment is terminated prior to the Vesting Date due to your Retirement, the Award will continue to vest in accordance with its terms so long as the following conditions are satisfied: (a) you work with the Company's Board of Directors (the "***Board***") in good faith to arrive at a mutually agreeable time period for giving the Board prior notice of your intention to retire and a mutually agreeable transition plan for your Retirement; (b) you enter into an extended Confidentiality and Noncompete Agreement on or before your Retirement date; and (c) you continue to comply with the terms and conditions of such Confidentiality and Noncompete Agreement through the Settlement Date of the Award. If such conditions are not satisfied, the provisions of the first sentence of this paragraph will govern. For the avoidance of doubt, if you breach the terms and conditions of the Confidentiality and Noncompete Agreement, the reversion to the first sentence of this paragraph will occur as of the date the Board first notifies you of its determination that such a breach has occurred.

Exhibit 10.2

MOLSON COORS BEVERAGE COMPANY

You must accept this Award Notice and the Agreement by logging onto your account with [ ] and accepting this Award Notice and the Agreement. If you fail to do so, the RSUs will be null and void. By accepting the RSUs granted to you in the Award, you agree to be bound by all of the provisions set forth in this Award Notice, the Agreement, and the Plan.

Attachment:	[YEAR] Restricted Stock Unit Agreement

Exhibit 10.2

[YEAR] RESTRICTED STOCK UNIT AGREEMENT

UNDER THE AMENDED AND RESTATED

MOLSON COORS BEVERAGE COMPANY INCENTIVE COMPENSATION PLAN

Molson Coors Beverage Company (the "***Company***") has granted to you an Award consisting of restricted stock units, subject to the terms and conditions set forth herein and in the Employee Restricted Stock Unit Award Notice (the "***Award Notice***"). The Award has been granted to you pursuant to the Amended and Restated Molson Coors Beverage Company Incentive Compensation Plan (the "***Plan***"). The decisions and interpretations of the Committee are binding, conclusive and final upon any questions arising under the Award Notice, this [YEAR] Restricted Stock Unit Agreement (the "***Agreement***") or the Plan. Unless otherwise defined herein or in the Award Notice, capitalized terms shall have the meanings assigned to such terms in the Plan.

1. **Grant of RSUs**. On the Grant Date, you were awarded the number of RSUs set forth in the Award Notice.

2. **Vesting of RSUs.** The RSUs shall become vested and nonforfeitable in accordance with the Vesting Schedule set forth in the Award Notice. Vesting may be accelerated as described in the Award Notice. For purposes of the Award Notice and this Agreement, "***Retirement***" means termination of employment, other than for Cause, after attainment of age 55 and at least five years of continuous service with the Company or affiliate.

3. **Termination of Employment**. Except for termination of employment due to Retirement, death or disability, any unvested portion of the Award will be forfeited and/or cancelled on the date you cease to be an employee of the Company or an Affiliate.

4. **Settlement of RSU**. Each RSU, at the discretion of the Committee, will be settled in shares as soon as practicable after the Vesting Date but in no event later than December 31st of the calendar year in which the Vesting Date occurs.

5. **Dividend Equivalents**. During the period beginning on the Grant Date and ending on the date that Shares are issued in settlement of vested RSUs, you will accrue dividend equivalents on RSUs equal to any cash dividend or cash distribution that would have been paid on the RSU had that RSU been an issued and outstanding Share of Class B common stock of the Company on the record date for the dividend or distribution. Such accrued dividend equivalents (i) will vest and become payable upon the same terms and at the same time of settlement as the RSU to which they relate (and will be payable with respect to any Shares that are issued or that are withheld pursuant to Section 6 in order to satisfy your tax withholding obligations), (ii) will be denominated and payable solely in cash and paid in such manner as the Company deems appropriate, and (iii) will not bear or accrue interest. Dividend equivalent payments, at settlement, will be net of applicable federal, state, local or foreign withholding taxes as provided in Section 6. Upon the forfeiture of the RSUs, any accrued dividend equivalents attributable to such RSUs will also be forfeited.

6. **Withholding Taxes**. You agree to make appropriate arrangements with the Company or an Affiliate for satisfaction of any applicable federal, state, local or foreign tax withholding requirements or like requirements with respect to the issuance or delivery of Shares in settlement or any RSU no later than the date on which such withholding is required under applicable law. To

satisfy such payment obligation, you agree the Company or an Affiliate shall have the right to withhold a number of whole Shares otherwise deliverable to you in settlement of the RSUs having a Fair Market Value (defined in the Plan), as of the date on which the tax withholding obligations arise, not in excess of the amount of such tax withholding obligations determined by the applicable minimum statutory withholding rates; alternatively, the Company may require you, through payroll withholding, cash payment or otherwise, to make adequate provision for, the federal, state, local and foreign taxes, if any, required by law to be withheld by the Company or any Affiliate with respect to the RSUs.

7. **No Rights as a Stockholder**. Unless otherwise provided in Section 4.4 of the Incentive Plan, you shall not have any of the rights or privileges of a stockholder with respect to the RSUs or the underlying Shares unless and until such RSUs vest and Shares have been delivered to you upon settlement of the RSUs.

8. **Non-Guarantee of Employment Relationship or Future Awards**. Nothing in the Plan, the Award Notice or this Agreement will alter your at-will or other employment status with the Company or an Affiliate, nor be construed as a contract of employment between you and the Company or an Affiliate, or as a contractual right for you to continue in the employ of the Company or an Affiliate for any period of time, or as a limitation of the right of the Company or an Affiliate to discharge you at any time with or without cause or notice and whether or not such discharge results in the forfeiture of any of your RSUs, or as a right to any future Awards.

9. **Non-transferability of RSUs**. No RSUs granted under the Plan may be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, otherwise than by will or by the laws of descent and distribution.

10. **Personal Information**. You agree the Company and its suppliers or vendors may collect, use and disclose your personal information for the purposes of the implementation, management, administration and termination of the Plan.

11. **Amendment**. The Committee may amend, alter, modify, suspend or terminate the Award Notice or this Agreement at any time and from time to time, in whole or in part; provided, however, no amendment, alteration, modification, suspension or termination of the Award Notice or Agreement shall adversely affect in any material way the Award Notice or this Agreement, without your written consent, except to the extent such amendment, alteration, modification, suspension or termination is reasonably determined by the Committee in its sole discretion to be necessary to comply with applicable laws, rules, regulations, or is necessary for such approvals by any governmental agencies or national securities exchanges as may be required.

12. **Binding Effect**. This Agreement shall inure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer set forth herein, be binding upon you and your heirs, beneficiaries, executors, legal representatives, successors and assigns.

13. **Integrated Agreement**. The Award Notice, this Agreement and the Plan constitute the entire understanding and agreement between you and the Company with respect to the subject matter contained herein or therein and supersedes any prior agreements, understandings, restrictions, representations, or warranties between you and the Company with respect to such subject matter other than those as set forth or provided for herein or therein.

14. **Governing Law**. The Award Notice and this Agreement shall be governed by the laws of the State of Wisconsin, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of the Award Notice and this Agreement to the substantive law

of another jurisdiction. You agree to submit to the exclusive jurisdiction and venue of the federal or state courts of Colorado, to resolve any and all issues that may arise out of or relate to the Plan or any related Award Notice or Agreement.

15. **Construction**. Captions and titles contained in this Agreement are for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term “or” is not intended to be exclusive, unless the context clearly requires otherwise.

16. **Beneficiary Designation**. In the event of your death prior to the payment of RSUs to which you are otherwise entitled, payment shall be made to your then-effective beneficiary or beneficiaries under the Employer-paid group term life insurance arrangement, unless you are a resident of Quebec, Canada. In that case, any beneficiary designation or revocation of such beneficiary designation made by you must be through a will, a copy of which should be filed with the Committee.

17. **Conformity**. This Agreement is intended to conform in all respects with, and is subject to all applicable provisions of, the Plan. Any conflict between the terms of the Award Notice, this Agreement and the Plan shall be resolved in accordance with the terms of the Plan. In the event of any ambiguity in the Award Notice or this Agreement or any matters as to which the Award Notice and this Agreement are silent, the Plan shall govern. Any conflict between the terms of the Award Notice and the Agreement shall be resolved in accordance with the terms of the Agreement. In the event of any conflict between the information provided on any intranet site or internet website or in the prospectus for the Plan and the Award Notice, the Agreement or the Plan, the Award Notice, Agreement or the Plan, as applicable, shall govern as provided above.

* * * * *

MOLSON COORS BEVERAGE COMPANY

[YEAR] LONG-TERM INCENTIVE PERFORMANCE SHARE UNIT NOTICE

This [YEAR] Long-Term Incentive Performance Share Unit Award Notice (this "***Award Notice***") evidences the award (the "***Award***") of long-term incentive performance share units ("***Performance Share Units***") that have been granted to, [NAME], by Molson Coors Beverage Company, a Delaware corporation (the "***Company***"), subject to your acceptance of the terms of this Award Notice and the [YEAR] Long-Term Incentive Performance Share Unit Award Agreement that is attached to this Award Notice (the "***Award Agreement***"). Each Performance Share Unit represents your right to receive one share of Class B common stock of the Company, par value $0.01 per share (each, a "***Share***") on the date(s) specified in this Award Notice and the Award Agreement for each Performance Share Unit subject to the Award, subject to achievement of the relevant performance criteria as determined at the end of the applicable Performance Period. The Award is granted pursuant to the terms of the Amended and Restated Molson Coors Beverage Company Incentive Compensation Plan (the "***Incentive Plan")***. Performance Share Units are intended to constitute Performance Shares for purposes of the Incentive Plan.

This Award Notice constitutes part of, and is subject to the terms and provisions of, the Award Agreement and the Incentive Plan, which are incorporated by reference herein. Capitalized terms used but not defined in this Award Notice have the meanings set forth in the Award Agreement or in the Incentive Plan.

Exhibit 10.3

Grant Date:	[GRANT DATE]
Target Number of Performance Share Units:	[NUMBER], subject to adjustment as provided under Section 4.4 of the Incentive Plan.
Performance Period:	The Performance Period for the Award is the three-year period beginning on the first day of Fiscal Year [YEAR] and ending on the last day of the Fiscal Year [YEAR].
Vesting Date:	[VESTING DATE]
Settlement Level:	Subject to the provisions of the Award Agreement and the Incentive Plan, as of the Vesting Date, a percentage of the target number of Performance Share Units will vest based on the Company's achievement of specified performance metrics for (i) Total Shareholder Return (TSR) (relative to the Consumer Staples Index), (ii) Cumulative Underlying Income (Loss) before Income Taxes and (iii) Cumulative NSR, in each case for the Performance Period, as provided under the Award Agreement.
Settlement Date:	Subject to the provisions of the Award Agreement and the Incentive Plan and provided that you remain an employee of the Company or an Affiliate through the Vesting Date, your Award will be settled in Shares, or in cash, or in a combination of Shares and cash, at the Committee's discretion, as soon as practicable after the Vesting Date, but in no event later than December 31st of the calendar year in which the Vesting Date occurs.
Effect of Termination of Employment:	In the event your employment is terminated prior to the Vesting Date: (i) due to your Retirement (as defined in the Award Agreement), your death, or your disability, a pro rata portion of your Performance Share Units will be settled on the Settlement Date applicable to the Performance Period, based on the Settlement Level at the end of the Performance Period; or (ii) for any other reason, your outstanding Performance Share Units with respect to which the Vesting Date has not occurred will be forfeited. Notwithstanding the provisions of clause (i) in the immediately preceding sentence or any other agreement between you and the Company to the contrary, in the event your employment is terminated prior to the Vesting Date due to your Retirement, the Award will continue to vest in accordance with its terms through the end of the Performance Period (and, subject to the provisions of the Award Agreement and the Incentive Plan, will be settled on the Settlement Date applicable to the Performance Period based on the Settlement Level at the end of the Performance Period) if and so long as the following conditions are satisfied: (a) you work with the Company's Board of Directors (the "***Board***") in good faith to arrive at a mutually agreeable time period for giving the Board prior notice of your intention to retire and a mutually agreeable transition plan for your Retirement; (b) you enter into an extended Confidentiality and Noncompete Agreement on or before your Retirement date; and (c) you continue to comply with the terms and conditions of such Confidentiality and Noncompete Agreement through the Settlement Date of the Award. If such conditions are not satisfied, the provisions of clause (i) of the first sentence of this paragraph will govern. For the avoidance of doubt, if you breach the terms and conditions of the Confidentiality and Noncompete Agreement, the reversion to clause (i) of the first sentence of this paragraph will occur as of the date the Board first notifies you of its determination that such a breach has occurred.

Exhibit 10.3

MOLSON COORS BEVERAGE COMPANY

You must accept this Award Notice and the Award Agreement by logging onto your account with [ ] and accepting this Award Notice and the Award Agreement. If you fail to do so, the Performance Share Unit Award will be null and void. By accepting this Performance Share Unit Award, you agree to be bound by all of the provisions set forth in this Award Notice, the Award Agreement and the Incentive Plan.

Attachment:	[YEAR] Long-Term Incentive Performance Share Unit Award Agreement

Exhibit 10.3

[YEAR] LONG-TERM INCENTIVE PERFORMANCE SHARE UNIT AWARD AGREEMENT

UNDER THE AMENDED AND RESTATED

MOLSON COORS BEVERAGE COMPANY INCENTIVE COMPENSATION PLAN

The Company has granted to you a Performance Share Unit Award pursuant to the Incentive Plan. The Performance Share Unit Award is subject to the terms and provisions set forth in this [YEAR] Long-Term Incentive Performance Share Unit Award Agreement (this "***Agreement***"), the Award Notice that accompanies this Agreement, and the Incentive Plan. The decisions and interpretations of the Committee are binding, conclusive and final upon any questions arising under this Agreement, the Award Notice, or the Incentive Plan.

1. DEFINITIONS. Whenever the following terms are used in this Agreement, they shall have the meanings set forth below. Capitalized terms not otherwise defined in this Agreement shall have the same meanings as in the Incentive Plan.

1.1 "***Award Amount***" means the number of Performance Share Units, if any, payable with respect to the Performance Share Unit Award, as determined pursuant to Section 3.2 of this Agreement.

1.2 "***Award Notice***" means the [YEAR] Long-Term Incentive Performance Share Unit Award Notice that accompanies this Agreement.

1.3 "***Committee***" means the Compensation and Human Resources Committee of the Company's Board of Directors or a subcommittee thereof.

1.4 "***Cumulative Underlying Income (Loss) before Income Taxes***" means total Underlying Income (Loss) before Income Taxes for the Performance Period as set forth on Appendix A.

1.5 "***Cumulative NSR***" means total Net Sales Revenue for the Performance Period as set forth on Appendix A.

1.6 "***Employer***" means the Company and any Affiliate that employs you.

1.7 "***Final Award Percentage***" has the meaning assigned to such term in Section 3.2(b) of this Agreement.

1.8 "***Fiscal Year***" means the Company's fiscal year as set forth in the Company's Annual Report on Form 10-K for the relevant fiscal year.

1.9 "***Grant Date***" means the Grant Date set forth in the Award Notice.

1.10 "***Incentive Plan***" means the Amended and Restated Molson Coors Beverage Company Incentive Compensation Plan, as in effect from time to time.

1.11 "***Underlying Income (Loss) before Income Taxes***" means Income (loss) before income taxes as presented in our U.S. GAAP financial statements for each fiscal year, adjusted to exclude the impact of special items (as defined within the Company's Annual Report on Form 10-K) and other non-core items. Non-core items may include items such as integration related costs, unrealized mark-to-market gains and losses, and gains and losses on sales of non-operating assets, among other items.

1.12 "***Performance Level***" means the level of performance achieved by the Company during a measurement period (generally, the Performance Period) based on the Company's achievement of Cumulative Underlying Income (Loss) before Income Taxes, Cumulative NSR and Relative TSR as compared to the Target Cumulative Underlying Income (Loss) before Income Taxes Target Cumulative NSR and Target TSR, respectively, which is used to determine the percentage of Target Performance Share Units that will vest, as set forth in Section 3.2 of this Agreement.

1.13 ***"Performance Share Unit Award"*** means the opportunity to earn the Settlement Level of a specified number of Performance Share Units.

1.14 "***Performance Share Unit***" means an unfunded, unsecured right to receive a Share on the date(s) specified in this Agreement for each Performance Share Unit subject to the Performance Share Unit Award, subject to achievement of the relevant performance criteria as determined by the Committee in its sole discretion.

1.15 "***Performance Period***" means the period designated in the Award Notice.

1.16 "***Preliminary Award Percentage***" has the meaning assigned to it in Section 3.2(a) of this Agreement.

1.17 "***Retirement***" means a Separation from Service, other than for Cause as determined solely by the Company, occurring on or after you have both attained age 55 and completed five years of service with the Employer.

1.18 *"**Relative TSR**"* means the TSR Percentile for the Performance Period.

1.19 "***Separation from Service***" means a termination of employment that is a "separation from service" within the meaning of Section 409A of the Code and that is determined in a manner consistent with Section 18.3 and Article 23 of the Incentive Plan.

1.20 "***Settlement Level***" has the meaning set forth in the Award Notice.

1.21 "***Shares***" means shares of Class B common stock of the Company, $0.01 per value per share.

1.22 "***Target Cumulative Underlying Income (Loss) before Income Taxes***" means the target Cumulative Underlying Income (Loss) before Income Taxes for the Performance Period established by the Committee on or around the time it approves the grant of your Performance Share Unit Award and as set forth on Appendix A of this Agreement.

1.23 "***Target Cumulative NSR***" means the target Cumulative NSR for the Performance Period established by the Committee on or around the time it approves the grant of your Performance Share Unit Award and as set forth on Appendix A of this Agreement.

1.24 "***Target Performance Share Units***" means the target number of Performance Share Units set forth in the Award Notice.

1.25 "***Target TSR***" means a TSR Percentile at the 50th percentile.

1.26 "***Threshold Performance Target***" means the objective performance goal or goals established and approved by the Committee in writing for a Potential Section 16 Officer's Performance Share Unit Award for the Performance Period. The Threshold Performance Target shall be based on the criteria set forth in Section 11.1 of the Incentive Plan as set by the Committee.

1.27 "***Total Shareholder Return***" or "***TSR***" means a company's total shareholder return, calculated based on stock price appreciation during the Performance Period plus the value of dividends paid on such stock during the period (which shall be deemed to have been reinvested in the underlying company's stock effective the "ex-dividend" date based on the closing price for such company for purposes of measuring TSR).

1.28 "***TSR Percentile***" means the percentile rank of the TSR for the Shares during a specified period (generally the Performance Period) relative to the TSR for each of the companies in the Consumer Staples Index (the "***Index***") at the beginning and throughout such period; provided, however, that for purposes of measuring the TSR Percentile, (i) the Index shall be modified to include any company that ceases to be part of the Index but continues to be a publicly traded company as of the end of the Performance Period; (ii) the Index shall be modified to exclude any company that ceased to be publicly traded as of the end of the Performance Period; and (iii) the beginning and ending TSR values shall be calculated based on the average of the closing prices of the applicable company's stock on the composite tape for the 20 trading days prior to and including the beginning or ending date, as applicable, of the period.

1.29 "***Vesting Date***" means the vesting date set forth in the Award Notice.

2. GRANT OF PERFORMANCE SHARE UNIT AWARD.

The Company hereby grants to you the Target Performance Share Units, subject to the terms and provisions set forth in this Agreement, the Award Notice and the Incentive Plan, and subject to adjustment by the Committee as provided in Section 4.4 of the Incentive Plan. Performance Share Units do not constitute issued and outstanding Shares for any corporate purposes and do not confer on you any right to vote on matters that are submitted to a vote of holders of Shares.

3. VESTING; DETERMINATION OF PERFORMANCE LEVEL AND AWARD AMOUNT.

3.1 Threshold Vesting Requirement. Subject to Section 4.2(c) of this Agreement, vesting of the Performance Share Unit Award is subject the achievement of the Threshold Performance Target for the Performance Period and the certification of achievement of such Threshold Performance Target by the Committee. If the Threshold Performance Target for the Performance Share Unit Award is not satisfied, the entire Performance Share Unit Award will be canceled immediately.

3.2 Determination of Performance Level and Award Amount. The Performance Level achieved and the Award Amount shall be determined as follows and approved by the Committee following the conclusion of the Performance Period:

(a) *Determination of the Preliminary Award Percentage*. The "***Preliminary Award Percentage***" shall be the percentage of the Target Performance Share Unit Award attributable to the Company's percentage achievement of each of the Target Cumulative Underlying Income (Loss) before Income Taxes, Target Cumulative NSR and Target TSR metrics over the Performance Period, each as set forth on Appendix A attached to this Agreement. If the actual Cumulative Underlying Income (Loss) before Income Taxes, Cumulative NSR or Relative TSR results that are achieved fall between the levels specified in Appendix A, the Preliminary Award Percentage will be interpolated consistent with the range in which the actual result falls between the Threshold and Maximum Peformance Levels, as applicable, in accordance with the payout tables on Appendix A, as conclusively determined by the Committee.

(b) *Determination of Final Award Percentage*. The "***Final Award Percentage***" shall be determined by summing the weighted results of three Preliminary Award Percentages according to the weightings set forth on Appendix A; provided that, if TSR Percentile for the Performance Period is at or above the 25th percentile, but the Company's absolute TSR is negative during the Performance Period, payout on the Relative TSR metric will be capped at the payout for the Target TSR.

(c) *Determination of Award Amount*. Subject to Section 4.2(c) of this Agreement, the Award Amount will be determined as of the last day of the Performance Period. The "***Award Amount***" shall be an amount equal to the product of the Target Number of Performance Share Units, multiplied by the Final Award Percentage (rounded up to the nearest whole Share), provided that the Final Award Percentage shall not be greater than 200%. The Committee shall have the discretion to reduce, eliminate, or increase the Award Amount for any individual or group, to reflect individual performance, unanticipated factors, or such other factors as it deems appropriate.

4. SETTLEMENT OF PERFORMANCE SHARE UNIT AWARD.

4.1 If the Threshold Performance Target for the Performance Share Unit Award is satisfied and certified by the Committee, then, subject to the terms and provisions of this Agreement and the Incentive Plan, the Award Amount will be paid as follows:

(a) *Usual Timing.* If you are subject to U.S. federal income tax, the Award Amount will be paid by your Employer in Shares or in cash, or in a combination of Shares and cash, at the Committee's discretion, as soon as practicable after the Vesting Date, but in no event later than December 31st of the calendar year in which the Vesting Date occurs. In the event the Committee decides that all or a portion of the Award Amount is to be paid in cash, the Award Amount payable in cash will be an amount equal to the aggregate value of the Shares settled in cash, determined as of the close of business on the Vesting Date (or, if the Vesting Date is not a business day, the last day in which Shares were traded prior to the Vesting Date).

(b) *Change in Control*. Subject to Article 23 of the Incentive Plan, in the event a Change in Control occurs in accordance with Section 4.2(c) of this Agreement, the Award Amount for an outstanding Award will be payable by your Employer in publicly traded equity securities of the Company or its successor in the Change in Control or another entity that is affiliated with the Company or its successor following the Change in Control ("***Securities***") or in cash, or in a combination of Securities and cash, at the Committee's discretion, within ninety (90) days following the Vesting Date set forth in the Award Notice. In the event the Committee decides that all or a portion of the Award Amount is to be paid in cash, the Award Amount payable in cash will be an amount equal to the aggregate value of the Securities settled in cash, determined as of the close of business on the last day in the Performance Period (as determined in accordance with Section 4.2(c) of this Agreement) in which Securities were traded. Notwithstanding anything is this Agreement to the contrary, if your employment is terminated in connection with or during the period of two (2) years after a Change in Control, other than for Cause, the Award Amount will be payable as soon as practicable after the date of such termination of employment, but in no event later than December 31st of the calendar year in which such termination of employment occurs. Any existing deferrals or other restrictions not waived by the Committee in its sole discretion shall remain in effect.

(c) *Eligibility, Clawback.* To be eligible for payment of any Award Amount, you must (i) remain continuously employed by the Company or an Affiliate through the Vesting Date (except in the case of death, disability or Retirement as described below), and (ii) otherwise have complied with Company and Employer policies (including any applicable restrictive covenants), at all times prior to the actual payment of the Award Amount. The Company's Executive Incentive Compensation Clawback Policy applies to all Awards to executive officers and directors and may apply, at the discretion of the Committee, to other Award recipients, and you are encouraged to review the Policy. In addition, if the Committee determines within twelve (12) months following the date a Performance Share Unit Award is paid that you, prior to the date of payment of such Performance Share Unit Award, failed to comply with Company and Employer policies (including any applicable restrictive covenants), the Performance Share Unit Award may be subject to clawback in accordance with the Company's policies.

4.2 Termination of Employment Status and Other Events. Unless otherwise provided by the Committee,

(a) *Termination of Employment Status (other than by reason of death, disability or Retirement)*. If you initiate a termination of employment (other than in the event of Retirement or disability), or if the Employer initiates your termination of employment whether or not for Cause, in either case prior to the Vesting Date, then the Performance Share Unit Award will thereupon be forfeited and will be cancelled on the date that you cease to be an employee of the Company or an Affiliate.

(b) *Death, Disability or Retirement*. If you have a Separation from Service triggered by your death, disability (as determined in the discretion of the Committee) or Retirement prior to the Vesting Date, then the Award Amount will not be adjusted unless such Separation from Service occurs before the last day of the Performance Period, in which case the Award Amount for the Performance Share Unit Award will be adjusted by multiplying the Award Amount as of the last day of the Performance Period (as though you had remained employed) by a fraction, the numerator of which is the number of full months elapsed in the Performance Period prior to the Separation from Service, and the denominator of which is the total number of months in the Performance Period. The adjusted Award Amount will be paid at the same time as for other Performance Share Unit Awards for the Performance Period.

(c) *Change in Control*. The Performance Period will end on the effective date of a Change in Control with respect to your Employer. In that event the Award Amount will be determined by assuming that the Final Award Percentage for the Performance Period equals 100%.

5. MISCELLANEOUS.

5.1 Dividend Equivalents. During the period beginning on the Grant Date and ending on the date that Shares are issued in settlement of vested Performance Share Units, you will accrue dividend equivalents on Performance Share Units equal to any cash dividend or cash distribution that would have been paid on the Performance Share Unit had that Performance Share Unit been an issued and outstanding Share of Class B common stock of the Company on the record date for the dividend or distribution. Such accrued dividend equivalents (i) will vest and become payable upon the same terms and at the same time of settlement as the Performance Share Unit to which they relate, including any modification for Performance Level (and will be payable with respect to any Shares that are issued or that are withheld pursuant to Section 5.5 in order to satisfy your tax withholding obligations), (ii) will be denominated and payable solely in cash and paid in such manner as the Company deems appropriate, and (iii) will not bear or accrue interest. Dividend equivalent payments, at settlement, will be net of applicable federal, state, local taxes, domestic or foreign income withholding taxes as provided in Section 5.5. Upon the forfeiture of the Performance Share Units, any accrued dividend equivalents attributable to such Performance Share Units will also be forfeited.

5.2 No Rights as a Stockholder. Unless otherwise provided in Section 4.4 of the Incentive Plan, you shall not have any of the rights or privileges of a stockholder of the Company with respect to the Performance Share Units or underlying Shares unless and until such Performance Share Units vest and Shares have been delivered to you upon settlement of the Performance Share Units.

5.3 Performance Share Unit Awards Not Transferable. The Performance Share Unit Award may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, otherwise than by will or by the laws of descent and distribution. Any attempted assignment or transfer shall be null and void and shall extinguish, in the Committee's sole discretion, the Employer's obligation to pay any portion of your Performance Share Unit Award.

5.4 Beneficiary Designation. In the event of your death prior to the payment of any Performance Share Unit Award to which you are otherwise entitled, payment shall be made to yours then-effective beneficiary or beneficiaries under the Employer-paid group term life insurance arrangement, unless you are a resident of Quebec, Canada. In that case, any beneficiary designation or revocation of such beneficiary designation made by you must be made through a will, a copy of which should be filed with the Committee.

5.5 Withholding Taxes. Your Employer shall have the power and right to deduct or withhold, or require you to remit to your Employer, the minimum statutory amount to satisfy federal, state, and local taxes, domestic or foreign, required by law, or regulation to be withheld with respect to any payments under this Agreement. To satisfy any such payment obligation with respect to the issuance or delivery of Shares in settlement of any Performance Share Unit Award, you agree that the Company shall have the right to withhold a number of whole Shares otherwise deliverable to you in settlement of the Performance Share Unit Award having a Fair Market Value (as defined in the Incentive Plan), as of the date on which the tax withholding obligations arise, not in excess of the amount of such tax withholding obligations determined by the applicable minimum statutory withholding rates. Alternatively, the Company may require you, through payroll withholding, cash payment or otherwise, to make adequate provision for, the federal, state, local and foreign taxes, if any, required by law to be withheld by the Company or any Affiliate with respect to the Performance Share Unit Award.

5.6 Personal Information. You agree that the Company and its suppliers or vendors may collect, use and disclose your personal information for the purposes of the implementation, management, administration and termination of the Performance Share Unit Award and the Incentive Plan.

5.7 Employment. Neither the Performance Share Unit Award nor its operation shall in any way affect the rights and power of the Company or any Affiliate to dismiss or discharge you. The grant of a Performance Share Unit Award shall not entitle you to receive any subsequent Performance Share Unit Awards.

5.8 Amendment. The Committee may amend, alter, modify, suspend or terminate the Award Notice or this Agreement at any time and from time to time, in whole or in part. Termination of this Agreement shall be subject to the consideration of the effects thereof under Section 409A of the Code.

5.9 Binding Effect. This Agreement shall inure to the benefit of the successors and assigns of the Company and any other Employer and, subject to the restrictions on transfer set forth herein, be binding upon you and your heirs, beneficiaries, executors, legal representatives, successors and assigns.

5.10 Integrated Agreement. The Award Notice, this Agreement, and the Incentive Plan constitute the entire understanding and agreement between you and the Company (and any other Employer, as applicable) with respect to the subject matter contained herein or therein and supersedes any prior agreements, understandings, restrictions, representations, or warranties between you and the Company (and any other Employer, as applicable) with respect to such subject matter other than those as set forth or provided for herein or therein.

5.11 Governing Law. The Award Notice and this Agreement shall be governed by the laws of the State of Wisconsin, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of the Award Notice and this Agreement to the substantive law of another jurisdiction. You agree to submit to the exclusive jurisdiction and venue of the federal or state courts of Colorado, to resolve any and all issues that may arise out of or relate to the Incentive Plan, the Award Notice or this Agreement.

5.12 Construction. Captions and titles contained in this Agreement are for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement. Except when the context indicates otherwise, the singular shall include the plural and the plural shall include the singular. Use of the term “or” is not intended to be exclusive, unless the context clearly requires otherwise.

5.13 Conformity. This Agreement is intended to conform in all respects with, and is subject to all applicable provisions of, the Incentive Plan. Any conflict between the terms of the Award Notice, this Agreement, and the Incentive Plan shall be resolved in accordance with the terms of the Incentive Plan. Any conflict between the terms of the Award Notice and this Agreement shall be resolved in accordance with the terms of this Agreement. In the event of any conflict between the information provided on any intranet site or internet website or in the prospectus for the Plan and the Award Notice, this Agreement, or the Incentive Plan, the Award Notice, Agreement or the Incentive Plan, as applicable, shall govern as provided above.

5.14 Section 409A. Notwithstanding anything to the contrary in this Agreement, any Performance Share Unit Award or portion thereof that is or becomes a 409A Award shall be subject to the provisions of Article 23 under the Incentive Plan.

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APPENDIX A

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Exhibit 10.4

November 17, 2019

VIA EMAIL

Pete Marino

Dear Pete:

It is a pleasure to offer you the position of **President of Emerging Growth** of Molson Coors Brewing Company (the "**Company**"), reporting to the Company's President and Chief Executive Officer (the "**CEO**"), on the following terms:

1. **Employment:** Your new position begins effective on November 1, 2019 (the "**Effective Date**"). You shall have such duties, responsibilities, power and authority as assigned by the CEO, and such other duties and responsibilities as may be assigned to you by the Company's board of directors (the "**Board**") commensurate with your position as President of Emerging Growth.

2. **Base Salary:** Your starting gross annual salary will be USD $490,000 per year, payable in accordance with the Company's standard payroll practices and procedures.

3. **Annual Molson Coors Incentive Plan ("MCIP"):** You are eligible to participate in the annual MCIP subject to the plan rules. MCIP rewards employees for the achievement of corporate, team and/or individual performance results objectives on the fiscal basis year which is the calendar year. The bonus target for your position is currently 75% of your eligible earnings. Your actual payout for the current year will be prorated based on the MCIP targets for each job you held during the plan year. The incentive plan is reviewed on an annual basis and details of the plan are subject to change to align with and support ongoing business needs.

4. **Long Term Incentive:** You are eligible to participate in the Molson Coors Long-Term Incentive Plan ("**LTIP**") according to your role in the Company. Your annual target LTIP value is reviewed by the CEO on an annual basis and set by the Compensation and Human Resources Committee of the Board (the "**Committee**"). Grant Awards to eligible participants are typically made annually during the Company's compensation planning cycle which typically takes place in March of each year. The actual award is based on an assessment of individual performance within a determined range. You will be eligible for consideration of a normal course annual grant in 2020, with a target value of USD $800,000.

5. **Adjustments:** Executive compensation is reviewed annually by the CEO and the Committee, and adjustments can be made to targets and ranges for base pay, MCIP or LTIP components of the total compensation package. Additionally, the types of vehicles used by the Company to fulfill the annual target compensation of the LTIP component are reviewed annually and may be modified.

6. **Relocation**: To the extent necessary and appropriate, the Company will provide you with relocation assistance in accordance with its current policy regarding relocation of executive roles.

7. **Executive Stock Ownership Policy; Clawback policy**: You will be subject to the company's executive stock ownership guidelines, as the same may be amended from time to time by the Committee, and that as the President of Emerging Growth, you will be required to hold 3X your base annual salary in Company equity, as such term is defined in the stock ownership guidelines. Unless otherwise provided at the time of grant or otherwise prohibited by applicable law, all compensation payable to you, including any cash and/or equity awards paid to you as MCIP or LTIP is subject to the Company's recoupment policy for incentive compensation as approved by

the Committee and any such other policy for "clawback" of incentive or other compensation as may be approved from time to time by the Board or the Committee, including without limitation, any amendments or other policies which the Company may be required to adopt under the Dodd-Frank Wall Street Reform and Consumer Protection Act and implementing rules and regulations thereunder, or as otherwise required by law.

8. **Additional Benefits and Perquisites:** You are eligible for:

- participation in the Company's Amended and Restated Change in Control Protection Program at the level specified for your role, which includes a 2.0x Change in Control severance multiplier, subject to the terms and conditions contained therein, as amended by the Committee from time to time;
- participation in the Company's US Severance Pay Plan;
- participation in the Molson Coors Deferred Compensation Plan;
- supplemental executive life insurance of up to six times your base pay;
- annual executive physical (optional);
- executive financial planning allowance; and
- other benefits common to similarly situated executives in the location of your primary office.

You will also retain eligibility for any vested and grandfathered health, retirement and insurance benefits accumulated during your service with the Company and its subsidiaries, so long as such benefits remain available for other similarly situated (and grandfathered) employees.

9. **Entire Understanding/Termination of Employment Agreement:** The Company and you acknowledge that except as otherwise specified herein this letter constitutes the entire understanding between the Company and you with respect to your continued employment upon and after the Effective Date and supersedes and replaces any other prior agreement or other understanding.

10. **Governing Law and Arbitration:** This letter shall be governed by and construed in accordance with the laws of the State of Illinois, without reference to principles of conflict of laws. Any dispute or controversy arising under or in connection with this letter, except any action seeking injunctive relief to enforce the Restrictive Covenant Agreements (as defined in the Acknowledgement), shall be settled exclusively by arbitration in Chicago, Illinois in accordance with the rules for the resolution of employment disputes of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court of competent jurisdiction. The arbitrator shall have the discretion to award costs (including the arbitrator's fee and fees and disbursements of counsel) to the prevailing party as part of his award.

Again, Pete, we are pleased to be extending you this offer, which is contingent upon your acceptance of the conditions on the following Acknowledgement page and the execution of the company's Restrictive Covenant Agreements.

We hope for a mutually rewarding relationship. You should know, however, that your employment is "at will". That means you may terminate your employment at any time, with or without cause or notice, and we reserve the same right in accordance with the Restated Certificate of Incorporation and Bylaws. This "at will" relationship may not be modified except in writing signed by the Chairman of the Board

of Directors. Finally, the Company reserves the right to modify its policies and the accompanying terms of your employment as it deems appropriate.

/s/ Gaving Hattersley

Gavin Hattersley
President and Chief Executive Officer
Molson Coors Beverage Company

/s/ Lee Reichart

Lee Reichart
Chief Legal and Government Affairs Officer & Corporate Secretary
Molson Coors Beverage Company

ACKNOWLEDGEMENT

Your offer of employment is contingent upon your acceptance of the conditions described below:

Offer Contingencies. I understand that this offer is contingent on my acceptance of the Company's agreements: Confidentiality and Intellectual Property Agreement, Use of Employee's Likeness Agreement, Non-Solicitation Agreement, and Non-Compete Agreement (collectively, the "**Restrictive Covenant Agreements**").

Code of Business Conduct. I understand that as part of my employment, I am expected to conform my conduct to the highest level of ethical standards. As such, I understand that I must read and sign/accept the Molson Coors Code of Business Conduct, as a condition of employment with our Company. If I have any exceptions, as outlined in the Code, I understand that this offer is contingent on my agreement with any solution required by the Company's management to resolve the exception(s).

At-Will Employment Relationship. I understand that upon accepting this offer of employment and throughout my employment, I am an employee at-will. I understand that as an at-will employee, I or the Company, may terminate the employment relationship at any time for any reason with or without notice.

Policies. I understand that in my job I will have access to all the Company policies. Following this offer are copies of some of those important policies – Global IT Security & Acceptable Use Policy; US Discrimination and Harassment Free Work Environment Policy; Global Employee Alcohol Policy; and Global Records Management Policy. In addition to reading these policies, I understand that it is my responsibility to review any local policies/procedures as referenced in these policies. I further understand that none of the Company's policies, procedures, guidelines, practices or plans are contracts or intended to change the at-will nature of the employment relationship. I understand that it is a Company expectation and my responsibility to familiarize myself, understand and comply with all policies. By my signature, I confirm that I will conform my conduct to the policies detailed above, as well as all of the Company's policies.

Amendment, Change or Modification. I further understand that the Company, at its sole discretion and at any time may with or without notice amend, change or modify any of its policies, procedures, guidelines, practices or plans whether or not addressed in this offer letter.

I accept the conditions described above and the offer to work.

Signature:	/s/ Pete Marino
Date:	November 17, 2019

EXHIBIT 31.1

SECTION 302 CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Gavin D.K. Hattersley, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Molson Coors Beverage Company;

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/ GAVIN D.K. HATTERSLEY

Gavin D.K. Hattersley
President and Chief Executive Officer
(Principal Executive Officer)
May 3, 2022

EXHIBIT 31.2

SECTION 302 CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, Tracey I. Joubert, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Molson Coors Beverage Company;

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/ TRACEY I. JOUBERT

Tracey I. Joubert
Chief Financial Officer
(Principal Financial Officer)
May 3, 2022

EXHIBIT 32

WRITTEN STATEMENT OF CHIEF EXECUTIVE OFFICER

AND CHIEF FINANCIAL OFFICER

FURNISHED PURSUANT TO SECTION 906

OF THE SARBANES-OXLEY ACT OF 2002 (18 U.S.C. SECTION 1350)

AND FOR THE PURPOSE OF COMPLYING WITH RULE 13a-14(b)

OF THE SECURITIES EXCHANGE ACT OF 1934.

The undersigned, the Chief Executive Officer and the Chief Financial Officer of Molson Coors Beverage Company (the "Company") respectively, each hereby certifies that to his or her knowledge on the date hereof:

(a) the Quarterly Report on Form 10-Q of the Company for the quarterly period ended March 31, 2022 filed on the date hereof with the Securities and Exchange Commission (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(b) Information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ GAVIN D.K. HATTERSLEY

Gavin D.K. Hattersley
President and Chief Executive Officer
(Principal Executive Officer)
May 3, 2022

/s/ TRACEY I. JOUBERT

Tracey I. Joubert
Chief Financial Officer
(Principal Financial Officer)
May 3, 2022

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.