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

FORM 10-K

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

For the Fiscal Year Ended September 26, 2020

OR

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

For the transition period from __________ to __________

Commission File Number 001-35672

BERRY GLOBAL GROUP, INC.

A Delaware corporation	101 Oakley Street, Evansville, Indiana, 47710 (812) 424-2904	IRS employer identification number 20-5234618

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

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Common Stock, $0.01 par value per share	BERY	New York Stock Exchange LLC

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

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

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

Indicate by check mark whether the registrant has submitted electronically 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 ☐ Small 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 has filed a report on and attestation to its management's assessment of the effectiveness of internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Securities Exchange Act of 1934). Yes ☐ No ☒

The aggregate market value of the common stock of the registrant held by non-affiliates was approximately $4.6 billion as of March 27, 2020, the last business day of the registrant's most recently completed second fiscal quarter. The aggregate market value was computed using the closing sale price as reported on the New York Stock Exchange. As of November 23, 2020, there were 133.5 million shares of common stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of Berry Global Group, Inc.’s Proxy Statement for its 2021 Annual Meeting of Stockholders are incorporated by reference into Part III of this report.

CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS

Information included in or incorporated by reference in filings with the U.S. Securities and Exchange Commission (the "SEC") and the Company's press releases or other public statements, contain or may contain forward-looking statements. This report includes "forward-looking' statements with respect to our financial condition, results of operations and business and our expectations or beliefs concerning future events. These statements contain words such as "believes," "expects," "may," "will," "should," "would," "could," "seeks," "approximatly," "intends," "plans," "estimates," "project," "outlook," "anticipates" or "looking forward" or similar expressions that relate to our strategy, plans, intentions, or expectations. All statements we make relating to our estimated and projected earnings, margins, costs, expenditures, cash flows, growth rates, and financial results or to our expectations regarding future industry trends are forward-looking statements. In addition, we, through our senior management, from time to time make forward-looking public statements concerning our expected future operations and performance and other developments. These forward-looking statements are subject to risks and uncertainties that may change at any time, and, therefore, our actual results may differ materially from those that we expected. All forward-looking statements are made only as of the date hereof, and we undertake no obligation to publicly update or revise any forward-looking statement as a result of new information, future events or otherwise, except as otherwise required by law.

Additionally, we caution readers that the list of important factors discussed in the section titled "Risk Factors" may not contain all of the material factors that are important to you. In addition, in light of these risks and uncertainties, the matters referred to in the forward-looking statements contained in this report may not in fact occur. Accordingly, readers should not place undue reliance on those statements.

TABLE OF CONTENTS
FORM 10-K FOR THE FISCAL YEAR ENDED SEPTEMBER 26, 2020

Item 1. BUSINESS

(In millions of dollars, except as otherwise noted)

General

Berry Global Group, Inc. ("Berry," "we," or the "Company") is a leading global supplier of a broad range of innovative rigid, flexible and non-woven products used every day within consumer and industrial end markets. We sell our products predominantly into stable, consumer-oriented end markets, such as healthcare, personal care, and food and beverage. Our customers consist of a diverse mix of leading global, national, mid-sized regional and local specialty businesses. The size and scope of our customer network allows us to introduce new products we develop or acquire to a vast audience that is familiar with our business. For the fiscal year ended September 26, 2020 ("fiscal 2020"), no single customer represented more than 5% of net sales and our top ten customers represented approximately 15% of net sales. We believe our manufacturing processes, manufacturing footprint and our ability to leverage our scale to reduce costs, positions us as a low-cost manufacturer relative to our competitors.

Additional financial information about our segments is provided in "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the "Notes to Consolidated Financial Statements," which are included elsewhere in this Form 10-K.

Segment Overview

Consumer Packaging International

The Consumer Packaging International segment primarily consists of the following product groups:

Closures and Dispensing Systems. We manufacture a wide range of closures, dispensing systems and applicators for a variety of end markets specializing in convenience, safety, security and e-commerce formats.

Pharmaceutical Devices and Packaging. We manufacture inhalers and dose counters in addition to bottles and vials for over-the-counter and prescription medicines.

Bottles and Canisters. We manufacture a collection packaging solutions for consumer and industrial applications across personal care, beverage, and food markets.

Polythene films. We manufacture polythene films for a diverse range of end markets, including agriculture and horticulture, construction, industrial, healthcare and waste services.

Recycling. We have capabilities to recycle both rigid and flexible end of life materials from industrial and consumer sources with a wide range of re-use applications across packaging and non-packaging formats.

Containers. We manufacture injection molded and thermoformed containers and lids across consumer and industrial packaging end markets.

Technical Components. We manufacture complex high-precision molds and molded components including temporary waste storage solutions and products manufactured using rotational molding technology for materials handling and specialty vehicles markets.

Consumer Packaging North America

The Consumer Packaging North America segment primarily consists of the following product groups:

Containers and Pails. We manufacture a collection of containers and pails for nationally branded and private label customers. These are offered in various styles with accompanying lids, bails and handles. Containers and lids are available decorated with in-mold-labeling, indirect flexographic print, digital printing, direct print, and other decoration technologies.

Foodservice. We manufacture lightweight polypropylene cups and lids for hot and cold beverages. Utilizing thermoforming and injection-molding, we offer mono-material cup and lid packaging solutions for simplification in post-consumer collection and compatibility with recycling systems. Our markets include quick service restaurants, fast casual dining, food service delivery, convenience stores, stadiums, and retail stores.

Closures and Overcaps. We manufacture child-resistant, continuous-thread, and tamper evident closures, as well as aerosol overcaps. We sell our closures and overcaps into numerous end markets, including household chemical, healthcare, food and beverage, and personal care.

Bottles and Prescription Vials. We manufacture bottles and prescription vials utilizing widely recyclable materials which service various spirits, food and beverage, vitamin and nutritional, and personal care markets.

Tubes. We manufacture a complete line of extruded and laminate tubes in a wide variety of sizes and material blends including blends up to 70% post-consumer resin. The majority of our tubes are sold in the personal care market, but we also sell our tubes in the pharmaceutical and household chemical markets.

Engineered Materials

The Engineered Materials segment primarily includes the following product groups:

Stretch and Shrink Films. We manufacture both hand and machine-wrap stretch films and custom shrink films, which are used to prepare products and packages for storage and shipping. We sell stretch film products primarily through distribution and shrink film directly to a diverse mix of end users.

Converter Films. We manufacture sealant and barrier films for various flexible packaging converters companies. In addition, certain of our products are used for industrial applications, where converters use our films in finished products for various end market applications.

Institutional Can Liners. We manufacture trash-can liners and food bags for offices, restaurants, schools, hospitals, hotels, municipalities, and manufacturing facilities.

Tape Products. We manufacture cloth and foil tape products. Other tape products include high-quality, high-performance liners of splicing and laminating tapes, flame-retardant tapes, flashing and seaming tapes, double-faced cloth, masking, mounting, and medical and specialty tapes. Tape products are sold primarily through distributors and directly to end users for industrial, building and construction, and retail market applications.

Food and Consumer Films. We manufacture printed film products for the fresh bakery, tortilla, deli, and frozen vegetable markets. We also manufacture barrier films used for cereal, cookie, cracker and dry mix packages that are sold directly to food manufacturers.

Retail Bags. We manufacture a diversified portfolio of polyethylene-based film products to end users in the retail markets. Our products include drop cloths and retail trash bags. These products are sold primarily through grocery stores, hardware stores, home improvement centers, paint stores, and mass merchandiser outlets.

Agriculture Films. We manufacture agriculture films primarily used in the silage, green house and mulch applications.

Health, Hygiene & Specialties

The Health, Hygiene & Specialties segment primarily includes the following product groups:

Health Products. We manufacture medical garment materials, surgical drapes, household cleaning wipes, and face masks. The key end markets and application for these products is infection prevention.

Hygiene Products. We manufacture a broad collection of components for baby diapers, adult incontinence and other absorbent hygiene products, elastic films and laminates, and substrates for dryer sheets. The primary end market for these products is personal care.

Specialties Products. We manufacture a broad array of products and components for geosynthetics and filtration products servicing the specialty industrial markets.

Marketing, Sales, and Competition

We reach our large and diversified customer base through a direct sales force of dedicated professionals and the strategic use of distributors. Our scale enables us to dedicate certain sales and marketing efforts to particular products or customers, when applicable, which enables us to develop expertise that we believe is valued by our customers.

The major markets in which the Company sells its products are highly competitive. Areas of competition include service, innovation, quality, and price. This competition is significant as to both the size and the number of competing firms. Competitors include but are not limited to Amcor, Silgan, Aptar, Reynolds, Intertape, 3M, Tredegar, Avgol, and Fitesa.

Raw Materials

Our primary raw material is plastic resin. In addition, we use other materials such as butyl rubber, adhesives, paper and packaging materials, linerboard, rayon, polyester fiber, and foil, in various manufacturing processes. These raw materials are available from multiple sources and in general we purchase from a variety of global suppliers. While temporary shortages of raw materials can occur, we expect to continue to successfully manage raw material supplies without significant supply interruptions.

Employees

Our commitment to the health and safety of our employees remains our number one priority as evidenced by our OSHA incident rate of approximately 1.0 being significantly lower than the industry average. Specifically related to the COVID-19 pandemic, our rigorous precautionary measures have included the formation of global and regional response teams that maintain contact with authorities and experts, restrictions on company travel, quarantine protocols, disinfection measures and other actions designed to help protect employees. We expect to continue these measures until the pandemic is adequately contained.

As of the end of fiscal 2020, we employed approximately 47,000 employees with approximately 20% of those employees being covered by collective bargaining agreements. The collective bargaining agreements covering a majority of these employees expire annually and as a result, are due for renegotiation in fiscal year ending 2021 (“fiscal 2021”). Our relations with employees under collective bargaining agreements remain satisfactory and there have been no significant work stoppages or other labor disputes during the past three years.

Patents, Trademarks and Other Intellectual Property

We customarily seek patent and trademark protection for our products and brands while seeking to protect our proprietary know-how. While important to our business in the aggregate, sales of any one individually patented product is not considered material to any specific segment or the consolidated results.

Environmental and Sustainability

Plastic continues to gain share as the preferred substrate across many of the applications in which we participate. This is driven by its superior capabilities – clarity, protection, design versatility, consumer safety, convenience and barrier properties, as well as its superior environmental performance. As the most resource-efficient substrate, the use of plastics reduces greenhouse gas emissions, energy consumption, water use, and waste generation compared to alternatives. In addition to reducing waste through lighter weight products, plastics also prevent significant waste generation by both protecting products through the supply chain and extending the shelf-life of food. For these reasons, we believe plastics is and will continue to be the most sustainable material.

Many of our customers have aggressive sustainability goals. Customers are increasingly interested in products that can help them achieve their goals and want to partner with companies that have similar ambitions. We are taking a science-based approach, using lifecycle assessment to inform our decision making process. We have teams dedicated to improving the circularity of our products – optimizing design for reuse, recycling or composting. We are also reducing our use of virgin, fossil fuels by increasing use of both recycled plastics and bioplastics, lightweighting our products, and increasing the use of renewable energy in our operations. We continue to launch new products and components in North America and Europe made with post-consumer resin. To meet growing demand for recycled content, we have entered into offtake agreements for both mechanically recycled and advanced recycled resins as well as expanded our own recycling operations in North America and Europe. We are also partnering with the Ellen MacArthur Foundation, Alliance to End Plastic Waste and other leading companies in our efforts to create a more circular economy for plastics.

Available Information

We make available, free of charge, our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments, if any, to those reports through our internet website as soon as reasonably practicable after they have been electronically filed with the SEC. Our internet address is www.berryglobal.com. The information contained on our website is not being incorporated herein.

Item 1A. RISK FACTORS

Operational Risks

Effectively managing change and growth.

Our future revenue and operating results will depend on our ability to effectively manage the anticipated growth and managing customer timelines. We are continuously investing in growth areas and expanding our operations, increasing our headcount and expanding into new product offerings. This growth has placed significant demands on our management as well as our financial and operational resources, and continued growth presents several challenges, including:

- expanding manufacturing capacity, maintaining quality and increasing production;
- identifying, attracting and retaining qualified personnel;
- increasing our regulatory compliance capabilities, particularly in new lines of business or product offerings;

Increases in resin prices or a shortage of available resin could harm our financial condition and results of operations.

Plastic resins are subject to price fluctuations and availability, due to external factors, such as the COVID-19 pandemic, that are beyond our control. Material shortages or our inability to timely pass through price increases to our customers may adversely affect our business, financial condition and results of operations.

We may not be able to compete successfully and our customers may not continue to purchase our products.

We compete with multiple companies in each of our product lines on the basis of a number of considerations, including price, service, quality, product characteristics and the ability to supply products to customers in a timely manner. Our products also compete with various other substrates. Some of these competitive products are not subject to the impact of changes in resin prices, which may have a significant and negative impact on our competitive position versus substitute products. Our competitors may have financial and other resources that are substantially greater than ours and may be better able than us to withstand higher costs. Competition could result in our products losing market share or our having to reduce our prices, either of which could have a material adverse effect on our business, financial condition and results of operations. In addition, since we do not have long-term arrangements with many of our customers, these competitive factors could cause our customers to shift suppliers and/or packaging material quickly. Our success depends, in part, on our ability to respond timely to customer and market changes.

We may pursue and execute acquisitions or divestitures, which could adversely affect our business.

As part of our growth strategy, we consider transactions that either complement or expand our existing business and create economic value. Transactions involve special risks, including the potential assumption of unanticipated liabilities and contingencies as well as difficulties in integrating acquired businesses or carving-out divested businesses, which may result in substantial costs, delays or other problems that could adversely affect our business, financial condition and results of operations. Furthermore, we may not realize all of the synergies we expect to achieve from our current strategic initiatives due to a variety of risks. If we are unable to achieve the benefits that we expect to achieve from our strategic initiatives, it could adversely affect our business, financial condition and results of operations. Additionally, the impact of travel and safety restriction related to external factors, such as the COVID-19 pandemic, could continue to negatively impact various integration activities and back office functions, which may adversely affect our business.

In the event of a catastrophic loss of one of our key manufacturing facilities, our business would be adversely affected.

While we manufacture our products in a large number of diversified facilities and maintain insurance covering our facilities, including business interruption insurance, a catastrophic loss of the use of all or a portion of one of our key manufacturing facilities due to accident, labor issues, weather conditions, natural disaster, pandemic or otherwise, whether short or long-term, could result in significant losses.

Employee retention or the failure to renew collective bargaining agreements could disrupt our business.

While we have not had material issues historically with employee retention of qualified personnel, there can be no assurance we will be able to recruit, train, assimilate, motivate and retain employees in the future. Additionally, we may not be able to maintain constructive relationships with labor unions or trade councils. We may not be able to successfully negotiate new collective bargaining agreements on satisfactory terms in the future. The loss of a substantial number of these employees or a prolonged labor dispute could disrupt our business and result in significant losses.

We depend on information technology systems and infrastructure to operate our business, and increased cybersecurity threats, system inadequacies, and failures could disrupt our operations, compromise customer, employee, vendor and other data which could negatively affect our business.

We rely on the efficient and uninterrupted operation of information technology systems and networks. These systems and networks are vulnerable to increased cybersecurity threats and more sophisticated computer crime, energy interruptions, telecommunications failures, breakdowns, natural disasters, terrorism, war, computer malware or other malicious intrusions.

We also maintain and have access to sensitive, confidential or personal data or information that is subject to privacy and security laws, regulations, and customer controls. Despite our efforts to protect such information, security breaches, misplaced or lost data and programming damages could result in production downtimes, operational disruptions, transaction errors, loss of business opportunities, violation of privacy laws and legal liability, fines, penalties or negative publicity could result in a negative impact on the business. While we have not had material system interruptions historically associated with these risks, there can be no assurance that these advanced and persistent threats will prevent future interruptions that could result in significant losses.

Financial and Legal Risks

Our substantial indebtedness could affect our ability to meet our obligations and may otherwise restrict our activities.

We have a significant amount of indebtedness, which requires significant interest payments. Our inability to generate sufficient cash flow to satisfy our debt obligations, or to refinance our obligations on commercially reasonable terms, would have a material adverse effect on our business, financial condition and results of operations.

Our substantial indebtedness could have important consequences. For example, it could:

- make it more difficult for us to satisfy our obligations under our indebtedness;
- limit our ability to borrow money for our working capital, capital expenditures, product development, debt service requirements or other corporate purposes;
- require us to dedicate a substantial portion of our cash flow to payments on our indebtedness, which would reduce the amount of cash flow available to fund working capital, capital expenditures, product development and other corporate requirements;
- increase our vulnerability to general adverse economic and industry conditions; and
- limit our ability to respond to business opportunities, including growing our business through acquisitions.

Uncertainty regarding the United Kingdom's ("UK") withdrawal from the European Union ("EU") and the outcome of future arrangements between the UK and the EU could have a material adverse impact on us.

Following the UK's referendum vote to leave the EU in June 2016 (commonly referred to as "Brexit"), the UK government formally notified the European Council of its decision to leave the EU. The UK will remain a member of the EU until the date on which a withdrawal agreement comes into force. While it is difficult to predict the effect of Brexit on the European and global economy, uncertainty regarding new or modified arrangements between the UK and the EU could have a material adverse effect on business activity (including the buying behavior of commercial and individual customers), the political stability and economic conditions in the UK, the EU and elsewhere.

Any of these developments, or the perception that any of these developments are likely to occur, could have a material adverse effect on economic growth or business activity in the UK, the Eurozone, or the EU, and could result in the relocation of businesses, cause business interruptions, lead to economic recession or depression, and impact the stability of the financial markets, availability of credit, political systems or financial institutions and the financial and monetary system.

Goodwill and other intangibles represent a significant amount of our net worth, and a future write-off could result in lower reported net income and a reduction of our net worth.

We have a substantial amount of goodwill. Future changes in market multiples, cost of capital, expected cash flows, or other external factors, such as the COVID-19 pandemic may adversely affect our business and cause our goodwill to be impaired, resulting in a non-cash charge against results of operations to write off goodwill or indefinite lived intangible assets for the amount of impairment. If a future write-off is required, the charge could result in significant losses.

Our international operations pose risks to our business that may not be present with our domestic operations.

Foreign operations are subject to certain risks that are unique to doing business in foreign countries. These risks include fluctuations in foreign currency exchange rates, inflation, economic or political instability, shipping delays in our products and receiving delays of raw materials, changes in applicable laws, including assessments of income and non-income related taxes, reduced protection of intellectual property, inability to readily repatriate cash to the U.S. effectively, and regulatory policies and various trade restrictions including potential changes to export taxes or countervailing and anti-dumping duties for exported products from these countries. Any of these risks could disrupt our business and result in significant losses. We are also subject to the Foreign Corrupt Practices Act and other anti-bribery and anti-corruption laws that generally bar bribes or unreasonable gifts to foreign governments or officials. We have implemented safeguards, training and policies to discourage these practices by our employees and agents. However, our existing safeguards, training and policies to assure compliance and any future improvements may prove to be less than effective and our employees or agents may engage in conduct for which we might be held responsible. If employees violate our policies, we may be subject to regulatory sanctions. Violations of these laws or regulations could result in sanctions including fines, debarment from export privileges and penalties and could adversely affect our business, financial condition and results of operations.

Current and future environmental and other governmental requirements could adversely affect our financial condition and our ability to conduct our business.

While we have not been required historically to make significant capital expenditures in order to comply with applicable environmental laws and regulations, we cannot predict our future capital expenditure requirements because of continually changing compliance standards and environmental technology. Furthermore, violations or contaminated sites that we do not know about (including contamination caused by prior owners and operators of such sites or newly discovered information) could result in additional compliance or remediation costs or other liabilities, which could be material. In addition, federal, state, local, and foreign governments could enact laws or regulations concerning environmental matters, such as greenhouse gas emissions, that increase the cost of producing, or otherwise adversely affect the demand for, plastic products. Legislation that would prohibit, tax or restrict the sale or use of certain types of plastic and other containers, and would require diversion of solid waste such as packaging materials from disposal in landfills, has been or may be introduced. Although we believe that any such laws promulgated to date have not had a material adverse effect on us, there can be no assurance that future legislation or regulation would not have a material adverse effect on us. Furthermore, a decline in consumer preference for plastic products due to environmental considerations could result in significant losses.

We may not be successful in protecting our intellectual property rights, including our unpatented proprietary know-how and trade secrets, or in avoiding claims that we infringed on the intellectual property rights of others.

In addition to relying on patent and trademark rights, we rely on unpatented proprietary know-how and trade secrets, and employ various methods, including confidentiality agreements with employees and consultants, customers and suppliers to protect our know-how and trade secrets. However, these methods and our patents and trademarks may not afford complete protection and there can be no assurance that others will not independently develop the know-how and trade secrets or develop better production methods than us. Further, we may not be able to deter current and former employees, contractors and other parties from breaching agreements and misappropriating proprietary information and it is possible that third parties may copy or otherwise obtain and use our information and proprietary technology without authorization or otherwise infringe on our intellectual property rights. Furthermore, no assurance can be given that we will not be subject to claims asserting the infringement of the intellectual property rights of third parties seeking damages, the payment of royalties or licensing fees and/or injunctions against the sale of our products. Any such litigation could be protracted and costly and could result in significant losses.

Item 1B. **UNRESOLVED STAFF COMMENTS**

None.

Item 2. **PROPERTIES**

Our primary manufacturing facilities by geographic area were as follows:

Geographic Region	Total Facilities	Leased Facilities
US and Canada	118	29
Europe	137	33
Rest of world	48	28

Item 3. **LEGAL PROCEEDINGS**

Berry is party to various legal proceedings involving routine claims which are incidental to our business. Although our legal and financial liability with respect to such proceedings cannot be estimated with certainty, we believe that any ultimate liability would not be material to the business, financial condition, results of operations or cash flows.

Item 4. **MINE SAFETY DISCLOSURES**

Not applicable.

PART II

Item 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS, AND ISSUER PURCHASES OF EQUITY SECURITIES

Our common stock "BERY" is listed on the New York Stock Exchange. As of the date of this filing there were fewer than 500 active record holders of the common stock, but we estimate the number of beneficial stockholders to be much higher as a number of our shares are held by brokers or dealers for their customers in street name. During fiscal 2019 and 2020, we did not declare or pay any cash dividends on our common stock.

Issuer Purchases of Equity Securities

During the fourth quarter of fiscal 2020, the Company did not repurchase shares. As of September 26, 2020, $393 million of authorized shares remained available for purchase under the current repurchase program.

Item 6. SELECTED FINANCIAL DATA

The following table presents selected historical consolidated financial data derived from the consolidated financial statements of Berry Global Group, Inc. for the periods indicated. The financial data for our fiscal 2016 through fiscal 2020 should be read in conjunction with those consolidated financial statements, related notes thereto and Management's Discussion and Analysis of Financial Condition and Results of Operations. The table presented below is unaudited.

	Fiscal 2020	Fiscal 2019	Fiscal 2018	Fiscal 2017	Fiscal 2016
Statement of Operations Data:					
Net sales	**$ 11,709**	$ 8,878	$ 7,869	$ 7,095	$ 6,489
Operating income	**1,179**	974	761	732	581
Net income	**559**	404	496	340	236
Net Income Per Share Data:					
Basic, net income per share	**$ 4.22**	$ 3.08	$ 3.77	$ 2.66	$ 1.95
Diluted, net income per share	**4.14**	3.00	3.67	2.56	1.89
Balance Sheet Data:					
Total assets	**$ 16,701**	$ 16,469	$ 9,131	$ 8,476	$ 7,653
Long-term debt obligations	**10,237**	11,365	5,844	5,641	5,755
Statement of Cash Flow Data:					
Net cash from operating activities	**$ 1,530**	$ 1,201	$ 1,004	$ 975	$ 857
Net cash from investing activities	**(316)**	(6,251)	(1,035)	(774)	(2,579)
Net cash from financing activities	**(1,220)**	5,426	113	(226)	1,817

Item 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Overview

Berry Global Group, Inc. ("Berry," "we," or the "Company") is a leading global supplier of a broad range of innovative rigid, flexible and non-woven products used every day within consumer and industrial end markets. We sell our products predominantly into stable, consumer-oriented end markets, such as healthcare, personal care, and food and beverage. Our customers consist of a diverse mix of leading global, national, mid-sized regional and local specialty businesses. The size and scope of our customer network allows us to introduce new products we develop or acquire to a vast audience that is familiar with our business. For fiscal year 2020, no single customer represented more than 5% of net sales and our top ten customers represented approximately 15% of net sales. We believe our manufacturing processes, manufacturing footprint and our ability to leverage our scale to reduce costs, positions us as a low-cost manufacturer relative to our competitors.

Executive Summary

COVID-19. The ongoing pandemic has impacted various businesses and supply chains, including travel restrictions and the extended shutdown of certain industries in various countries. Due to the nature of the majority of our products, geographic footprint and end market diversity, on a consolidated net sales basis we have been modestly impacted with lower customer demand in food service and industrials being offset by higher consumer demand in our healthcare, hygiene and food product categories. The Company will continue to evaluate the potential impacts and closely monitor developments as they arise.

Business. The Company's operations are organized into four reporting segments: Consumer Packaging International, Consumer Packaging North America, Engineered Materials and Health, Hygiene & Specialties. The structure is designed to align us with our customers, provide improved service, drive future growth, and to facilitate synergies realization. The Consumer Packaging International segment primarily consists of containers, closures, dispensing systems, pharmaceutical devices, polythene films, and technical components and includes the international portion of the acquired business of RPC Group Plc ("RPC"). The Consumer Packaging North America segment primarily consists of containers, foodservice items, closures, overcaps, bottles, prescription vials, and tubes. The Engineered Materials segment primarily consists of tapes and adhesives, polyethylene-based film products, can liners, and specialty coated and laminated products. The Health, Hygiene & Specialties segment primarily consists of nonwoven specialty materials and films used in hygiene, infection prevention, personal care, industrial, construction, and filtration applications.

Outlook. The Company is affected by general economic and industrial growth, plastic resin availability and affordability, and general industrial production. Our business has both geographic and end market diversity, which reduces the effect of any one of these factors on our overall performance. Our results are affected by our ability to pass through raw material and other cost changes to our customers, improve manufacturing productivity and adapt to volume changes of our customers. By providing advantaged products in targeted markets, we continue to believe our underlying long-term demand fundamental in all divisions will remain strong as we focus on delivering protective solutions that enhance consumer safety and execute on the Company's mission statement of "Always Advancing to Protect What's Important." For fiscal 2021, we project cash flow from operations between $1,625 to $1,525 million and free cash flow between $975 to $875 million. Projected fiscal 2021 free cash flow assumes $650 million of capital spending. For the definition of free cash flow and further information related to free cash flow as a non-GAAP financial measure, see "Liquidity and Capital Resources."

Recent Acquisitions and Dispositions

Our acquisition strategy is focused on improving our long-term financial performance, enhancing our market positions, and expanding our existing and complementary product lines. We seek to obtain businesses for attractive post-synergy multiples, creating value for our stockholders from synergy realization, leveraging the acquired products across our customer base, creating new platforms for future growth, and assuming best practices from the businesses we acquire. While the expected benefits on earnings are estimated at the commencement of each transaction, once the execution of the plan and integration occur, we are generally unable to accurately estimate or track what the ultimate effects have been due to system integrations and movements of activities to multiple facilities. As historical business combinations and restructuring plans have not allowed us to accurately separate realized synergies compared to what was initially identified, we estimate the synergy realization based on the overall segment profitability post-integration.

RPC Group Plc Acquisition

In July 2019, the Company completed the acquisition of RPC for aggregate consideration of $6.1 billion. RPC is a leading plastic product design and engineering company for packaging and select non-packaging markets, with 189 sites in 34 countries. RPC develops and manufactures a diverse range of products for a wide variety of customers, including many household names, and enjoys strong market positions in many of the end markets it serves and the geographical areas in which it operates. It uses a wide range of polymer conversion techniques and is also one of the largest plastic recyclers in Europe. The international based facilities are operated within the Consumer Packaging International segment with the remaining U.S. based facilities operated within the Consumer Packaging North America segment. The Company expects to realize annual cost synergies of $150 million of which an estimated $50 million is expected to be realized in fiscal 2021. Refer to Note 2. Acquisitions and Dispositions for further information.

Seal For Life Disposition

In July 2019, the Company completed the sale of its Seal For Life ("SFL") business which was operated in our Health, Hygiene & Specialties segment for net proceeds of $326 million. A pretax gain of $214 million on the sale was recorded in Restructuring and transaction activities on the Consolidated Statements of Income.

U.S. Flexible Packaging Converting Disposition

In October 2020, the Company reached an initial agreement to sell its U.S. flexible packaging converting business which was primarily operated in the Engineered Materials segment for $140 million, which is preliminary and subject to adjustment at closing. The Company reported fiscal 2020 net sales of approximately $200 million related to the business.

Discussion of Results of Operations for Fiscal 2020 Compared to Fiscal 2019

Acquisition sales and operating income disclosed within this section represent the results from acquisitions for the current period. Business integration expenses consist of restructuring and impairment charges, acquisition related costs, and other business optimization costs. Tables present dollars in millions.

Consolidated Overview	**Fiscal Year**			
	2020	2019	$ Change	% Change
Net sales	**$ 11,709**	$ 8,878	$ 2,831	32%
Operating income	**$ 1,179**	$ 974	$ 205	21%
Operating income percentage of net sales	**10%**	11%		

The net sales growth is primarily attributed to acquisition net sales of $3,346 million and an organic volume increase of 2%, partially offset by lower selling prices of $581 million due to the pass through of lower resin costs and Prior YTD divestiture sales of $96 million.

The operating income increase is primarily attributed to acquisition operating income of $245 million, an $87 million favorable impact from cost productivity and product mix, a $47 million favorable impact from the 2% organic volume increase, a $39 million inventory fair value step-up related to the RPC acquisition in the Prior YTD, a $35 million decrease in business integration expenses, and a $31 million decrease in depreciation and amortization. These improvements were partially offset by a $214 million unfavorable change from the Prior YTD gain on the sale of our SFL business, a $32 million increase in selling, general and administrative expense primarily related to higher accrued performance-based compensation, and Prior YTD divestiture operating income of $28 million.

Consumer Packaging International	**Fiscal Year**			
	2020	2019	$ Change	% Change
Net sales	**$ 4,195**	$ 1,229	$ 2,966	241%
Operating income	**$ 299**	$ 12	$ 287	2,392%
Operating income percentage of net sales	**7%**	1%		

The net sales growth in the Consumer Packaging International segment is primarily attributed to net sales of $2,971 from the RPC acquisition, a $39 million favorable impact from foreign currency changes, and an organic volume increase of 1%, partially offset by lower selling prices of $56 million due to the pass through of lower resin costs.

The operating income increase is primarily attributed to acquisition operating income of $196 million, a $39 million inventory fair value step-up related to the RPC acquisition in the Prior YTD, a $21 million decrease in business integration costs, and a $21 million favorable impact from cost productivity and product mix.

Consumer Packaging North America	**Fiscal Year**			
	2020	2019	$ Change	% Change
Net sales	**$ 2,850**	$ 2,636	$ 214	8%
Operating income	**$ 320**	$ 234	$ 86	37%
Operating income percentage of net sales	**11%**	9%		

The net sales growth in the Consumer Packaging North America segment is primarily attributed to acquisition net sales of $356 million related to the U.S. portion of the acquired RPC business and a 2% base volume improvement, partially offset by lower selling prices of $205 million due to the pass through of lower resin costs.

The operating income increase is primarily attributed to acquisition operating income of $47 million, a $27 million favorable impact from cost productivity and product mix, and a $16 million favorable impact from the base volume increase. These increases were partially offset by a $12 million increase in selling, general and administrative expenses.

Engineered Materials	**Fiscal Year**			
	2020	2019	$ Change	% Change
Net sales	**$ 2,334**	$ 2,538	$ (204)	(8)%
Operating income	**$ 317**	$ 318	$ (1)	0%
Operating income percentage of net sales	**14%**	13%		

The net sales decrease in the Engineered Materials segment is primarily attributed to lower selling prices of $159 million due to the pass through of lower resin costs and a 2% organic volume decline primarily within our industrials business as a result of the impact of the COVID-19 pandemic.

The operating income decrease was modestly impacted by the organic volume decline and an increase in selling, general and administrative expenses. These increases were partially offset by a $12 million decrease in depreciation and amortization expense.

Health, Hygiene & Specialties	**Fiscal Year**			
	2020	2019	$ Change	% Change
Net sales	**$ 2,330**	$ 2,475	$ (145)	(6)%
Operating income	**$ 243**	$ 410	$ (167)	(41)%
Operating income percentage of net sales	**10%**	17%		

The net sales decrease in the Health, Hygiene & Specialties segment is primarily attributed to lower selling prices of $164 million due to the pass through of lower resin costs, Prior YTD sales of $96 million related to the divested SFL business, and a $37 million unfavorable impact from foreign currency changes, partially offset by a 7% organic volume improvement.

The operating income decrease is primarily attributed to a $214 million unfavorable change from the Prior YTD gain on the sale of our SFL business, Prior YTD divestiture operating income of $28 million, and an $11 million increase in selling, general and administrative expenses. These decreases were partially offset by a $43 million favorable impact from cost productivity and product mix, a $36 million favorable impact from the organic volume improvement, and a $13 million decrease in depreciation and amortization expense.

Other expense, net	**Fiscal Year**			
	2020	2019	$ Change	% Change
Other expense, net	**$ 31**	$ 155	$ (124)	(80)%

The Other expense decrease is primarily attributed to Prior YTD charges for foreign exchange forward contracts of $99 million and cross currency swaps of $41 million related to the closing of the RPC acquisition.

Interest expense, net	**Fiscal Year**			
	2020	2019	$ Change	% Change
Interest expense, net	**$ 435**	$ 329	$ 106	32%

The interest expense increase is primarily attributed to the incremental debt facilities entered into as part of the RPC acquisition.

Income tax expense	**Fiscal Year**			
	2020	2019	$ Change	% Change
Income tax expense	**$ 154**	$ 86	$ 68	79%

The income tax expense increase is primarily attributed to higher pre-tax book income. Our effective tax rate for fiscal 2020 was 22% and was positively impacted by 2% from generation of federal and state credits and 1% from change in foreign valuation allowance. These favorable items were partially offset by 2% from withholding taxes, 1% from foreign income taxed in the U.S. and from other discrete items. Refer to Note 7. Income Taxes for further information.

Comprehensive Income

	Fiscal Year			
	2020	2019	$ Change	% Change
Comprehensive Income	**$ 394**	$ 174	$ 220	126%

The increase in comprehensive income is primarily attributed to a $155 million increase in net income and a $105 million favorable change in currency translation, partially offset by a $23 million unfavorable change in the fair value of interest rate hedges and a $17 million decrease in unrealized gains on the Company's pension plans. Currency translation gains are primarily related to non-U.S. subsidiaries with a functional currency other than the U.S. dollar whereby assets and liabilities are translated from the respective functional currency into U.S. dollars using period-end exchange rates. The change in currency translation was primarily attributed to locations utilizing the euro, British pound sterling, Brazilian real and Chinese renminbi as their functional currency. As part of the overall risk management, the Company uses derivative instruments to reduce exposure to changes in interest rates attributed to the Company's floating-rate borrowings and records changes to the fair value of these instruments in Accumulated other comprehensive income (loss). The change in fair value of these instruments in fiscal 2020 versus fiscal 2019 is primarily attributed to a change in the forward interest curve between measurement dates.

Discussion of Results of Operations for Fiscal 2019 Compared to Fiscal 2018

Acquisition sales and operating income disclosed within this section represent the results from acquisitions for the current period. Business integration expenses consist of restructuring and impairment charges, acquisition related costs, and other business optimization costs. Tables present dollars in millions.

Consolidated Overview

	Fiscal Year			
	2019	2018	$ Change	% Change
Net sales	$ 8,878	$ 7,869	$ 1,009	13%
Operating income	$ 974	$ 761	$ 213	28%
Operating income percentage of net sales	11%	10%		

The net sales growth is primarily attributed to acquisition net sales of $1,479 million partially offset by prior period divestiture sales of $20 million, a $48 million unfavorable impact from foreign currency changes, lower selling prices of $175 million due to the pass through of lower resin costs, a 1% decline as the result of a customer product transition and a 2% base volume decline.

The operating income increase is primarily attributed to a $214 million gain on the sale of our SFL business, acquisition operating income of $114 million, and a $37 million decrease in depreciation and amortization. These improvements were partially offset by an increase in business integration costs of $28 million, a $25 million negative impact from price cost spread, an $18 million unfavorable impact from foreign currency changes, a $39 million inventory fair value step-up, and a $26 million impact from lower base volumes.

Consumer Packaging International

	Fiscal Year			
	2019	2018	$ Change	% Change
Net sales	$ 1,229	$ 215	$ 1,014	472%
Operating income	$ 12	$ 17	$ (5)	(29)%
Operating income percentage of net sales	1%	8%		

The net sales growth in the Consumer Packaging International segment is primarily attributed to acquisition net sales from the RPC acquisition of $1,031 million.

The operating income decrease is primarily attributed to an increase in business integration costs of $52 million and a $36 million inventory fair value step-up related to the RPC acquisition partially offset by acquisition operating income of $82 million.

Consumer Packaging North America

	Fiscal Year			
	2019	2018	$ Change	% Change
Net sales	$ 2,636	$ 2,463	$ 173	7%
Operating income	$ 234	$ 190	$ 44	23%
Operating income percentage of net sales	9%	8%		

The net sales growth in the Consumer Packaging North America segment is primarily attributed to acquisition net sales of $133 million related to the U.S. portion of the acquired RPC business and a 2% base volume improvement partially offset by lower selling prices due to the pass through of lower resin costs.

The operating income increase is primarily attributed to acquisition operating income of $15 million, a $23 million decrease in depreciation and amortization, and a $13 million increase from the higher base volumes. These increases were partially offset by a $13 million increase in business integration costs primarily related to the RPC acquisition.

Engineered Materials	Fiscal Year			
	2019	2018	$ Change	% Change
Net sales	$ 2,538	$ 2,633	$ (95)	(4)%
Operating income	$ 318	$ 365	$ (47)	(13)%
Operating income percentage of net sales	13%	14%		

The net sales decline in the Engineered Materials segment is primarily attributed to lower selling prices of $117 million due to the pass through of lower resin costs and a 5% base volume decline due to softness in industrial markets and supply chain disruption related to material qualifications. These decreases were partially offset by acquisition net sales of $151 million related mainly to the Laddawn acquisition.

The operating income decrease is primarily attributed to a $33 million unfavorable impact from price cost spread and a $23 million impact from the base volume decline partially offset by acquisition operating income of $6 million.

Health, Hygiene & Specialties	Fiscal Year			
	2019	2018	$ Change	% Change
Net sales	$ 2,475	$ 2,558	$ (83)	(3)%
Operating income	$ 410	$ 189	$ 221	117%
Operating income percentage of net sales	17%	7%		

The net sales decline in the Health, Hygiene & Specialties segment is primarily attributed to lower selling prices of $40 million due to the pass through of lower resin costs, a 2% decline as the result of a customer product transition, a 3% base volume decline as a result of weakness in the North American baby care market, prior year sales of $20 million related to the divested SFL business and a $46 million unfavorable impact from foreign currency changes. These declines were partially offset by acquisition net sales of $164 million related to the Clopay acquisition.

The operating income increase is primarily attributed to a $214 million gain on the sale of our SFL business and a decrease in business integration costs of $30 million. These improvements were partially offset by a $15 million unfavorable impact from foreign currency changes and a $15 million impact from lower base volumes.

Other expense, net	Fiscal Year			
	2019	2018	$ Change	% Change
Other expense, net	$ 155	$ 25	$ 130	520%

The other expense increase is primarily attributed to losses related to the foreign exchange forward contracts of $99 million and cross-currency swaps of $41 million entered into for the closing of the RPC acquisition.

Interest expense, net	Fiscal Year			
	2019	2018	$ Change	% Change
Interest expense, net	$ 329	$ 259	$ 70	27%

The interest expense increase is primarily attributed to the incremental debt facilities entered into as part of the RPC acquisition.

Income tax (benefit) expense	Fiscal Year			
	2019	2018	$ Change	% Change
Income tax (benefit) expense	$ 86	$ (19)	$ 105	(553)%

The income tax expense increase is primarily attributed to the $124 million provisional transition benefit recorded in fiscal 2018 as a result of the recent U.S. tax legislation. Our effective tax rate for fiscal 2019 was 18% and was positively impacted by 6% from the sale of subsidiaries, 2% from share-based compensation and 2% from research and development credits. These favorable items were partially offset 2% from U.S. state taxes, 3% from foreign valuation allowances, 2% from foreign rate differential and other discrete items.

Comprehensive Income

	Fiscal Year			
	2019	2018	$ Change	% Change
Comprehensive Income	$ 174	$ 408	$ (234)	(57)%

The decrease in comprehensive income is primarily attributed to a $92 million decrease in net income, a $160 million unfavorable change in the fair value of interest rate hedges, a $58 million decrease in unrealized gains on the Company's pension plans, partially offset by a $56 million favorable change in currency translation. Currency translation gains are primarily related to non-U.S. subsidiaries with a functional currency other than the U.S. dollar whereby assets and liabilities are translated from the respective functional currency into U.S. dollars using period-end exchange rates. The change in currency translation was primarily attributed to locations utilizing the euro, British pound sterling, Brazilian real and Chinese renminbi as their functional currency. As part of the overall risk management, the Company uses derivative instruments to reduce exposure to changes in interest rates attributed to the Company's floating-rate borrowings and records changes to the fair value of these instruments in Accumulated other comprehensive income (loss). The change in fair value of these instruments in fiscal 2019 versus fiscal 2018 is primarily attributed to a change in the forward interest curve between measurement dates.

Liquidity and Capital Resources

Senior Secured Credit Facility

We manage our global cash requirements considering (i) available funds among the many subsidiaries through which we conduct business, (ii) the geographic location of our liquidity needs, and (iii) the cost to access international cash balances. We have an $850 million asset-based revolving line of credit that matures in May 2024. At the end of fiscal 2020, the Company had no outstanding balance on the revolving credit facility. The Company was in compliance with all covenants at the end of fiscal 2020. Refer to Note 3. Long-Term Debt for further information.

Contractual Obligations and Off Balance Sheet Transactions

Our contractual cash obligations at the end of fiscal 2020 are summarized in the following table which does not give any effect to retirement plans, Refer to Note 8. Retirement Plans, or taxes as we cannot reasonably estimate the timing of future cash outflows.

	Payments due by period as of the end of fiscal 2020				
	Total	**< 1 year**	**1-3 years**	**4-5 years**	**> 5 years**
Long-term debt, excluding capital leases	$ 10,246	$ 59	$ 1,851	$ 1,638	$ 6,698
Capital leases	86	20	40	13	13
Fixed interest rate payments	781	140	269	257	115
Variable interest rate payments [(a)]	881	191	345	257	88
Operating leases	703	118	190	139	256
Total contractual cash obligations	$ 12,697	$ 528	$ 2,695	$ 2,304	$ 7,170

(a) Based on applicable interest rates in effect end of fiscal 2020.

Cash Flows from Operating Activities

Net cash provided by operating activities increased $329 million from fiscal 2019 primarily attributed to improved net income prior to non-cash activities, partially offset by a reduction in the working capital benefit compared to fiscal 2019.

Net cash provided by operating activities increased $197 million from fiscal 2018 primarily attributed to decreases in working capital due to lower raw material costs partially offset by professional fees related to the RPC acquisition.

Cash Flows from Investing Activities

Net cash used in investing activities decreased $5,935 million from fiscal 2019 primarily attributed to lower acquisition and divestiture related activities, partially offset by increased capital expenditures.

Net cash used in investing activities increased $5,216 million from fiscal 2018 primarily attributed to increased capital expenditures, settlement of acquisition related derivatives, and higher acquisition spending partially offset by the sale of our SFL business.

Cash Flows from Financing Activities

Net cash used in financing activities changed $6,646 million from fiscal 2019 primarily attributed to $1.2 billion net repayments on long-term borrowings during fiscal 2020 compared to $5.6 billion net proceeds from long-term borrowings used to finance the RPC acquisition in fiscal 2019.

Net cash from financing activities increased $5,313 million from fiscal 2018 primarily attributed to proceeds from long-term borrowings to finance the RPC acquisition, partially offset by higher repayments on long-term borrowings.

Share Repurchases

The Company did not have any share repurchases in fiscal 2020. The Company's share repurchases totaled $74 million in fiscal 2019.

Free Cash Flow

We define "free cash flow" as cash flow from operating activities less net additions to property, plant and equipment and payments of the tax receivable agreement which was terminated in fiscal 2019. Based on our definition, our consolidated free cash flow is summarized as follows:

	Years Ended		
	September 26, 2020	September 28, 2019	September 29, 2018
Cash flow from operating activities	**$ 1,530**	$ 1,201	$ 1,004
Additions to property, plant and equipment, net	**(583)**	(399)	(333)
Payments of tax receivable agreement	—	(38)	(37)
Free cash flow	**$ 947**	$ 764	$ 634

Free cash flow, as presented in this document, is a supplemental financial measure that is not required by, or presented in accordance with, generally accepted accounting principles in the U.S. ("GAAP"). Free cash flow is not a GAAP financial measure and should not be considered as an alternative to cash flow from operating activities or any other measure determined in accordance with GAAP. We use free cash flow as a measure of liquidity because it assists us in assessing our company's ability to fund its growth through its generation of cash, and believe it is useful to investors for such purpose. In addition, free cash flow and similar measures are widely used by investors, securities analysts and other interested parties in our industry to measure a company's liquidity. Free cash flow may be calculated differently by other companies, including other companies in our industry or peer group, limiting its usefulness as a comparative measure.

Liquidity Outlook

At the end of fiscal 2020, our cash balance was $750 million, which was primarily located outside the U.S. We believe our existing U.S. based cash and cash flow from U.S. operations, together with available borrowings under our senior secured credit facilities, will be adequate to meet our liquidity needs over the next twelve months. The Company has the ability to repatriate the cash located outside the U.S. to the extent not needed to meet operational and capital needs without significant restrictions. We do not expect our free cash flow to be sufficient to cover all long-term debt obligations and intend to refinance these obligations prior to maturity.

Summarized Guarantor Financial Information

Berry Global, Inc. ("Issuer") has notes outstanding which are fully, jointly, severally, and unconditionally guaranteed by its parent, Berry Global Group, Inc. (for purposes of this section, "Parent") and substantially all of Issuer's domestic subsidiaries. Separate narrative information or financial statements of the guarantor subsidiaries have not been included because they are 100% owned by Parent and the guarantor subsidiaries unconditionally guarantee such debt on a joint and several basis. A guarantee of a guarantor subsidiary of the securities will terminate upon the following customary circumstances: the sale of the capital stock of such guarantor if such sale complies with the indentures, the designation of such guarantor as an unrestricted subsidiary, the defeasance or discharge of the indenture or in the case of a restricted subsidiary that is required to guarantee after the relevant issuance date, if such guarantor no longer guarantees certain other indebtedness of the issuer. The guarantees of the guarantor subsidiaries are also limited as necessary to prevent them from constituting a fraudulent conveyance under applicable law and any guarantees guaranteeing subordinated debt are subordinated to certain other of the Company's debts. Parent also guarantees the Issuer's term loans and revolving credit facilities. The guarantor subsidiaries guarantee our term loans and are co-borrowers under our revolving credit facility.

Presented below is summarized financial information for the Parent, Issuer and guarantor subsidiaries on a combined basis, after intercompany transactions have been eliminated.

	Year Ended September 26, 2020
Net sales	$ 5,903
Gross profit	1,246
Earnings from continuing operations	243
Net income	$ 243

Includes $23 million of income associated with intercompany activity with non-guarantor subsidiaries.

	September 26, 2020	September 28, 2019
Assets		
Current assets	**$ 1,417**	$ 1,237
Noncurrent assets	**6,153**	5,088
Liabilities		
Current liabilities	**$ 841**	$ 862
Noncurrent liabilities	**11,936**	11,915

Includes $572 million of intercompany payables due to non-guarantor subsidiaries as of September 26, 2020 and $45 million of intercompany receivables due from non-guarantor subsidiaries as of September 28, 2019.

Critical Accounting Policies and Estimates

We disclose those accounting policies that we consider to be significant in determining the amounts to be utilized for communicating our consolidated financial position, results of operations and cash flows in the first note to our consolidated financial statements included elsewhere herein. Our discussion and analysis of our financial condition and results of operations are based on our consolidated financial statements, which have been prepared in accordance with GAAP. The preparation of financial statements in conformity with these principles requires management to make estimates and assumptions that affect amounts reported in the financial statements and accompanying notes. Actual results may differ from these estimates under different assumptions or conditions.

Acquisitions. We record acquisitions resulting in the consolidation of an enterprise using the purchase method of accounting. Under this method, the Company records the assets acquired, including intangible assets that can be identified and named, and liabilities assumed based on their estimated fair values at the date of acquisition. The purchase price in excess of the fair value of the assets acquired and liabilities assumed is recorded as goodwill. Among other sources of relevant information, the Company uses independent appraisals and actuarial or other valuations to assist in determining the estimated fair values of the assets and liabilities. Various assumptions are used in the determination of these estimated fair values including discount rates, market and volume growth rates, and other prospective financial information. Transaction costs associated with acquisitions are expensed as incurred. Refer to Note 2. Acquisitions and Dispositions for further information.

Pensions. The accounting for our pension plans requires us to recognize the overfunded or underfunded status of the pension plans on our balance sheet. For these sponsored plans, the relevant accounting guidance requires that management make certain assumptions relating to the long-term rate of return on plan assets, discount rates used to determine the present value of future obligations and expenses, salary inflation rates, mortality rates and other assumptions. We believe that the accounting estimates related to our pension plans are critical accounting estimates because they are highly susceptible to change from period to period based on the performance of plan assets, actuarial valuations, market conditions and contracted benefit changes. The selection of assumptions is based on historical trends and known economic and market conditions at the time of valuation, as well as independent studies of trends performed by our actuaries.

We review annually the discount rate used to calculate the present value of pension plan liabilities. The discount rate used at each measurement date is set based on a high-quality corporate bond yield curve, derived based on bond universe information sourced from reputable third-party indices, data providers, and rating agencies. In countries where there is no deep market in corporate bonds, we have used a government bond approach to set the discount rate. Additionally, the expected long term rate of return on plan assets is derived for each benefit plan by considering the expected future long-term return assumption for each individual asset class. A single long-term return assumption is then derived for each plan based upon the plan's target asset allocation. Refer to Note 8. Retirement Plans for further information.

Goodwill and Other Indefinite Lived Intangible Assets. On an annual basis and at interim periods when circumstances require, we test the recoverability of goodwill and indefinite-lived intangible assets.

We elected to complete a step 1 quantitative test to evaluate impairment of goodwill in order to (1) reset the values of our new reporting units for future qualitative assessments and (2) determine if the carrying value of any reporting unit exceeded its fair value. This was completed on the first day of the fourth fiscal quarter of fiscal 2020. We utilized a discounted cash flow analysis in combination with a comparable company market approach to determine the fair value of each reporting unit. There were no indicators of impairment in the fourth quarter that required us to perform an additional test for the recoverability of goodwill.

After the completion of the step 1 quantitative test we determined that the fair value of each of our reporting units was greater than the carrying value. Future declines in our peer company and our market capitalizations and total enterprise value along with lower valuation market multiples or significant declines in operating performance could impact future impairment tests or may require a more frequent assessment.

The Company's goodwill, fair value and carrying value of our reporting units are as follows:

	Fair Value June 28, 2020	Carrying Value June 28, 2020	Goodwill September 26, 2020
Consumer Packaging North America	$ 5,440	$ 3,596	$ 1,757
Engineered Materials	3,880	1,458	605
Health, Hygiene & Specialties	3,880	2,538	798
Consumer Packaging International: Rigid	5,380	4,531	1782
Consumer Packaging International: Non-Rigid	710	590	231
	$ 19,290	$ 12,713	$ 5,173

Indefinite lived intangible assets are tested for impairment annually using both qualitative screens and quantitative assessments where appropriate and are written down to fair value based on either discounted cash flows or appraised values. Refer to Note 1. Basis of Presentation and Summary of Significant Accounting Policies for further information.

Deferred Taxes and Effective Tax Rates. We estimate the effective tax rate ("ETR") and associated liabilities or assets for each of our legal entities in accordance with authoritative guidance. We utilize tax planning to minimize or defer tax liabilities to future periods. In recording ETRs and related liabilities and assets, we rely upon estimates, which are based upon our interpretation of U.S. and local tax laws as they apply to our legal entities and our overall tax structure. Audits by local tax jurisdictions, including the U.S. Government, could yield different interpretations from our own and cause the Company to owe more taxes than originally recorded. As part of the ETR, if we determine that a deferred tax asset arising from temporary differences is not likely to be utilized, we will establish a valuation allowance against that asset to record it at its expected realizable value. In multiple foreign jurisdictions, the Company believes that it will not generate sufficient future taxable income to realize the related tax benefits. The Company has provided a full valuation allowance against its foreign net operating losses included within the deferred tax assets in multiple foreign jurisdictions. The Company has not provided a valuation allowance on its federal net operating losses in the U.S. because it has determined that future reversals of its temporary taxable differences will occur in the same periods and are of the same nature as the temporary differences giving rise to the deferred tax assets. Refer to Note 7. Income Taxes for further information.

Based on a critical assessment of our accounting policies and the underlying judgments and uncertainties affecting the application of those policies, we believe that our consolidated financial statements provide a meaningful and fair perspective of the Company and its consolidated subsidiaries. This is not to suggest that other risk factors such as changes in economic conditions, changes in material costs, our ability to pass through changes in material costs, and others could not materially adversely impact our consolidated financial position, results of operations and cash flows in future periods.

Item 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Interest Rate Risk

We are exposed to market risk from changes in interest rates primarily through our senior secured credit facilities. As of September 26, 2020, our senior secured credit facilities are comprised of (i) $6.2 billion term loans and (ii) an $850 million revolving credit facility with no borrowings outstanding. Borrowings under our senior secured credit facilities bear interest at a rate equal to an applicable margin plus LIBOR. The applicable margin for LIBOR rate borrowings under the revolving credit facility ranges from 1.25% to 1.50%, and the margin for the term loans is 2.00% per annum. As of September 26, 2020, the LIBOR rate of approximately 0.18% was applicable to the term loans. A 0.25% change in LIBOR would increase our annual interest expense by $8 million on variable rate term loans.

We seek to minimize interest rate volatility risk through regular operating and financing activities and, when deemed appropriate, through the use of derivative financial instruments. These financial instruments are not used for trading or other speculative purposes. As of September 26, 2020, the Company effectively had (i) a $450 million interest rate swap transaction that swaps a one-month variable LIBOR contract for a fixed annual rate of 1.398%, with an expiration in June 2026, (ii) a $1 billion interest rate swap transaction that swaps a one-month variable LIBOR contract for a fixed annual rate of 1.835% with an expiration in June 2026, (iii) a $400 million interest rate swap transaction that swaps a one-month variable LIBOR contract for a fixed annual rate of 1.916% with an expiration in June 2026, (iv) a $884 million interest rate swap transaction that swaps a one month variable LIBOR contract for a fixed annual rate of 1.857%, with an expiration in June 2024, and (v) a $473 million interest rate swap transaction that swaps a one month variable LIBOR contract for a fixed annual rate of 2.050%, with an expiration in June 2024.

Foreign Currency Risk

As a global company, we face foreign currency risk exposure from fluctuating currency exchange rates, primarily the U.S. dollar against the euro, British pound sterling, Brazilian real, Chinese renminbi, Canadian dollar and Mexican peso. Significant fluctuations in currency rates can have a substantial impact, either positive or negative, on our revenue, cost of sales, and operating expenses. Currency translation gains and losses are primarily related to non-U.S. subsidiaries with a functional currency other than U.S. dollars whereby assets and liabilities are translated from the respective functional currency into U.S. dollars using period-end exchange rates and impact our Comprehensive income. A 10% decline in foreign currency exchange rates would have had a $32 million unfavorable impact on fiscal 2020 Net income.

The Company is party to certain cross-currency swaps to hedge a portion of our foreign currency risk. The swap agreements mature May 2022 (€250 million) and June 2024 (€1,625 million) and July 2027 (£700 million). In addition to the cross-currency swaps, we hedge a portion of our foreign currency risk by designating foreign currency denominated long-term debt as net investment hedges of certain foreign operations. As of September 26, 2020, we had outstanding long-term debt of €785 million that was designated as a hedge of our net investment in certain euro-denominated foreign subsidiaries.

Item 8. **FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

Index to Financial Statements

Index to Financial Statement Schedules

All schedules have been omitted because they are not applicable or not required or because the required information is included in the consolidated financial statements or notes thereto.

Item 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

Item 9A. CONTROLS AND PROCEDURES

Evaluation of disclosure controls and procedures

We maintain "disclosure controls and procedures," as such term is defined in Rule 13a-15(e) under the Exchange Act, that are designed to ensure that information required to be disclosed by us in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in 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.

In connection with the preparation of this Form 10-K, management evaluated the effectiveness of the design and operation of our disclosure controls and procedures as of September 26, 2020. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that the Company's disclosure controls and procedures were effective as of September 26, 2020.

Management's Report on Internal Controls over Financial Reporting

Management is responsible for establishing and maintaining adequate internal control over financial reporting. Under the supervision and with the participation of our management, the Company conducted an evaluation of the effectiveness of our internal control over financial reporting using the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework). Based on this evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that the Company's internal controls over financial reporting were effective as of September 26, 2020.

The effectiveness of our internal control over financial reporting as of September 26, 2020, has been audited by the Company's independent registered public accounting firm, as stated in their report, which is included herein

Changes in Internal Controls over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during the quarter ended September 26, 2020 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. OTHER INFORMATION

None.

PART III

Item 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Except as set forth below, the information required by this Item is incorporated herein by reference to our definitive Proxy Statement to be filed in connection with the 2021 Annual Meeting of Stockholders.

Code of Ethics

We have a Code of Business Ethics that applies to all directors and employees, including our Chief Executive Officer and senior financial officers. These standards are designed to deter wrongdoing and to promote the highest ethical, moral, and legal conduct of all employees. We also have adopted a Supplemental Code of Ethics, which is in addition to the standards set by our Code of Business Ethics, in order to establish a higher level of expectation for the most senior leaders of the Company. The Supplemental Code of Ethics sets the expectations as to how our senior leaders conduct themselves in dealings with the Company, customers, suppliers and coworkers and it further defines our commitment to compliance with the Company's policies, procedures and government regulations. Our Code of Business Ethics and Supplemental Code of Ethics can be obtained, free of charge, by contacting our corporate headquarters or can be obtained from the Corporate Governance section of the Investors page on the Company's internet site. In the event that we make changes in, or provide waivers from, the provisions of the Code of Business Ethics or Supplemental Code of Ethics that the SEC requires us to disclose, we will disclose these events in the corporate governance section of our website within four business days following the date of such amendment or waiver.

Item 11. EXECUTIVE COMPENSATION

The information required by this Item is incorporated herein by reference to our definitive Proxy Statement to be filed in connection with the 2021 Annual Meeting of Stockholders.

Item 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information required by this Item, is incorporated herein by reference to our definitive Proxy Statement to be filed in connection with the 2021 Annual Meeting of Stockholders.

Item 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE

The information required by this Item is incorporated herein by reference to our definitive Proxy Statement to be filed in connection with the 2021 Annual Meeting of Stockholders.

Item 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information required by this Item is incorporated herein by reference to our definitive Proxy Statement to be filed in connection with the 2021 Annual Meeting of Stockholders.

PART IV

Item 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

1. Financial Statements

   The financial statements listed under Item 8 are filed as part of this report.

2. Financial Statement Schedules

   Schedules have been omitted because they are either not applicable or the required information has been disclosed in the financial statements or notes thereto.

3. Exhibits

   The exhibits listed on the Exhibit Index immediately following the signature page of this annual report are filed as part of this report.

Item 16. FORM 10-K SUMMARY

None.

Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of Berry Global Group, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Berry Global Group, Inc. (the Company) as of September 26, 2020 and September 28, 2019, the related consolidated statements of income, comprehensive income, changes in stockholders' equity and cash flows for each of the three years in the period ended September 26, 2020, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at September 26, 2020 and September 28, 2019, and the results of its operations and its cash flows for each of the three years in the period ended September 26, 2020, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of September 26, 2020, based on criteria established in Internal Control Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated November 23, 2020 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Accounting for RPC Group Plc Business Combination

Description of the Matter

As discussed in Note 2 to the consolidated financial statements, in July 2019, the Company completed the acquisition of the entire outstanding share capital of RPC Group Plc ("RPC"), for aggregate consideration of $6.1 billion. The acquisition was accounted for under the purchase method of accounting and the assets acquired and liabilities assumed have been recorded based on estimates of fair value. The purchase price allocation for RPC was finalized during fiscal year 2020.

Auditing the Company's accounting for the allocation of the purchase price for its acquisition of RPC was complex due to the overall significance of the RPC acquisition and the estimation uncertainty in determining the fair value of certain assets. The most complex fair value determination related to the customer relationships intangible assets. The estimation uncertainty was primarily due to the sensitivity of the respective fair values to underlying assumptions. In particular, the significant inputs and assumptions used by the Company to estimate the fair value of the customer relationships intangible assets included prospective financial information that incorporated assumptions as to revenue growth rates, Earnings Before Interest, Tax, Depreciation and Amortization ("EBITDA") margins and the expected customer retention rate.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design and tested the operating effectiveness of controls that address the risks of material misstatement relating to the estimation of the fair value of the customer relationships intangible assets. For example, we tested controls over management's review of the projected revenue growth rates and EBITDA margins, and we tested controls over management's review of the customer retention rate including management's testing of the completeness and accuracy of the source information used to calculate the customer retention rates.

To test the estimate of the fair value of the customer relationships intangible assets, we performed audit procedures that included, among others, assessing methodologies and testing the significant assumptions discussed above and the underlying data used by the Company in its analysis. We involved a specialist to assist in the auditing of key valuation assumptions. We compared the significant assumptions used by management to current industry and economic trends, historical results of the acquired business and to historical experience related to previous acquisitions of similar businesses and assessed economic factors that could affect the significant assumptions. We also performed sensitivity analyses of significant assumptions to evaluate the changes in the fair value of the customer relationships intangible assets that would result from changes in the assumptions.

Valuation of Goodwill

Description of the Matter

At September 26, 2020, the Company had a goodwill balance of $5.1 billion. As discussed in Note 1 to the consolidated financial statements, goodwill is tested for impairment at least annually at the reporting unit level. The Company's goodwill is initially assigned to its reporting units as of the acquisition date. In fiscal 2020, the Company performed a quantitative goodwill impairment test for all of its reporting units. The fair value for each reporting unit is estimated based on a market approach and a discounted cash flow analysis and is reconciled to the Company's current market capitalization.

Auditing management's annual goodwill impairment test for certain of the reporting units was complex and highly judgmental due to the significant estimation required to determine the fair value of the reporting unit. The significant estimation uncertainty was primarily due to the sensitivity of the respective fair value to underlying assumptions about the future operating performance of the reporting unit. In particular, the fair value estimate was sensitive to significant assumptions in the prospective financial information such as the revenue growth rate, EBITDA margin, and terminal year growth rate, which are affected by expectations about future market or economic conditions.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design and tested the operating effectiveness of controls that address the risks of material misstatement over the Company's goodwill impairment review process, including controls over management's review of the significant assumptions described above.

To test the estimated fair value, we, along with our valuation specialists, performed audit procedures that included, among others, assessing methodologies and testing the significant assumptions discussed above and the underlying data used by the Company in its analysis. We compared the significant assumptions used by management to current industry and economic trends, changes in the Company's business model, customer base or product mix, historical operating results and other relevant factors that would affect the significant assumptions. We assessed the historical accuracy of management's estimates and performed sensitivity analyses of significant assumptions to evaluate the changes in the fair value that would result from changes in the assumptions. In addition, we tested management's reconciliation of the fair value of the reporting units to the market capitalization of the Company.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 1991.

Indianapolis, Indiana
November 23, 2020

Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of Berry Global Group, Inc.

Opinion on Internal Control over Financial Reporting

We have audited Berry Global Group, Inc.'s internal control over financial reporting as of September 26, 2020, based on criteria established in Internal Control – Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Berry Global Group, Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of September 26, 2020, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of September 26, 2020 and September 28, 2019, the related consolidated statements of income, comprehensive income, changes in stockholders' equity and cash flows for each of the three years in the period ended September 26, 2020, and the related notes and our report dated November 23, 2020 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

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

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

/s/ Ernst & Young LLP

Indianapolis, Indiana
November 23, 2020

Berry Global Group, Inc.
Consolidated Statements of Income
(in millions of dollars)

	Fiscal years ended		
	September 26, 2020	September 28, 2019	September 29, 2018
Net sales	**$ 11,709**	$ 8,878	$ 7,869
Costs and expenses:			
Cost of goods sold	**9,301**	7,259	6,438
Selling, general and administrative	**850**	583	480
Amortization of intangibles	**300**	194	154
Restructuring and transaction activities	**79**	(132)	36
Operating income	**1,179**	974	761
Other expense, net	**31**	155	25
Interest expense, net	**435**	329	259
Income before income taxes	**713**	490	477
Income tax expense	**154**	86	(19)
Net income	**$ 559**	$ 404	$ 496
Net income per share (refer to Note 13):			
Basic	**$ 4.22**	$ 3.08	$ 3.77
Diluted	**$ 4.14**	$ 3.00	$ 3.67

Berry Global Group, Inc.
Consolidated Statements of Comprehensive Income
(in millions of dollars)

	Fiscal years ended		
	September 26, 2020	September 28, 2019	September 29, 2018
Net income	**$ 559**	$ 404	$ 496
Currency translation	**1**	(104)	(127)
Pension and postretirement benefits	**(60)**	(43)	3
Derivative instruments	**(106)**	(83)	36
Other comprehensive loss, net of tax	**(165)**	(230)	(88)
Comprehensive income	**$ 394**	$ 174	$ 408

See notes to consolidated financial statements.

Berry Global Group, Inc.
Consolidated Balance Sheets
(in millions of dollars)

	September 26, 2020	September 28, 2019
Assets		
Current assets:		
Cash and cash equivalents	$ 750	$ 750
Accounts receivable	1,469	1,526
Inventories	1,268	1,324
Prepaid expenses and other current assets	168	157
Assets held for sale	162	—
Total current assets	3,817	3,757
Property, plant and equipment	4,561	4,714
Goodwill and intangible assets	7,670	7,831
Right-of-use assets	562	—
Other assets	91	167
Total assets	$ 16,701	$ 16,469
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	$ 1,115	$ 1,159
Accrued employee costs	324	214
Other current liabilities	644	562
Current portion of long-term debt	75	104
Liabilities held for sale	25	—
Total current liabilities	2,183	2,039
Long-term debt	10,162	11,261
Deferred income taxes	601	803
Employee benefit obligations	368	327
Operating lease liabilities	464	—
Other long-term liabilities	831	421
Total liabilities	14,609	14,851
Stockholders' equity:		
Common stock (133.6 and 132.3 shares issued, respectively)	1	1
Additional paid-in capital	1,034	949
Retained earnings	1,608	1,054
Accumulated other comprehensive loss	(551)	(386)
Total stockholders' equity	2,092	1,618
Total liabilities and stockholders' equity	$ 16,701	$ 16,469

See notes to consolidated financial statements.

Berry Global Group, Inc.
Consolidated Statements of Changes in Stockholders' Equity
(in millions of dollars)

	Common Stock	Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Total
Balance at September 30, 2017	$ 1	$ 826	$ (68)	$ 256	$ 1,015
Net income attributable to the Company	—	—	—	496	496
Other comprehensive loss	—	—	(88)	—	(88)
Share-based compensation	—	23	—	—	23
Proceeds from issuance of common stock	—	23	—	—	23
Common stock repurchased and retired	—	(2)	—	(33)	(35)
Balance at September 29, 2018	$ 1	$ 870	$ (156)	$ 719	$ 1,434
Net income attributable to the Company	—	—	—	404	404
Other comprehensive loss	—	—	(230)	—	(230)
Share-based compensation	—	27	—	—	27
Proceeds from issuance of common stock	—	55	—	—	55
Common stock repurchased and retired	—	(3)	—	(69)	(72)
Balance at September 28, 2019	$ 1	$ 949	$ (386)	$ 1,054	$ 1,618
Net income attributable to the Company	**—**	**—**	**—**	**559**	**559**
Other comprehensive loss	**—**	**—**	**(165)**	**—**	**(165)**
Share-based compensation	**—**	**33**	**—**	**—**	**33**
Proceeds from issuance of common stock	**—**	**30**	**—**	**—**	**30**
Acquisition[(a)]	**—**	**22**	**—**	**—**	**22**
Adoption of ASC 842	**—**	**—**	**—**	**(5)**	**(5)**
Balance at September 26, 2020	**$ 1**	**$ 1,034**	**$ (551)**	**$ 1,608**	**$ 2,092**

(a) Represents noncontrolling interest (refer to Note 2)

See notes to consolidated financial statements.

Berry Global Group, Inc.
Consolidated Statements of Cash Flows
(in millions of dollars)

	Fiscal years ended		
	September 26, 2020	September 28, 2019	September 29, 2018
Cash Flows from Operating Activities:			
Net income	**$ 559**	$ 404	$ 496
Adjustments to reconcile net cash from operating activities:			
Depreciation	**545**	419	384
Amortization of intangibles	**300**	194	154
Non-cash interest expense	**27**	1	4
Share-based compensation expense	**33**	27	23
Deferred income tax	**(96)**	(52)	(86)
Settlement of derivatives	**11**	19	30
Transaction activities	**—**	(38)	—
Other non-cash operating activities, net	**42**	(1)	16
Changes in operating assets and liabilities:			
Accounts receivable	**49**	150	(53)
Inventories	**48**	99	(79)
Prepaid expenses and other assets	**(12)**	14	18
Accounts payable and other liabilities	**24**	(35)	97
Net cash from operating activities	**1,530**	1,201	1,004
Cash Flows from Investing Activities:			
Additions to property, plant and equipment, net	**(583)**	(399)	(333)
Divestiture of business	**—**	326	—
Acquisition of business and purchase price derivatives	**(14)**	(6,178)	(702)
Settlement of net investment hedges	**281**	—	—
Net cash from investing activities	**(316)**	(6,251)	(1,035)
Cash Flows from Financing Activities:			
Proceeds from long-term borrowings	**1,202**	6,784	498
Repayment of long-term borrowings	**(2,436)**	(1,214)	(335)
Proceeds from issuance of common stock	**30**	55	23
Repurchase of common stock	**—**	(74)	(33)
Payment of tax receivable agreement	**—**	(38)	(37)
Debt financing costs	**(16)**	(87)	(3)
Net cash from financing activities	**(1,220)**	5,426	113
Effect of currency translation on cash	**6**	(7)	(7)
Net change in cash and cash equivalents	**—**	369	75
Cash and cash equivalents at beginning of period	**750**	381	306
Cash and cash equivalents at end of period	**$ 750**	$ 750	$ 381

See notes to consolidated financial statements.

1. Basis of Presentation and Summary of Significant Accounting Policies

Background

Berry Global Group, Inc. (“Berry,” “we,” or the “Company”) is a leading global supplier of a broad range of innovative non-woven, flexible, and rigid products used every day within consumer and industrial end markets.

Basis of Presentation

The Company’s consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the U.S. (“GAAP”) pursuant to the rules and regulations of the Securities and Exchange Commissions. Periods presented in these financial statements include fiscal periods ending September 26, 2020 (“fiscal 2020”), September 28, 2019 (“fiscal 2019”), and September 29, 2018 (“fiscal 2018”). The Company has recast certain prior period amounts to conform to current reporting. Fiscal 2020, fiscal 2019, and fiscal 2018 were fifty-two week periods. The Company has evaluated subsequent events through the date the financial statements were issued.

The consolidated financial statements include the accounts of Berry and its subsidiaries, all of which includes our wholly owned and majority owned subsidiaries. The Company has certain foreign subsidiaries that report on a calendar period basis which we consolidate into our respective fiscal period. Intercompany accounts and transactions have been eliminated in consolidation.

Revenue Recognition and Accounts Receivable

Our revenues are primarily derived from the sale of non-woven, flexible and rigid products to customers. Revenue is recognized when performance obligations are satisfied, in an amount reflecting the consideration to which the Company expects to be entitled. We consider the promise to transfer products to be our sole performance obligation. If the consideration agreed to in a contract includes a variable amount, we estimate the amount of consideration we expect to be entitled to in exchange for transferring the promised goods to the customer using the most likely amount method. Our main sources of variable consideration are customer rebates. The accrual for customer rebates was $104 million and $114 million at September 26, 2020 and September 28, 2019, respectively, and is included in Other current liabilities on the Consolidated Balance Sheets. The Company disaggregates revenue based on reportable business segment, geography, and significant product line. Refer to Note 12. Segment and Geographic Data for further information.

The Company has entered into various factoring agreements to sell certain receivables to third-party financial institutions. The transfer of receivables is accounted for as a sale, without recourse. Net sales available under qualifying U.S. based programs were $931 million and $940 million for the year ended September 26, 2020 and September 28, 2019, respectively. There were no amounts outstanding from financial institutions related to these programs. The fees associated with transfer of receivables for all programs were not material for any of the periods presented.

Purchases of Raw Materials and Concentration of Risk

The Company’s most significant raw material used in the production of its products is plastic resin. The largest supplier of the Company’s total resin material requirements represented approximately 13% of purchases in fiscal 2020. The Company uses a variety of suppliers to meet its resin requirements.

Research and Development

Research and development costs are expensed when incurred. The Company incurred research and development expenditures of $79 million, $50 million, and $45 million in fiscal 2020, 2019, and 2018, respectively.

Share-Based Compensation

The Company utilizes the Black-Scholes option valuation model for estimating the fair value of stock options and amortizes the estimated fair value on a straight-line basis over the requisite service period. The share-based compensation plan is more fully described in Note 11. Stockholders’ Equity.

Foreign Currency

For the non-U.S. subsidiaries that account in a functional currency other than U.S. dollars, assets and liabilities are translated into U.S. dollars using period-end exchange rates. Sales and expenses are translated at the average exchange rates in effect during the period. Foreign currency translation gains and losses are included as a component of Accumulated other comprehensive income (loss) within Stockholders' equity. Gains and losses resulting from foreign currency transactions are included in the Consolidated Statements of Income.

Cash and Cash Equivalents

All highly liquid investments purchased with a maturity of three months or less from the time of purchase are considered to be cash equivalents.

Allowance for Doubtful Accounts

The Company's customers are located principally throughout the U.S. and Europe, without significant concentration with any one customer. The Company performs periodic credit evaluations of its customers' financial condition and generally does not require collateral. The Company's accounts receivable and related allowance for doubtful accounts are analyzed in detail on a quarterly basis and all significant customers with delinquent balances are reviewed to determine future collectability. The allowance for doubtful accounts was $25 million and $28 million at September 26, 2020 and September 28, 2019, respectively.

Inventories

Inventories are stated at the lower of cost or net realizable value and are valued using the first-in, first-out method. Management periodically reviews inventory balances, using recent and future expected sales to identify slow-moving and/or obsolete items. The cost of spare parts is charged to cost of goods sold when purchased. We evaluate our reserve for inventory obsolescence on a quarterly basis and review inventory on-hand to determine future salability. We base our determinations on the age of the inventory and the experience of our personnel. We reserve inventory that we deem to be not salable in the quarter in which we make the determination. We believe, based on past history and our policies and procedures, that our net inventory is salable. Inventory as of fiscal 2020 and 2019 was:

Inventories:	**2020**	2019
Finished goods	**$ 708**	$ 743
Raw materials	**560**	581
	$ 1,268	$ 1,324

Property, Plant and Equipment

Property, plant and equipment are stated at cost. Depreciation is computed primarily by the straight-line method over the estimated useful lives of the assets ranging from 15 to 40 years for buildings and improvements, 2 to 20 years for machinery, equipment, and tooling, and over the term of the agreement for capital leases. Leasehold improvements are depreciated over the shorter of the useful life of the improvement or the lease term. Repairs and maintenance costs are charged to expense as incurred. Property, plant and equipment as of fiscal 2020 and 2019 was:

Property, plant and equipment:	**2020**	2019
Land, buildings and improvements	**$ 1,669**	$ 1,549
Equipment and construction in progress	**6,213**	6,090
	7,882	7,639
Less accumulated depreciation	**(3,321)**	(2,925)
	$ 4,561	$ 4,714

Long-lived Assets

Long-lived assets, including property, plant and equipment and definite lived intangible assets are reviewed for impairment in accordance with ASC 360, "Property, Plant and Equipment," whenever facts and circumstances indicate that the carrying amount may not be recoverable. Specifically, this process involves comparing an asset's carrying value to the estimated undiscounted future cash flows the asset is expected to generate over its remaining life. If this process were to result in the conclusion that the carrying value of a long-lived asset would not be recoverable, a write-down of the asset to fair value would be recorded through a charge to operations.

Goodwill

The changes in the carrying amount of goodwill by reportable segment are as follows:

	Consumer Packaging International	Consumer Packaging North America	Engineered Materials	Health, Hygiene & Specialties	Total
Balance as of fiscal 2018	$ 46	$ 1,409	$ 629	$ 860	$ 2,944
Foreign currency translation adjustment	(73)	(1)	—	7	(67)
Acquisitions	1,705	500	9	2	2,216
Dispositions	—	—	—	(42)	(42)
Balance as of fiscal 2019	$ 1,678	$ 1,908	$ 638	$ 827	$ 5,051
Foreign currency translation adjustment	**32**	**—**	**—**	**(16)**	**16**
Final RPC purchase price valuation	**303**	**(151)**	**7**	**—**	**159**
Held for sale	**—**	**—**	**(40)**	**(13)**	**(53)**
Balance as of fiscal 2020	**$ 2,013**	**$ 1,757**	**$ 605**	**$ 798**	**$ 5,173**

In fiscal year 2020, the Company completed a step 1 quantitative test to evaluate impairment of goodwill. The fair value for each reporting unit is estimated based on a market approach and a discounted cash flow analysis and is reconciled back to the current market capitalization for Berry to ensure that the implied control premium is reasonable. Our forecasts included long-term growth of 3% and modest margin expansion attributed to capital investments, and discount rates ranging from 9.0% to 11.5% being applied to the forecasted cash flows. As a result of our annual impairment evaluations the Company concluded that no impairment existed in fiscal 2020. However, future declines in valuation market multiples, sustained lower earnings, or macroeconomic challenges could impact future impairment tests.

The Company has recognized cumulative goodwill impairment charges of $165 million, which occurred in fiscal 2011.

Deferred Financing Fees

Deferred financing fees are amortized to interest expense using the effective interest method over the lives of the respective debt agreements. Pursuant to ASC 835-30, the Company presents $85 million and $112 million as of fiscal 2020 and fiscal 2019, respectively, of debt issuance and deferred financing costs on the balance sheet as a deduction from the carrying amount of the related debt liability instead of a deferred charge.

Intangible Assets

Customer relationships are being amortized using an accelerated amortization method which corresponds with the customer attrition rates used in the initial valuation of the intangibles over the estimated life of the relationships which range from 5 to 17 years. Definite lived trademarks are being amortized using the straight-line method over the estimated life of the assets which are not more than 15 years. Other intangibles, which include technology and licenses, are being amortized using the straight-line method over the estimated life of the assets which range from 5 to 14 years. The Company has trademarks that total $248 million that are indefinite lived and we test annually for impairment on the first day of the fourth quarter. We completed the annual impairment test of our indefinite lived trade names utilizing the relief from royalty method and noted no impairment in fiscal 2020, 2019 and 2018.

	Customer Relationships	Trademarks	Other Intangibles	Accumulated Amortization	Total
Balance as of fiscal 2018	$ 1,882	$ 293	$ 185	$ (1,020)	$ 1,340
Foreign currency translation adjustment	(56)	(4)	(2)	4	(58)
Amortization expense	—	—	—	(194)	(194)
Acquisition intangibles	1,590	108	(22)	16	1,692
Netting of fully amortized intangibles	(9)	—	—	9	—
Balance as of fiscal 2019	$ 3,407	$ 397	$ 161	$ (1,185)	$ 2,780
Foreign currency translation adjustment	**53**	**7**	**3**	**(2)**	**61**
Amortization expense	**—**	**—**	**—**	**(300)**	**(300)**
Final RPC purchase price valuation	**(137)**	**118**	**(25)**	**—**	**(44)**
Netting of fully amortized intangibles	**—**	**—**	**(10)**	**10**	**—**
Balance as of fiscal 2020	**$ 3,323**	**$ 522**	**$ 129**	**$ (1,477)**	**$ 2,497**

Insurable Liabilities

The Company records liabilities for the self-insured portion of workers' compensation, health, product, general and auto liabilities. The determination of these liabilities and related expenses is dependent on claims experience. For most of these liabilities, claims incurred but not yet reported are estimated based upon historical claims experience.

Income Taxes

The Company accounts for income taxes under the asset and liability approach, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequence of events that have been recognized in the Company's financial statements or income tax returns. Income taxes are recognized during the period in which the underlying transactions are recorded. Deferred taxes, with the exception of non-deductible goodwill, are provided for temporary differences between amounts of assets and liabilities as recorded for financial reporting purposes and such amounts as measured by tax laws. If the Company determines that a deferred tax asset arising from temporary differences is not likely to be utilized, the Company will establish a valuation allowance against that asset to record it at its expected realizable value. The Company recognizes uncertain tax positions when it is more likely than not that the tax position will be sustained upon examination by relevant taxing authorities, based on the technical merits of the position. The amount recognized is measured as the largest amount of benefit that is greater than 50% likely of being realized upon ultimate settlement. The Company's effective tax rate is dependent on many factors including: the impact of enacted tax laws in jurisdictions in which the Company operates; the amount of earnings by jurisdiction, due to varying tax rates in each country; and the Company's ability to utilize foreign tax credits related to foreign taxes paid on foreign earnings that will be remitted to the U.S.

Comprehensive Income (Loss)

Comprehensive income (loss) is comprised of net income and other comprehensive income (loss). Other comprehensive income (losses) include net unrealized gains or losses resulting from currency translations of foreign subsidiaries, changes in the value of our derivative instruments and adjustments to the pension liability.

The accumulated balances related to each component of other comprehensive income (loss), net of tax before reclassifications were as follows:

	Currency Translation	Defined Benefit Pension and Retiree Health Benefit Plans	Derivative Instruments	Accumulated Other Comprehensive Loss
Balance as of fiscal 2017	$ (48)	$ (16)	$ (4)	$ (68)
Other comprehensive income (loss)	(127)	9	33	(85)
Net amount reclassified from accumulated other comprehensive income (loss)	—	(6)	3	(3)
Balance as of fiscal 2018	$ (175)	$ (13)	$ 32	$ (156)
Other comprehensive income (loss)	(104)	9	(107)	(202)
Net amount reclassified from accumulated other comprehensive income (loss) [(a)]	—	(52)	24	(28)
Balance as of fiscal 2019	$ (279)	$ (56)	$ (51)	$ (386)
Other comprehensive income (loss)	**1**	**3**	**(137)**	**(133)**
Net amount reclassified from accumulated other comprehensive income (loss)	—	**(63)**	**31**	**(32)**
Balance as of fiscal 2020	**$ (278)**	**$ (116)**	**$ (157)**	**$ (551)**

(a) Refer to Note 4. Financial Instruments and Fair Value Measurements and Note 8. Retirement Plans for further information.

Pension

Pension benefit costs include assumptions for the discount rate, retirement age, and expected return on plan assets. Retiree medical plan costs include assumptions for the discount rate, retirement age, and health-care-cost trend rates. Periodically, the Company evaluates the discount rate and the expected return on plan assets in its defined benefit pension and retiree health benefit plans. In evaluating these assumptions, the Company considers many factors, including an evaluation of the discount rates, expected return on plan assets and the health-care-cost trend rates of other companies; historical assumptions compared with actual results; an analysis of current market conditions and asset allocations; and the views of advisers.

Net Income Per Share

The Company calculates basic net income per share based on the weighted-average number of outstanding common shares. The Company calculates diluted net income per share based on the weighted-average number of outstanding common shares plus the effect of dilutive securities.

Use of Estimates

The preparation of the financial statements in conformity with U.S. generally accepted accounting principles requires management to make extensive use of estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities and the reported amounts of sales and expenses. Actual results could differ materially from these estimates. Changes in estimates are recorded in results of operations in the period that the event or circumstances giving rise to such changes occur.

Recently Issued Accounting Pronouncements

Leases

Effective September 29, 2019, the Company adopted ASU 2016-02, Leases (Topic 842), including all related amendments, using the modified retrospective approach and recognized the cumulative effect of adoption to retained earnings. Under the new standard, the lessee of an operating lease is required to do the following: 1) recognize a right-of-use asset and a lease liability in the statement of financial position, 2) recognize a single lease cost allocated over the lease term generally on a straight-line basis, and 3) classify all cash payments within operating activities on the statement of cash flows. Refer to Note 6. Commitments, Leases and Contingencies for further information.

Credit Losses

In June 2016, the FASB issued ASU 2016-13, Financial Instruments - Credit Losses (Topic 326) and issued subsequent amendments to the initial guidance. The new standard requires entities to measure all expected credit losses for most financial assets held at the reporting date based on an expected loss model, which includes historical experience, current conditions, and reasonable and supportable forecasts. The new standard also requires enhanced disclosure. The new standard will be effective for the Company beginning in fiscal 2021. The Company has completed its evaluation of this new standard and has determined that it will not have a material impact on our consolidated financial statements.

Defined Benefit Plans

In August 2018, the FASB issued ASU 2018-14, Changes to the Disclosure Requirements for Defined Benefit Plans. The new standard removes requirements to disclose the amounts in accumulated other comprehensive income expected to be recognized as components of net periodic benefit cost over the next fiscal year and the effects of a one-percentage-point changes in assumed health care cost trend rates. The standard also adds requirements to disclose the reasons for significant gains and losses related to changes in the benefit obligations for the period and the accumulated benefit obligation (ABO) for plans with ABOs in excess of plan assets. The new standard will be effective for the Company beginning in fiscal 2022. The Company is currently evaluating the impact of the adoption of this standard to our disclosures.

Income Taxes

In December 2019, the FASB issued ASU 2019-12, Income Taxes - Simplifying the Accounting for Income Taxes (Topic 740). The new guidance eliminates certain exceptions related to the approach for intraperiod tax allocation, the methodology for calculating income taxes in an interim period and the recognition of deferred tax liabilities for outside basis differences. It also clarifies and simplifies other aspects of the accounting for income taxes. The new standard will be effective for the Company beginning fiscal 2022. The Company is currently evaluating the impact of the adoption of this new standard.

Reference Rate Reform

In March 2020, the FASB issued ASU 2020-04, Reference Rate Reform - Facilitation of the Effects of Reference Rate Reform on Financial Reporting (Topic 848). This standard provides temporary optional expedients and exceptions to the GAAP guidance on contract modifications and hedge accounting to ease the financial reporting burdens of the expected market transition from LIBOR and other interbank offered rates to alternative reference rates, such as SOFR. ASU 2020-04 is effective upon issuance and generally can be applied through the end of calendar year 2022. The Company is currently evaluating the impact and whether it plans to adopt the optional expedients and exceptions provided under this new standard.

2. Acquisitions and Dispositions

RPC Group Plc

In July 2019, the Company completed the acquisition of the entire outstanding share capital of RPC Group Plc ("RPC"), for aggregate consideration of $6.1 billion. RPC is a leading plastic product design and engineering company for packaging and select non-packaging markets, with 189 sites in 34 countries. RPC develops and manufactures a diverse range of products for a wide variety of customers, including many household names, and enjoys strong market positions in many of the end markets it serves and the geographical areas in which it operates. It uses a wide range of polymer conversion techniques in both rigid and flexible plastics manufacturing, and is one of the largest plastic converters in Europe. The Consumer Packaging International segment primarily consists of the international based facilities, with the remaining U.S. based facilities operated within the Consumer Packaging North America segment. The results of RPC have been included in the consolidated results of the Company since the date of the acquisition.

The acquisition has been accounted for under the purchase method of accounting. Under this method, the assets acquired and liabilities assumed have been recorded based on fair values as of the acquisition date. The Company has recognized goodwill on this transaction primarily as a result of expected cost synergies, and expects goodwill to be partially deductible for tax purposes.

The preliminary purchase price allocation has been updated for certain measurement period adjustments based on the final valuation resulting in a $70 million increase in working capital, a $201 million decrease in property, plant and equipment, a $135 million decrease in customer relationships, a $93 million net increase in trade names and other intangibles, a $51 million decrease in deferred tax liabilities, and a $22 million increase in noncontrolling interest. These adjustments resulted in corresponding adjustments to goodwill.

The following table summarizes the final purchase price allocation (in millions):

Consideration	
Cash	$ 6,084
Total consideration transferred	6,084
Identifiable assets acquired and liabilities assumed	
Working capital[(a)]	770
Property, plant and equipment	2,174
Identifiable intangible assets	1,670
Other assets	2
Other long-term liabilities	(875)
Goodwill	2,365
Net assets acquired and liabilities assumed	6,106
Noncontrolling interest	(22)
Total consideration transferred	$ 6,084

(a) Includes a $58 million step up of inventory to fair value

To finance the purchase, the Company issued $1,250 million aggregate principal amount of first priority senior secured notes due 2026, $500 million aggregate principal amount of second priority senior secured notes due 2027, and entered into incremental term loans due July 2026, to fund the remainder of the purchase price.

When including RPC results for the periods prior to the acquisition date, unaudited pro forma net sales and net income were $12.6 billion and $465 million, respectively, for fiscal 2019. The unaudited pro forma net sales and net income assume that the RPC acquisition had occurred as of the beginning of the period.

Seal For Life

In July 2019, the Company completed the sale of its Seal For Life ("SFL") business which was operated in our Health, Hygiene & Specialties reporting segment for net proceeds of $325 million. A pretax gain on sale of $214 million was recorded in fiscal 2019, within Restructuring and transaction activities on the Consolidated Statements of Income. SFL recorded $96 million in net sales during fiscal 2019.

3. Long-Term Debt

Long-term debt consists of the following:

Facility	Maturity Date	September 26, 2020	September 28, 2019
Term loan	October 2022	**$ 1,545**	$ 1,545
Term loan	January 2024	**448**	489
Term loan	July 2026	**4,208**	4,250
Revolving line of credit	May 2024	**—**	—
6.00% Second Priority Senior Secured Notes	October 2022	**200**	400
5.125% Second Priority Senior Secured Notes	July 2023	**300**	700
1.00% First Priority Senior Secured Notes[(a)]	July 31, 2025	**814**	—
4.50% Second Priority Senior Secured Notes	February 2026	**500**	500
4.875% First Priority Senior Secured Notes	July 2026	**1,250**	1,250
5.625% Second Priority Senior Secured Notes	July 2027	**500**	500
1.50% First Priority Senior Secured Notes[(a)]	July 31, 2027	**436**	—
Debt discounts and deferred fees		**(85)**	(112)
Finance leases and other	Various	**121**	167
Retired debt	Various	**—**	1,676
Total long-term debt		**10,237**	11,365
Current portion of long-term debt		**(75)**	(104)
Long-term debt, less current portion		**$ 10,162**	$ 11,261

(a) Euro denominated

Fiscal 2020 Activity

In January 2020, the Company (i) issued €700 million aggregate principal amount of 1.00% first priority senior secured notes due 2025 and €375 million aggregate principal amount of 1.50% first priority senior secured notes due 2027 (the "Euro notes") and (ii) refinanced its existing $4.25 billion Term loan maturing in July 2026, resulting in a 50 basis point interest rate reduction. The proceeds of the Euro notes were used to prepay the entire outstanding amount of our existing euro denominated Term loan. Debt extinguishment costs of $18 million, primarily compromised of deferred debt discount and financing fees, were recorded in Other expense, net on the Consolidated Statements of Income upon the extinguishment of the euro Term loan.

Berry Global, Inc. Senior Secured Credit Facility

Our wholly owned subsidiary Berry Global, Inc.'s senior secured credit facilities consist of $6.2 billion of term loans and an $850 million asset-based revolving line of credit. The availability under the revolving line of credit is the lesser of $850 million or based on a defined borrowing base which is calculated based on available accounts receivable and inventory.

The term loan facility requires minimum quarterly principal payments, with the remaining amount payable upon maturity. The Company may voluntarily repay outstanding loans under the senior secured credit facilities at any time without premium or penalty, other than customary "breakage" costs with respect to eurodollar loans. All obligations under the senior secured credit facilities are unconditionally guaranteed by the Company and, subject to certain exceptions, each of the Company's existing and future direct and indirect domestic subsidiaries. The guarantees of those obligations are secured by substantially all of the Company's assets as well as those of each domestic subsidiary guarantor.

Despite not having financial maintenance covenants, our debt agreements contain certain negative covenants. We are in compliance with all covenants as of September 26, 2020. The failure to comply with these negative covenants could restrict our ability to incur additional indebtedness, effect acquisitions, enter into certain significant business combinations, make distributions or redeem indebtedness.

Future maturities of long-term debt as of fiscal year end 2020 are as follows:

Fiscal Year		Maturities
2021	$	75
2022		75
2023		1,811
2024		785
2025		864
Thereafter		6,712
	$	10,322

Interest paid was $430 million, $330 million, and $253 million in fiscal 2020, 2019, and 2018, respectively.

Debt discounts and deferred financing fees are presented net of Long-term debt, less the current portion in the Consolidated Balance Sheet and are amortized to Interest expense through maturity.

4. Financial Instruments and Fair Value Measurements

In the normal course of business, the Company is exposed to certain risks arising from business operations and economic factors. The Company may use derivative financial instruments to help manage market risk and reduce the exposure to fluctuations in interest rates and foreign currencies. These financial instruments are not used for trading or other speculative purposes. For those derivative instruments that are designated and qualify as hedging instruments, the Company must designate the hedging instrument, based upon the exposure being hedged, as a fair value hedge, cash flow hedge, or a hedge of a net investment in a foreign operation.

To the extent hedging relationships are found to be effective, changes in the fair value of the derivatives are offset by changes in the fair value of the related hedged item and recorded to Accumulated other comprehensive loss. Any identified ineffectiveness, or changes in the fair value of a derivative not designated as a hedge, are recorded to the Consolidated Statements of Income.

Cross-Currency Swaps

The Company is party to certain cross-currency swaps to hedge a portion of our foreign currency risk. The swap agreements mature May 2022 (€250 million), June 2024 (€1,625 million) and July 2027 (£700 million). In addition to the cross-currency swaps, we hedge a portion of our foreign currency risk by designating foreign currency denominated long-term debt as net investment hedges of certain foreign operations. As of September 26, 2020, we had outstanding long-term debt of €785 million that was designated as a hedge of our net investment in certain euro-denominated foreign subsidiaries. When valuing cross-currency swaps, the Company utilizes Level 2 inputs (substantially observable).

During fiscal 2020, the Company entered into transactions to cash settle existing cross-currency swaps and received proceeds of $281 million. The swap settlement impact has been included as a component of Currency translation within Accumulated other comprehensive loss. Following the settlement of the existing cross-currency swaps, we entered into new cross-currency swaps with matching notional amounts and maturity dates of the original swaps.

Interest Rate Swaps

The primary purpose of the Company's interest rate swap activities is to manage interest expense variability associated with our outstanding variable rate term loan debt. When valuing interest rate swaps the Company utilizes Level 2 inputs (substantially observable).

During fiscal 2019, the Company entered into (i) a $400 million interest rate swap transaction that swaps a one-month variable LIBOR contract for a fixed annual rate of 2.533% with an effective date of February 2019 and expiration in July 2023; (ii) a $884 million interest rate swap transaction that swaps a one-month variable LIBOR contract for a fixed annual rate of 1.857%, with an effective date in July 2019 and expiration in June 2024, and (iii) a $473 million interest rate swap transaction that swaps a one-month variable LIBOR contract for a fixed annual rate of 2.050%, with an effective date in July 2019 and expiration in June 2024.

During fiscal 2020, the Company entered into transactions to extend and recoupon its existing interest rate swaps. As of September 26, 2020, the Company effectively had (i) a $450 million interest rate swap transaction that swaps a one-month variable LIBOR contract for a fixed annual rate of 1.398%, with an expiration date in June 2026, (ii) a $1 billion interest rate swap transaction that swaps a one-month variable LIBOR contract for a fixed annual rate of 1.835% with an expiration date in June 2026, (iii) a $400 million interest rate swap transaction that swaps a one-month variable LIBOR contract for a fixed annual rate of 1.916% with an expiration date in June 2026, (iv) an $884 million interest rate swap transaction that swaps a one-month variable LIBOR contract for a fixed annual rate of 1.857%, with an expiration in June 2024, and (v) a $473 million interest rate swap transaction that swaps a one-month variable LIBOR contract for a fixed annual rate of 2.050%, with an expiration in June 2024.

The Company records the fair value positions of all derivative financial instruments on a net basis by counterparty for which a master netting arrangement is utilized. Balances on a gross basis are as follows:

Derivatives Instruments	**Hedge Designation**	**Balance Sheet Location**	**2020**	2019
Cross-currency swaps	Designated	Other assets	**$ —**	$ 88
Cross-currency swaps	Designated	Other long-term liabilities	**270**	—
Interest rate swaps	Designated	Other long-term liabilities	**226**	81

The effect of the Company's derivative instruments on the Consolidated Statements of Income is as follows:

		Fiscal years ended		
Derivatives instruments	**Statements of Income Location**	**September 26, 2020**	September 28, 2019	September 29, 2018
Cross-currency swaps [(a)]	Interest expense, net	**$ (25)**	$ (19)	$ (5)
Cross-currency swaps [(b)]	Other expense, net	**—**	41	—
Foreign exchange forward contracts	Other expense, net	**—**	99	—
Interest rate swaps	Interest expense, net	**32**	2	(1)

(a) Designated
(b) Not designated

The amortization related to unrealized losses in Accumulated other comprehensive loss is expected to be $5 million in the next 12 months. The Company's financial instruments consist primarily of cash and cash equivalents, long-term debt, interest rate swap agreements, cross-currency swap agreements and capital lease obligations. The fair value of our long-term indebtedness exceeded book value by $26 million as of fiscal 2020, and $77 million as of fiscal 2019. The Company's long-term debt fair values were determined using Level 2 inputs as other significant observable inputs were not available.

Non-recurring Fair Value Measurements

The Company has certain assets that are measured at fair value on a non-recurring basis when impairment indicators are present or when the Company completes an acquisition. The Company adjusts certain long-lived assets to fair value only when the carrying values exceed the fair values. The categorization of the framework used to value the assets is considered Level 3, due to the subjective nature of the unobservable inputs used to determine the fair value. These assets that are subject to our annual impairment analysis primarily include our definite lived and indefinite lived intangible assets, including goodwill and our property, plant and equipment. The Company reviews goodwill and other indefinite lived assets for impairment as of the first day of the fourth fiscal quarter each year, and more frequently if impairment indicators exist. The Company determined goodwill and other indefinite lived assets were not impaired in our annual fiscal 2020, 2019, and 2018 assessments.

Included in the following tables are the major categories of assets and their current carrying values that were measured at fair value on a non-recurring basis in the current year, along with the impairment loss recognized on the fair value measurement for the fiscal years then ended:

	As of the end of fiscal 2020				
	Level 1	**Level 2**	**Level 3**	**Total**	**Impairment**
Indefinite lived trademarks	**$ —**	**$ —**	**$ 248**	**$ 248**	**$ —**
Goodwill	**—**	**—**	**5,173**	**5,173**	**—**
Definite lived intangible assets	**—**	**—**	**2,249**	**2,249**	**—**
Property, plant and equipment	**—**	**—**	**4,561**	**4,561**	**2**
Total	**$ —**	**$ —**	**$ 12,231**	**$ 12,231**	**$ 2**

	As of the end of fiscal 2019				
	Level 1	Level 2	Level 3	Total	Impairment
Indefinite lived trademarks	$ —	$ —	$ 248	$ 248	$ —
Goodwill	—	—	5,051	5,051	—
Definite lived intangible assets	—	—	2,532	2,532	—
Property, plant and equipment	—	—	4,714	4,714	8
Total	$ —	$ —	$ 12,545	$ 12,545	$ 8

	As of the end of fiscal 2018				
	Level 1	Level 2	Level 3	Total	Impairment
Indefinite lived trademarks	$ —	$ —	$ 248	$ 248	$ —
Goodwill	—	—	2,944	2,944	—
Definite lived intangible assets	—	—	1,092	1,092	—
Property, plant and equipment	—	—	2,488	2,488	—
Total	$ —	$ —	$ 6,772	$ 6,772	$ —

5. Goodwill and Intangible Assets

The following table sets forth the gross carrying amount and accumulated amortization of the Company's goodwill and intangible assets as of the fiscal years ended:

	2020	2019	**Amortization Period**
Goodwill	**$ 5,173**	$ 5,051	Indefinite lived
Customer relationships	**3,323**	3,407	5 – 17 years
Trademarks (indefinite lived)	**248**	248	Indefinite lived
Trademarks (definite lived)	**274**	149	Not more than 15 years
Other intangibles	**129**	161	5 – 14 years
Accumulated amortization	**(1,477)**	(1,185)	
Intangible assets, net	**2,497**	2,780	
Total goodwill and intangible assets, net	**$ 7,670**	$ 7,831	

Future amortization expense for definite lived intangibles as of fiscal 2020 for the next five fiscal years is $280 million, $258 million, $244 million, $231 million, and $219 million each year for fiscal years ending 2021, 2022, 2023, 2024, and 2025, respectively.

6. Commitments, Leases and Contingencies

The Company has various purchase commitments for raw materials, supplies and property and equipment incidental to the ordinary conduct of business.

Collective Bargaining Agreements

At the end of fiscal 2020, we employed approximately 47,000 employees, and approximately 20% of those employees were covered by collective bargaining agreements. The majority of these agreements are due for renegotiation in fiscal 2021. Our relations with employees under collective bargaining agreements remain satisfactory and there have been no significant work stoppages or other labor disputes during the past three years.

Leases

During the first quarter of fiscal 2020, the Company adopted ASU 2016-02, Leases (Topic 842). The Company leases certain manufacturing facilities, warehouses, office space, manufacturing equipment, office equipment, and automobiles.

Under the new standard, we recognize right-of-use assets and lease liabilities for leases with original lease terms greater than one year based on the present value of lease payments over the lease term using our incremental borrowing rate on a collateralized basis. Short-term leases, with original lease terms of less than one year, are not recognized on the balance sheet. We are party to certain leases, namely for manufacturing facilities, which offer renewal options to extend the original lease term. Renewal options are included in the right-of-use asset and lease liability based on our assessment of the probability that the options will be exercised.

We have elected the package of practical expedients which allows the Company to not reassess: (i) whether any expired or existing contracts are or contain leases, (ii) lease classification for any expired or existing leases, and (iii) initial direct costs for any existing leases. Additionally, we have elected the practical expedient to not separate lease and non-lease components for all asset classes.

Supplemental lease information is as follows:

Leases	**Classification**		**2020**
Assets			
Operating lease right-of-use assets	Right-of-use asset	**$**	**562**
Finance lease right-of-use assets	Property, plant, and equipment, net		**78**
Current liabilities			
Operating lease liabilities	Other current liabilities	**$**	**115**
Finance lease liabilities	Current portion of long-term debt		**17**
Non-current liabilities			
Operating lease liabilities	Operating lease liability	**$**	**464**
Finance lease liabilities	Long-term debt, less current portion		**59**

Lease cost		2020
Operating lease cost	$	120
Finance lease cost:		
Amortization of right-of-use assets		24
Interest on lease liabilities		3
Total finance lease cost		27
Short-term lease cost		27
Total lease cost	$	174

Cash paid for amounts included in lease liabilities		2020
Operating cash flows from operating leases	$	120
Operating cash flows from finance leases		3
Financing cash flows from finance leases		38

	2020
Weighted-average remaining lease term - operating leases	8 years
Weighted-average remaining lease term - finance leases	4 years
Weighted-average discount rate - operating leases	4.6%
Weighted-average discount rate - finance leases	3.8%

Right-of-use assets obtained in exchange for new operating lease liabilities were $44 million for fiscal 2020.

At September 26, 2020, annual lease commitments were as follows:

Fiscal Year	Operating Leases	Finance Leases
2021	**$ 118**	**$ 20**
2022	**103**	**23**
2023	**87**	**17**
2024	**72**	**7**
2025	**67**	**6**
Thereafter	**256**	**13**
Total lease payments	**703**	**86**
Less: Interest	**(124)**	**(10)**
Present value of lease liabilities	**$ 579**	**$ 76**

Litigation

The Company is party to various legal proceedings involving routine claims which are incidental to its business. Although the Company's legal and financial liability with respect to such proceedings cannot be estimated with certainty, the Company believes that any ultimate liability would not be material to its financial position, results of operations or cash flows.

7. Income Taxes

The Company is being taxed at the U.S. corporate level as a C-Corporation and has provided U.S. Federal, State and foreign income taxes. Significant components of income tax expense for the fiscal years ended are as follows:

	2020	2019	2018
Current			
U.S.			
Federal	**$ 84**	$ 60	$ 19
State	**12**	11	8
Non-U.S.	**154**	67	40
Total current	**250**	138	67
Deferred:			
U.S.			
Federal	**(29)**	(47)	(72)
State	**(13)**	(3)	12
Non-U.S.	**(54)**	(2)	(26)
Total deferred	**(96)**	(52)	(86)
Expense for income taxes	**$ 154**	$ 86	$ (19)

U.S. income from continuing operations before income taxes was $206 million, $229 million, and $373 million for fiscal 2020, 2019, and 2018, respectively. Non-U.S. income from continuing operations before income taxes was $507 million, $261 million, and $104 million for fiscal 2020, 2019, and 2018, respectively. The Company paid cash taxes of $243 million, $115 million, and $60 million in fiscal 2020, 2019, and 2018, respectively.

The reconciliation between U.S. Federal income taxes at the statutory rate and the Company's benefit for income taxes on continuing operations for fiscal years ended are as follows:

	2020	2019	2018
U.S. Federal income tax expense at the statutory rate	$ 150	$ 103	$ 117
Adjustments to reconcile to the income tax provision:			
U.S. state income tax expense	6	9	12
Federal and state credits	(14)	(8)	(7)
Share-based compensation	(4)	(12)	(8)
Tax Cuts and Jobs Act	—	—	(124)
Withholding taxes	15	—	—
Changes in foreign valuation allowance	(8)	13	(10)
Foreign income taxed in the U.S.	9	3	—
Manufacturing tax benefits	—	—	(6)
Rate differences between U.S. and foreign	(6)	7	3
Sale of subsidiary	—	(38)	—
Other	6	9	4
Expense for income taxes	$ 154	$ 86	$ (19)

Deferred income taxes result from temporary differences between the amount of assets and liabilities recognized for financial reporting and tax purposes. The components of the net deferred income tax liability as of fiscal years ended are as follows:

	2020	2019
Deferred tax assets:		
Allowance for doubtful accounts	$ 3	$ 3
Deferred gain on sale-leaseback	5	5
Accrued liabilities and reserves	104	64
Inventories	10	9
Net operating loss carryforward	291	348
Interest expense carryforward	28	35
Derivatives	127	—
Lease liability	147	—
Research and development credit carryforward	11	12
Federal and state tax credits	14	11
Other	33	40
Total deferred tax assets	773	527
Valuation allowance	(150)	(141)
Total deferred tax assets, net of valuation allowance	623	386
Deferred tax liabilities:		
Property, plant and equipment	429	487
Intangible assets	588	597
Leased asset	142	—
Included in held for sale	(4)	—
Other	15	63
Total deferred tax liabilities	1,170	1,147
Net deferred tax liability	$ (547)	$ (761)

The Company had $54 million of net deferred tax assets recorded in Other assets, and $601 million of net deferred tax liabilities recorded in Deferred income taxes on the Consolidated Balance Sheets.

As of September 26, 2020, the Company has recorded deferred tax assets related to federal, state, and foreign net operating losses, interest expense, and tax credits. These attributes are spread across multiple jurisdictions and generally have expiration periods beginning in 2020 while a portion remains available indefinitely. Each attribute has been assessed for realization and a valuation allowance is recorded against the deferred tax assets to bring the net amount recorded to the amount more likely than not to be realized. The valuation allowance against deferred tax assets was $150 million and $141 million as of the fiscal years ended 2020 and 2019, respectively, related to the foreign and U.S. federal and state operations.

The Company is permanently reinvested except to the extent the foreign earnings are previously taxed or to the extent that we have sufficient basis in our non-U.S. subsidiaries to repatriate earnings on an income tax free basis.

Uncertain Tax Positions

The following table summarizes the activity related to our gross unrecognized tax benefits for fiscal years ended:

	2020	2019
Beginning unrecognized tax benefits	**$ 165**	$ 74
Gross increases – tax positions in prior periods	**13**	2
Gross decreases - tax positions in prior periods	**(12)**	—
Gross increases – current period tax positions	**—**	6
Gross increases – from RPC acquisition	**7**	88
Settlements	**(1)**	(1)
Lapse of statute of limitations	**(4)**	(4)
Ending unrecognized tax benefits	**$ 168**	$ 165

As of fiscal year end 2020, the amount of unrecognized tax benefit that, if recognized, would affect our effective tax rate was $161 million and we had $40 million accrued for payment of interest and penalties related to our uncertain tax positions. Our penalties and interest related to uncertain tax positions are included in income tax expense.

As a result of global operations, we file income tax returns in the U.S. federal, various state and local, and foreign jurisdictions and are routinely subject to examination by taxing authorities throughout the world. Excluding potential adjustments to net operating losses, the U.S. federal and state income tax returns are no longer subject to income tax assessments for years before 2016. With few exceptions, the major foreign jurisdictions are no longer subject to income tax assessments for year before 2014.

8. Retirement Plans

The Company sponsors defined contribution 401(k) retirement plans covering substantially all employees. Contributions are based upon a fixed dollar amount for employees who participate and percentages of employee contributions at specified thresholds. Contribution expense for these plans was $40 million, $26 million, and $20 million for fiscal 2020, 2019, and 2018, respectively.

The North American defined benefit pension plans, which cover certain manufacturing facilities, are closed to future entrants. The majority of the retirement benefit obligations in the United Kingdom ("UK") are defined benefit pension plans, and are closed to future entrants. The assets of all the plans are held in a separate trustee administered fund to meet long-term liabilities for past and present employees.

Most of the Company's German operations provide non-contributory pension plans. There is no external funding for these plans although they are secured by insolvency insurance required under German law. In general, the plans provide a fixed retirement benefit not related to salaries and are closed to new entrants. Germany represents $97 million of Mainland Europe's total underfunded status.

The net amount of liability recognized is included in Employee Benefit Obligations on the Consolidated Balance Sheets. The Company uses fiscal year end as a measurement date for the retirement plans.

	Fiscal 2020				Fiscal 2019			
Change in Projected Benefit Obligations (PBO)	North America	UK	Mainland Europe	**Total**	North America	UK	Mainland Europe	Total
Beginning of period	**$ 344**	**$827**	**$ 206**	**$ 1,377**	$ 307	$ —	$ —	$ 307
Acquisition	**—**	**—**	**—**	**—**	—	810	209	1,019
Service cost	**—**	**—**	**1**	**1**	—	—	2	2
Interest cost	**10**	**15**	**1**	**26**	12	4	1	17
Currency	**—**	**31**	**13**	**44**	—	(24)	(10)	(34)
Actuarial loss (gain)	**30**	**41**	**(7)**	**64**	42	44	8	94
Benefit settlements	**(6)**	**—**	**(16)**	**(22)**	—	—	—	—
Benefits paid	**(17)**	**(26)**	**(6)**	**(49)**	(17)	(7)	(4)	(28)
End of period	**$ 361**	**$888**	**$ 192**	**$ 1,441**	$ 344	$ 827	$ 206	$ 1,377

	Fiscal 2020				Fiscal 2019			
Change in Fair Value of Plan Assets	North America	UK	Mainland Europe	**Total**	North America	UK	Mainland Europe	Total
Beginning of period	**$ 269**	**$ 729**	**$ 67**	**$ 1,065**	$ 277	$ —	$ —	$ 277
Acquisition	**—**	**—**	**—**	**—**	—	702	70	772
Currency	**—**	**27**	**4**	**31**	—	(22)	(3)	(25)
Return on assets	**22**	**21**	**(2)**	**41**	9	51	2	62
Contributions	**—**	**18**	**7**	**25**	—	5	2	7
Benefit settlements	**(6)**	**—**	**(16)**	**(22)**	—	—	—	—
Benefits paid	**(17)**	**(26)**	**(6)**	**(49)**	(17)	(7)	(4)	(28)
End of period	**$ 268**	**$ 769**	**$ 54**	**$ 1,091**	$ 269	$ 729	$ 67	$ 1,065
Underfunded status	**$ (93)**	**$ (119)**	**$ (138)**	**$ (350)**	$ (75)	$ (98)	$ (139)	$ (312)

At the end of fiscal 2020, the Company had $180 million of net unrealized losses recorded in Accumulated other comprehensive loss on the Consolidated Balance Sheets. The Company expects $8 million to be realized in fiscal 2021.

The following table presents significant weighted-average assumptions used to determine benefit obligation and benefit cost for the fiscal years ended:

	Fiscal 2020		
(Percentages)	**North America**	**UK**	**Mainland Europe**
Weighted-average assumptions:			
Discount rate for benefit obligation	**2.2**	**1.6**	**0.8**
Discount rate for net benefit cost	**2.9**	**1.8**	**0.7**
Expected return on plan assets for net benefit costs	**6.1**	**3.8**	**2.2**

	Fiscal 2019		
(Percentages)	North America	UK	Mainland Europe
Weighted-average assumptions:			
Discount rate for benefit obligation	2.9	1.8	0.7
Discount rate for net benefit cost	4.0	2.3	1.0
Expected return on plan assets for net benefit costs	6.1	4.3	1.7

In evaluating the expected return on plan assets, Berry considered its historical assumptions compared with actual results, an analysis of current market conditions, asset allocations, and the views of advisors. The return on plan assets is derived from target allocations and historical yield by asset type. A one quarter of a percentage point reduction of expected return on pension assets or discount rate applied to the pension liability would result in an immaterial change to the Company's pension expense.

In accordance with the guidance from the FASB for employers' disclosure about postretirement benefit plan assets the table below discloses fair values of each pension plan asset category and level within the fair value hierarchy in which it falls. There were no material changes or transfers between level 3 assets and the other levels.

Fiscal 2020 Asset Category	**Level 1**	**Level 2**	**Level 3**	**Total**
Cash and cash equivalents	**$ 18**	**$ 18**	**$ —**	**$ 36**
U.S. large cap comingled equity funds	**72**	**27**	**—**	**99**
U.S. mid cap equity mutual funds	**49**	**16**	**—**	**65**
U.S. small cap equity mutual funds	**3**	**16**	**—**	**19**
International equity mutual funds	**12**	**99**	**—**	**111**
Real estate equity investment funds	**3**	**158**	**91**	**252**
Corporate bond mutual funds	**10**	**—**	**27**	**37**
Corporate bonds	**—**	**146**	**—**	**146**
International fixed income funds	**66**	**209**	**—**	**275**
International insurance policies	**—**	**—**	**51**	**51**
Total	**$ 233**	**$ 689**	**$ 169**	**$ 1,091**

Fiscal 2019 Asset Category	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	$ 15	$ 89	$ —	$ 104
U.S. large cap comingled equity funds	—	124	—	124
U.S. mid cap equity mutual funds	42	—	—	42
U.S. small cap equity mutual funds	3	—	—	3
International equity mutual funds	18	94	—	112
Real estate equity investment funds	3	179	75	257
Corporate bond mutual funds	12	—	—	12
Corporate bonds	—	164	14	178
Guaranteed investment account	—	—	8	8
International fixed income funds	73	93	—	166
International insurance policies	—	—	59	59
Total	$ 166	$ 743	$ 156	$ 1,065

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid for the fiscal year end:

	North America	UK	Mainland Europe	Total
2021	**$ 19**	**$ 27**	**$ 6**	**$ 52**
2022	**19**	**26**	**7**	**52**
2023	**19**	**27**	**6**	**52**
2024	**19**	**29**	**9**	**57**
2025	**19**	**30**	**7**	**56**
2026-2030	**94**	**159**	**51**	**304**

Net pension expense included the following components as of fiscal years ended:

	2020	2019	2018
Service cost	**$ 1**	$ 2	$ —
Interest cost	**26**	17	11
Amortization of net actuarial loss	**5**	1	2
Expected return on plan assets	**(46)**	(24)	(17)
Net periodic benefit expense (income)	**$ (14)**	$ (4)	$ (4)

Our defined benefit pension plan asset allocations as of fiscal years ended are as follows:

Asset Category	**2020**	2019
Equity securities and equity-like instruments	**50%**	50%
Debt securities and debt-like	**42**	33
International insurance policies	**5**	6
Other	**3**	11
Total	**100%**	100%

The Company's retirement plan assets are invested with the objective of providing the plans the ability to fund current and future benefit payment requirements while minimizing annual Company contributions. The retirement plans held $42 million of the Company's stock at the end of fiscal 2020. The Company re-addresses the allocation of its investments on a regular basis.

9. Restructuring and Transaction Activities

The Company has announced various restructuring plans in the last three fiscal years which included shutting down facilities. In all instances, the majority of the operations from rationalized facilities was transferred to other facilities within the respective segment.

During fiscal 2018, the Company shut down one facility in each of the Engineered Materials, Health, Hygiene & Specialties, and Consumer Packaging North America segment, which accounted for approximately $10 million, $30 million, and $15 million of annual net sales, respectively.

During fiscal 2019 and 2020, the Company did not shut down any facilities with significant net sales.

Since 2018, total expected costs attributed to restructuring programs total $106 million with $3 million remaining to be recognized in the future.

	Expected Total Costs	Cumulative Charges through Fiscal 2020	To be Recognized in Future
Severance and termination benefits	**$ 78**	**$ 78**	**$ —**
Facility exit costs	**18**	**15**	**3**
Asset impairment	**10**	**10**	**—**
Total	**$ 106**	**$ 103**	**$ 3**

The table below sets forth the significant components of the restructuring and transaction activity charges recognized for the fiscal years ended, by segment:

	2020	2019	2018
Consumer Packaging International	**$ 58**	$ 54	$ —
Consumer Packaging North America	**10**	12	3
Engineered Materials	**6**	2	6
Health, Hygiene & Specialties	**5**	(200)	27
Consolidated	**$ 79**	$ (132)	$ 36

The table below sets forth the activity with respect to the restructuring charges and the impact on our accrued restructuring reserves:

	Employee Severance and Benefits	Facility Exit Costs	Non-cash Impairment Charges	Transaction Activities	Total
Balance as of fiscal 2018	$ 9	$ 4	$ —	$ —	$ 13
Charges[(a)]	10	4	8	(146)	(124)
Non-cash asset impairment	—	—	(8)	—	(8)
Cash	(17)	(3)	—	146	126
Balance as of fiscal 2019	$ 2	$ 5	$ —	$ —	$ 7
Charges	**34**	**9**	**2**	**34**	**79**
Non-cash asset impairment	**—**	**—**	**(2)**	**—**	**(2)**
Cash	**(26)**	**(7)**	**—**	**(34)**	**(67)**
Balance as of fiscal 2020	**$ 10**	**$ 7**	**$ —**	**$ —**	**$ 17**

(a) Consists of $214 million gain on the sale of our SFL business in 2019 offset by professional fees and other costs related to the RPC acquisition.

10. Related Party Transactions

The Company made payments related to the income tax receivable agreement of $38 million in fiscal 2019. Apollo Global Management, LLC ("Apollo") received $29 million of the fiscal 2019 payment. Mr. Evan Bayh, a member of the Company's Board of Directors, has been employed by Apollo since 2011. The agreement was terminated in fiscal 2019.

11. Stockholders' Equity

Share Repurchases

In August 2018, the Company announced that its Board authorized a $500 million share repurchase program. Share repurchases will be made through open market purchases, privately negotiated transactions, Rule 10b5-1 plans, or other transactions in accordance with applicable securities laws and in such amounts at such times as we deem appropriate based upon prevailing market and business conditions and other factors. The share repurchase program has no expiration date and may be suspended at any time.

No shares were repurchased during fiscal 2020. During fiscal 2019, the Company repurchased approximately 1,512 thousand shares for $72 million, at an average price of $47.64. All share repurchases were immediately retired. Common stock was reduced by the number of shares retired at $0.01 par value per share. The Company allocates the excess purchase price over par value between additional paid-in capital and retained earnings.

Equity Incentive Plans

In fiscal 2018, the Company amended the 2015 Berry Global Group, Inc. Long-Term Incentive Plan to authorize the issuance of 12.5 million shares, an increase of 5 million shares from the previous authorization.

The Company recognized total share-based compensation expense of $33 million, $27 million, and $23 million for fiscal 2020, 2019, and 2018, respectively. The intrinsic value of options exercised in fiscal 2020 was $28 million.

Information related to the equity incentive plans as of the fiscal years ended are as follows:

	2020		2019	
	Number of Shares (in thousands)	**Weighted Average Exercise Price**	Number of Shares (in thousands)	Weighted Average Exercise Price
Options outstanding, beginning of period	**10,263**	**$ 37.82**	10,744	$ 32.40
Options granted	**2,562**	**45.60**	2,259	47.66
Options exercised	**(1,223)**	**24.96**	(2,476)	22.41
Options forfeited or cancelled	**(142)**	**45.05**	(264)	46.07
Options outstanding, end of period	**11,460**	**$ 40.84**	10,263	$ 37.82
Option price range at end of period	**$ 3.04-54.33**		$ 3.04-54.33	
Options exercisable at end of period	**5,599**		4,720	
Options available for grant at period end	**2,678**		5,099	
Weighted average fair value of options granted during period	**$ 14.26**		$ 15.34	

The fair value for options granted has been estimated at the date of grant using a Black-Scholes model, generally with the following weighted average assumptions:

	2020	2019	2018
Risk-free interest rate	**1.7%**	2.5%	2.7%
Dividend yield	**0.0%**	0.0%	0.0%
Volatility factor	**27.2%**	26.3%	26.1%
Expected option life	**6.5 years**	6.5 years	6.5 years

For purposes of the valuation model in fiscal years 2020, 2019, and 2018, the Company used the simplified method due to the lack of historical data upon which to estimate the expected term.

The following table summarizes information about the options outstanding as of fiscal 2020:

Range of Exercise Prices	**Number Outstanding (in thousands)**	**Intrinsic Value of Outstanding (in millions)**	**Weighted Remaining Contractual Life**	**Weighted Exercise Price**	**Number Exercisable (in thousands)**	**Intrinsic Value of Exercisable (in millions)**	**Unrecognized Compensation (in millions)**	**Weighted Recognition Period**
$ 3.04-54.33	**11,460**	**$ 92**	**6.8 years**	**$ 40.84**	**5,599**	**$ 77**	**$ 4**	**2.1 years**

12. Segment and Geographic Data

Berry's operations are organized into four reporting segments: Consumer Packaging International, Consumer Packaging North America, Engineered Materials, and Health, Hygiene & Specialties. The structure is designed to align us with our customers, provide improved service, and drive future growth in a cost efficient manner.

Selected information by reportable segment is presented in the following tables:

	2020	2019	2018
Net sales			
Consumer Packaging International	$ 4,195	$ 1,229	$ 215
Consumer Packaging North America	2,850	2,636	2,463
Engineered Materials	2,334	2,538	2,633
Health, Hygiene & Specialties	2,330	2,475	2,558
Total	$ 11,709	$ 8,878	$ 7,869
Operating income			
Consumer Packaging International	$ 299	$ 12	$ 17
Consumer Packaging North America	320	234	190
Engineered Materials	317	$ 318	365
Health, Hygiene & Specialties	243	410	189
Total	$ 1,179	$ 974	$ 761
Depreciation and amortization			
Consumer Packaging International	$ 318	$ 93	$ 15
Consumer Packaging North America	250	216	229
Engineered Materials	105	116	108
Health, Hygiene & Specialties	172	188	186
Total	$ 845	$ 613	$ 538

	2020	2019
Total assets:		
Consumer Packaging International	$ 7,575	$ 7,085
Consumer Packaging North America	3,716	4,243
Engineered Materials	2,006	1,862
Health, Hygiene & Specialties	3,404	3,279
Total assets	$ 16,701	$ 16,469

Selected information by geographical region is presented in the following tables:

	2020	2019	2018
Net sales:			
United States and Canada	$ 6,250	$ 6,293	$ 6,266
Europe	4,223	1,637	759
Rest of world	1,236	948	844
Total net sales	$ 11,709	$ 8,878	$ 7,869

	2020	2019
Long-lived assets:		
United States and Canada	$ 6,753	$ 7,021
Europe	3,813	3,654
Rest of world	2,318	2,037
Total long-lived assets	$ 12,884	$ 12,712

Selected information by product line is presented in the following tables:

(in percentages)	**2020**	2019	2018
Net sales:			
Packaging	**82%**	84%	100%
Non-packaging	**18**	16	—
Consumer Packaging International	**100%**	100%	100%
Rigid Open Top	**45%**	45%	44%
Rigid Closed Top	**55**	55	56
Consumer Packaging North America	**100%**	100%	100%
Core Films	**38%**	40%	41%
Retail & Industrial	**62**	60	59
Engineered Materials	**100%**	100%	100%
Health	**20%**	15%	18%
Hygiene	**52**	53	51
Specialties	**28**	32	31
Health, Hygiene & Specialties	**100%**	100%	100%

13. Net Income per Share

Basic net income per share is calculated by dividing the net income attributable to common stockholders by the weighted-average number of common shares outstanding during the period, without consideration for common stock equivalents. Diluted net income per share is computed by dividing the net income attributable to common stockholders by the weighted-average number of common share equivalents outstanding for the period determined using the treasury-stock method and the if-converted method. For purposes of this calculation, stock options are considered to be common stock equivalents and are only included in the calculation of diluted net income per share when their effect is dilutive. There were 7 million and 5 million shares excluded from the fiscal 2020 and 2019 diluted net income per share calculation, respectively, as their effect would be anti-dilutive. There were no shares excluded from the fiscal 2018 calculation.

The following tables and discussion provide a reconciliation of the numerator and denominator of the basic and diluted net income per share computations.

(in millions, except per share amounts)	**2020**	2019	2018
Numerator			
Net income attributable to the Company	**$ 559**	$ 404	$ 496
Denominator			
Weighted average common shares outstanding - basic	**132.6**	131.3	131.4
Dilutive shares	**2.5**	3.3	3.8
Weighted average common and common equivalent shares outstanding - diluted	**135.1**	134.6	135.2
Per common share income			
Basic	**$ 4.22**	$ 3.08	$ 3.77
Diluted	**$ 4.14**	$ 3.00	$ 3.67

14. Quarterly Financial Data (Unaudited)

The following table contains selected unaudited quarterly financial data for fiscal years ended.

	2020				2019			
	First	**Second**	**Third**	**Fourth**	First	Second	Third	Fourth
Net sales	**$ 2,816**	**$ 2,975**	**$ 2,910**	**$ 3,008**	$ 1,972	$ 1,950	$ 1,937	$ 3,019
Cost of goods sold	**2,296**	**2,391**	**2,272**	**2,342**	1,619	1,578	1,551	2,511
Gross profit	**520**	**584**	**638**	**666**	353	372	386	508
Net income	**$ 47**	**$ 126**	**$ 191**	**$ 195**	$ 88	$ 74	$ 13	$ 229
Net income per share:								
Basic	**$ 0.36**	**$ 0.95**	**$ 1.44**	**$ 1.47**	$ 0.67	$ 0.57	$ 0.10	$ 1.74
Diluted	**$ 0.35**	**$ 0.94**	**$ 1.42**	**$ 1.44**	$ 0.66	$ 0.55	$ 0.10	$ 1.69

The fourth fiscal quarter for 2019 includes certain unusual, nonrecurring items related to the acquisition of RPC and divestiture of our SFL business. Refer to Note 2. Acquisitions and Dispositions for further information.

15. Subsequent Events

U.S Flexible Packaging Converting Disposition

In October 2020, the Company reached an initial agreement to sell its U.S. flexible packaging converting business which was primarily operated in the Engineered Materials segment for $140 million, which is preliminary and subject to adjustment at closing. The Company reported fiscal 2020 net sales of approximately $200 million related to the sold business. For the period ended September 26, 2020, the Company has classified assets of $162 million and liabilities of $25 million as held for sale.

Business Reorganization

In October 2020, the Company reorganized portions of its four operating segments in order to better align our various businesses for future growth. This reorganization includes the following changes: (1) the Health, Hygiene & Specialties segment will include the Tapes business historically reported in our Engineered Materials segment, (2) the Consumer Packaging International segment will include the North American Healthcare business historically operated in Consumer Packaging North America segment and (3) the Engineered Materials segment will include the European films business which was historically operated in the Consumer Packaging International segment. We will report results based on our reorganized structure beginning with our results for the first quarter of fiscal 2021.

Exhibit No	Description of Exhibit
2.1	Rule 2.7 Announcement, dated as of March 8, 2019 (incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K filed on March 14, 2019).
2.2	Co-Operation Agreement, dated as of March 8, 2019, by and among Berry Global Group, Inc., Berry Global International Holdings Limited and RPC Group Plc (incorporated by reference to Exhibit 2.2 to the Company's Current Report on Form 8-K filed on March 14, 2019).
3.1	Amended and Restated Certificate of Incorporation of Berry Global Group, Inc., as amended through March 6, 2019 (incorporated by reference to Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q filed on May 2, 2019).
3.2	Amended and Restated Bylaws of Berry Global Group, Inc., as amended and restated effective as of March 6, 2019 (incorporated by reference to Exhibit 3.2 to the Company's Current Report on Form 8-K filed on March 8, 2019).
4.1	Indenture, dated as of May 12, 2014, by and among Berry Plastics Corporation, the guarantors party thereto and U.S. Bank National Association, as Trustee, relating to the 5.50% second priority senior secured notes due 2022 (incorporated by reference to Exhibit 4.2 of the Company's Current Report on Form 8-K filed on May 13, 2014).
4.2	Indenture, dated as of June 5, 2015, by and among Berry Plastics Corporation, the guarantors party thereto and U.S. Bank National Association, as Trustee, relating to the 5.125% second priority senior secured notes due 2023 (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on June 5, 2015).
4.3	Indenture, dated as of October 1, 2015, by and between Berry Plastics Escrow Corporation, as Issuer, and U.S. Bank National Association, as Trustee, relating to the 6.00% second priority senior secured notes due 2022 (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on October 6, 2015).
4.4	First Supplemental Indenture, dated as of October 1, 2015, by and between Berry Plastics Corporation, Berry Plastics Group, Inc., the subsidiaries of Berry Plastics Corporation party thereto, Berry Plastics Escrow Corporation, and U.S. Bank National Association, as Trustee, relating to the Indenture, by and between Berry Plastics Escrow Corporation, as Issuer, and U.S. Bank, National Association, as Trustee, relating to the 6.00% second priority senior secured notes due 2022, dated October 1, 2015 (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on October 6, 2015).
4.5	Registration Rights Agreement, dated as of October 1, 2015, by and between Berry Plastics Corporation, Berry Plastics Group, Inc., each subsidiary of Berry Plastics Corporation identified therein, and Goldman, Sachs & Co., and Credit Suisse, on behalf of themselves and as representatives of the initial purchasers, relating to the 6.00% second priority senior secured notes due 2022 (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on October 6, 2015).
4.6	Form of common stock certificate of Berry Plastics Group, Inc. (incorporated by reference to Exhibit 4.27 of Amendment No. 5 to the Company's Registration Statement on Form S-1 filed on September 19, 2012).
4.7	Indenture, by and between Berry Global Escrow Corporation and U.S. Bank National Association, as Trustee and Collateral Agent, relating to the 4.875% First Priority Senior Secured Notes due 2026, dated June 5, 2019 (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on June 6, 2019).
4.7A	Supplemental Indenture, among Berry Global Group, Inc., Berry Global, Inc., Berry Global Escrow Corporation, each of the parties identified as a Subsidiary Guarantor thereon, and U.S. Bank National Association, as Trustee, relating to the 4.875% First Priority Senior Secured Notes due 2026, dated July 1, 2019 (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on July 2, 2019).
4.8	Indenture, by and between Berry Global Escrow Corporation and U.S. Bank National Association, as Trustee and Collateral Agent, relating to the 5.625% Second Priority Senior Secured Notes due 2027, dated June 5, 2019 (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on June 6, 2019).
4.8A	Supplemental Indenture, among Berry Global Group, Inc., Berry Global, Inc., Berry Global Escrow Corporation, each of the parties identified as a Subsidiary Guarantor thereon, and U.S. Bank National Association, as Trustee, relating to the 5.625% Second Priority Senior Secured Notes due 2027, dated July 1, 2019 (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on July 2, 2019).
4.9	Indenture, among Berry Global, Inc., certain guarantors party thereto, U.S. Bank National Association, as Trustee and Collateral Agent, and Elavon Financial Services DAC, as Paying Agent, Transfer Agent and Registrar, relating to the 1.00% First Priority Senior Secured Notes due 2025 and 1.50% First Priority Senior Secured Notes due 2027, dated January 2, 2020 (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on January 2, 2020).
4.10	Description of Securities (incorporated by reference to Exhibit 4.9 to the Company's Annual Report on Form 10-K filed on November 11, 2019).
10.1	$850,000,000 Third Amended and Restated Revolving Credit Agreement, dated as of May 1, 2019, by and among Berry Global, Inc., Berry Global Group, Inc., the lenders party thereto, Bank of America, N.A., as collateral agent and administrative agent, and the financial institutions party thereto (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on May 6, 2019).

10.2	U.S. $1,200,000,000 Second Amended and Restated Credit Agreement, dated as of April 3, 2007, by and among Berry Plastics Corporation formerly known as Berry Plastics Holding Corporation, Berry Plastics Group, Inc., Credit Suisse, Cayman Islands Branch, as collateral and administrative agent, the lenders party thereto from time to time, and the other financial institutions party thereto (incorporated by reference to Exhibit 10.1(b) to Berry Plastics Corporation's Current Report on Form 8-K filed on April 10, 2007).
10.3	Second Amended and Restated Intercreditor Agreement, dated as of February 5, 2008, by and among Berry Plastics Group, Inc., Berry Plastics Corporation, certain subsidiaries identified as parties thereto, Bank of America, N.A. and Credit Suisse, Cayman Islands Branch as first lien agents, and U.S. Bank National Association, as successor in interest to Wells Fargo Bank, N.A., as trustee (incorporated by reference to Exhibit 10.3 to the Company's Annual Report on Form 10-K filed on November 23, 2015).
10.4	U.S. $1,147,500,000 and $814,375,000 Incremental Assumption Agreement, dated as of February 10, 2017 by and among Berry Plastics Group, Inc., Berry Plastics Corporation and certain of its subsidiaries referenced therein, Credit Suisse AG, Cayman Islands Branch, as administrative agent for the lenders under the term loan credit agreement referenced therein, Citibank, N.A., as initial Term I lender and Citibank, N.A., as incremental term J lender therein. (incorporated by reference to Exhibit 10.7 to the Company's Annual Report on Form 10-K filed on November 21, 2017).
10.5	U.S. $1,644,750,000 and $498,750,000 Incremental Assumption Agreement, dated as of August 10, 2017, by and among Berry Plastics Group, Inc., Berry Plastics Corporation and certain of its subsidiaries referenced therein, Credit Suisse AG, Cayman Islands Branch, as administrative agent for the lenders under the term loan credit agreement referenced therein, Wells Fargo Bank, National Association, as initial Term M lender and Wells Fargo Bank, National Association, as initial Term N lender therein (incorporated by reference to Exhibit 10.8 to the Company's Annual Report on Form 10-K filed on November 21, 2017).
10.6	U.S. $900,000,000 and $814,375,000 Incremental Assumption Agreement, dated as of November 27, 2017, by and among Berry Global Group, Inc., Berry Global, Inc. and certain of its subsidiaries referenced therein, Credit Suisse AG, Cayman Islands Branch, as administrative agent for the lenders under the term loan credit agreement referenced therein, Citibank, N.A., as initial Term O Lender, and Citibank, N.A., as initial Term P Lender therein. (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed on February 7, 2018).
10.7	U.S. $ 1,644,750,000 and $496,250,000 Incremental Assumption Agreement and Amendment, dated as of February 12, 2018, by and among Berry Global Group, Inc., Berry Global, Inc. and certain of its subsidiaries referenced therein, Credit Suisse AG, Cayman Islands Branch, as administrative agent for the lenders under the term loan credit agreement referenced therein, Citibank, N.A., as initial Term Q lender, and Citibank, N.A., as initial Term R lender therein (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q filed on May 3, 2018).
10.8	U.S. $800,000,000 and $814,375,000 Incremental Assumption Agreement, dated as of May 16, 2018, by and among Berry Global Group, Inc., Berry Global, Inc. and certain of its subsidiaries referenced therein, Credit Suisse AG, Cayman Islands Branch, as administrative agent for the lenders under the term loan credit agreement referenced therein, Citibank, N.A., as initial Term S lender, and Citibank, N.A., as initial Term T lender therein (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed on August 3, 2018).
10.9	Incremental Assumption Agreement and Amendment, among Berry Global Group, Inc., Berry Global, Inc. and certain subsidiaries of Berry Global, Inc., as Loan Parties, Credit Suisse AG, Cayman Islands Branch, as Administrative Agent, Goldman Sachs Bank USA, as Initial Term U Lender, and Goldman Sachs Bank USA, as Initial Term V Lender, dated as of July 1, 2019 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on July 2, 2019).
10.10	Incremental Assumption Agreement and Amendment, among Berry Global Group, Inc., Berry Global, Inc. and certain subsidiaries of Berry Global, Inc., as Loan Parties, Credit Suisse AG, Cayman Islands Branch, as Administrative Agent, Goldman Sachs Bank USA, as Initial Term U Lender, and Goldman Sachs Bank USA, as Initial Term V Lender, dated as of July 1, 2019 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on July 2, 2019).
10.11	Amendment and Waiver to Equipment Lease Agreement, dated as of January 19, 2011, between Chicopee, Inc., as Lessee and Gossamer Holdings, LLC, as Lessor (incorporated by reference to Exhibit 10.16 to AVINTIV Specialty Materials Inc.'s Registration Statement Form S-4 filed on October 25, 2011).
10.12	Second Amendment to Equipment Lease Agreement, dated as of October 7, 2011, between Chicopee, Inc., as Lessee and Gossamer Holdings, LLC, as Lessor (incorporated by reference to Exhibit 10.17 to AVINTIV Specialty Materials Inc.'s Registration Statement Form S-4 filed on October 25, 2011).
10.13	Third Amendment to Equipment Lease Agreement, dated as of February 28, 2012, between Chicopee, Inc., as Lessee and Gossamer Holdings, LLC, as Lessor (incorporated by reference to Exhibit 10.1 to AVINTIV Specialty Materials Inc.'s Quarterly Report on Form 10-Q filed on May 15, 2012).
10.14	Fourth Amendment to Equipment Lease Agreement, dated as of March 22, 2013, between Chicopee, Inc., as Lessee and Gossamer Holdings, LLC, as Lessor (incorporated by reference to Exhibit 10.1 to AVINTIV Specialty Materials Inc.'s Quarterly Report on Form 10-Q filed on May 9, 2013).

10.15 †	2006 Equity Incentive Plan (incorporated by reference to Exhibit 10.9 to Berry Plastics Corporation's Registration Statement Form S-4 filed on November 2, 2006).
10.16 †	Amendment No. 2 to the Berry Plastics Group, Inc., 2006 Equity Incentive Plan (incorporated by reference to Exhibit 10.9 to the Company's Annual Report on Form 10-K filed on December 11, 2013).
10.17 †	Amendment No. 3 to Berry Plastics Group, Inc. 2006 Equity Incentive Plan (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on March 10, 2015).
10.18 †	Form of 2016 Omnibus Amendment to Awards Granted Under the Berry Plastics Group, Inc. 2006 Equity Incentive Plan (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on July 22, 2016).
10.19 †	Omnibus amendment to awards granted under the Berry Plastics Group, Inc., 2006 Long-Term Incentive Plan (incorporated by reference to Exhibit 10.10 to the Company's Annual Report on Form 10-K filed on December 11, 2013).
10.20 †	Form of Performance-Based Stock Option Agreement of Berry Plastics Group, Inc. (incorporated by reference to Exhibit 10.9 to Berry Plastics Corporation's Registration Statement Form S-4 filed on November 2, 2006).
10.21 †	Form of Accreting Stock Option Agreement of Berry Plastics Group, Inc. (incorporated by reference to Exhibit 10.10 to Berry Plastics Corporation's Registration Statement Form S-4 filed on November 2, 2006).
10.22 †	Form of Time-Based Stock Option Agreement of Berry Plastics Group, Inc. (incorporated by reference to Exhibit 10.11 to Berry Plastics Corporation's Registration Statement Form S-4 filed on November 2, 2006).
10.23 †	Form of Performance-Based Stock Appreciation Rights Agreement of Berry Plastics Group, Inc. (incorporated by reference to Exhibit 10.12 to Berry Plastics Corporation's Registration Statement Form S-4 filed on November 2, 2006).
10.24 †	Employment Agreement of Thomas E. Salmon (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on February 6, 2017).
10.25 †	Berry Plastics Group, Inc. Executive Bonus Plan, amended and restated December 22, 2015, effective as of September 27, 2015 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on December 28, 2015).
10.26 †	Berry Plastics Group, Inc. 2012 Long-Term Incentive Plan (incorporated by reference to Exhibit 10.27 to the Company's Annual Report on Form 10-K filed on December 17, 2012).
10.27 †	Amendment No. 1 to the Berry Plastics Group, Inc., 2012 Long-Term Incentive Plan (incorporated by reference to Exhibit 10.31 to the Company's Annual Report on Form 10-K filed on December 11, 2013).
10.28 †	Omnibus amendment to awards granted under the Berry Plastics Group, Inc., 2012 Long-Term Incentive Plan (incorporated by reference to Exhibit 10.32 to the Company's Annual Report on Form 10-K filed on December 11, 2013).
10.29 †	Amendment No. 2 to the Berry Plastics Group, Inc. 2012 Long-Term Incentive Plan (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on March 10, 2015).
10.30 †	Form of 2016 Omnibus Amendment to Awards Granted Under the Berry Plastics Group, Inc. 2012 Long-Term Incentive Plan (incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed on July 22, 2016).
10.31 †	2015 Berry Plastics Group, Inc. Long-Term Incentive Plan (incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed on March 10, 2015.
10.32 †	First Amendment to 2015 Berry Plastics Group, Inc. Long-Term Incentive Plan (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on March 6, 2018).
10.33 †	Form of 2016 Omnibus Amendment to Awards Granted Under the Berry Plastics Group, Inc. 2015 Long-Term Incentive Plan (incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K filed on July 22, 2016).
10.34 †	Fourth Amended and Restated Stockholders Agreement, by and among Berry Plastics Group, Inc., and the stockholders of the Corporation listed on schedule A thereto, dated as of January 15, 2015 (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed on January 30, 2015).
10.35 †	Employment Agreement, dated January 1, 2002, between the Berry Plastics Corporation and Curtis Begle (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed on January 31, 2014).
10.36 †	Amendment No. 1 to Employment Agreement, dated as of September 13, 2006, by and between the Berry Plastics Corporation and Curtis Begle (incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q filed on January 31, 2014).
10.37 †	Amendment No. 2 to Employment Agreement, dated December 31, 2008, by and between the Berry Plastics Corporation and Curtis Begle (incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q filed on January 31, 2014).

10.38 †	Amendment No. 3 to Employment Agreement, dated August 1, 2010, by and between the Berry Plastics Corporation and Curtis L. Begle (incorporated by reference to Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q filed on January 31, 2014).
10.39 †	Amendment No. 4 to Employment Agreement, dated December 16, 2011, by and between the Berry Plastics Corporation and Curtis L. Begle (incorporated by reference to Exhibit 10.6 to the Company's Quarterly Report on Form 10-Q filed on January 31, 2014).
10.40 †	Employment Agreement, dated February 28, 1998, between Berry Plastics Corporation and Mark Miles, together with amendments dated February 28, 2003, September 13, 2006, December 31, 2008, and December 31, 2011 (incorporated by reference to Exhibit 10.40 to the Company's Annual Report on Form 10-K filed on November 30, 2016).
10.41 †	Form of Amendment to Employment Agreement by and between Berry Plastics Corporation and each of Curtis L Begle, Mark W. Miles, and Thomas E. Salmon (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on July 22, 2016).
10.42 †	Senior Executive Employment Contract dated as of September 30, 2015 by and between PGI Specialty Materials Inc. and Jean Marc Galvez, together with the International Assignment Letter dated December 18, 2016 from Berry Global, Inc. (f/k/a Berry Plastics Corporation) (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q filed on February 7, 2018).
10.43 † *	Employment Agreement, dated December 16, 2010, between Berry Plastics Corporation and Jason Greene, together with amendments dated December 31, 2011 and July 20, 2016.
21.1 *	Subsidiaries of the Registrant.
23.1 *	Consent of Independent Registered Public Accounting Firm.
31.1 *	Rule 13a-14(a)/15d-14(a) Certification of the Chief Executive Officer.
31.2 *	Rule 13a-14(a)/15d-14(a) Certification of the Chief Financial Officer.
32.1 *	Section 1350 Certification of the Chief Executive Officer.
32.2 *	Section 1350 Certification of the Chief Financial Officer.
101.INS	Inline 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	Inline XBRL Taxonomy Extension Schema Document.
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104	Cover Page Interactive Date File (formatted as Inline XBRL and contained in Exhibit 101.

* Filed herewith.

† Management contract or compensatory plan or arrangement.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on the 23rd day of November, 2020.

BERRY GLOBAL GROUP, INC.

By /s/ Thomas E. Salmon
Thomas E. Salmon
Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed by the following persons on behalf of the registrant and in the capacities and on the dates indicated:

Signature	Title	Date
/s/ Thomas E. Salmon Thomas E. Salmon	Chief Executive Officer and Chairman of the Board of Directors and Director (Principal Executive Officer)	November 23, 2020
/s/ Mark W. Miles Mark W. Miles	Chief Financial Officer (Principal Financial Officer)	November 23, 2020
/s/ James M. Till James M. Till	Executive Vice President and Controller (Principal Accounting Officer)	November 23, 2020
/s/ B. Evan Bayh B. Evan Bayh	Director	November 23, 2020
/s/ Jonathan F. Foster Jonathan F. Foster	Director	November 23, 2020
/s/ Idalene F. Kesner Idalene F. Kesner	Director	November 23, 2020
/s/ Carl J. Rickertsen Carl J. Rickertsen	Director	November 23, 2020
/s/ Ronald S. Rolfe Ronald S. Rolfe	Director	November 23, 2020
/s/ Paula Sneed Paula Sneed	Director	November 23, 2020
/s/ Robert A. Steele Robert A. Steele	Director	November 23, 2020
/s/ Stephen E. Sterrett Stephen E. Sterrett	Director	November 23, 2020
/s/ Scott B. Ullem Scott B. Ullem	Director	November 23, 2020

EMPLOYMENT AGREEMENT dated as of December 16, 2010, between **Berry Plastics Corporation**, a Delaware corporation (the "Corporation"), and the individual listed on Schedule 1 hereto (the "Employee").

The Employee is an employee of the Corporation and as such has substantial experience that has value to the Corporation. The Corporation desires to employ the Employee, and the Employee desires to accept such employment, on the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and obligations hereinafter set forth, the parties hereto agree as follows:

1. **Employment; Effectiveness of Agreement**. Effective the date first set forth above (the "Commencement Date"), the Corporation shall employ the Employee, and the Employee shall accept employment the Corporation, upon the terms and conditions hereinafter set forth.

2. **Term**. Subject to earlier termination as provided herein, the employment of the Employee hereunder shall commence on the Commencement Date and terminate on the fifth anniversary of the Effective Date. Such period of employment is hereinafter referred to as the "Employment Period."

3. **Duties**. During the Employment Period, the Employee shall be initially employed by the Corporation at the position set forth on Schedule 1 hereto, and shall perform such duties and services, regardless of location, consistent with such position as may reasonably be assigned to the Employee by the officers of the Corporation or their designees.

4. **Time to be Devoted to Employment**. Except for vacation, absences due to temporary illness and absences resulting from causes set forth in Section 6, the Employee shall devote the Employee's business time, attention and energies on a full-time basis to the performance of the duties and responsibilities referred to in Section 3. The Employee shall not during the Employment Period be engaged in any other business activity which, in the reasonable judgment of the officers of the Corporation, would conflict with the ability of the Employee to perform his or her duties under this Agreement, whether or not such activity is pursued for gain, profit or other pecuniary advantage.

5. **Compensation; Benefits; Reimbursement**.

(a) **Base Salary**. During the Employment Period, the Corporation shall pay to the Employee an annual base salary in the amount set forth on Schedule 1 hereto, which shall be subject to review and, at the option of persons having authority regarding such matters at the Corporation, subject to adjustment (such salary, as the same may be adjusted from time to time as aforesaid, being referred to herein as the "Base Salary"). The Base Salary shall be payable in such installments (but not less frequent than monthly) as is the policy of the Corporation with respect to employees of the Corporation at substantially the same level of employment as the Employee.

(b) **Bonus**. During the Employment Period, the Employee shall be entitled to participate in all bonus and incentive programs of the Corporation (the "Programs") generally available from time to time to employees of the Corporation at substantially the same level of employment as the Employee, such participation to be in substantially the same manner as the participation therein by such employees.

(c) **Benefits**. During the Employment Period, the Employee shall be entitled to such benefits (together with the Programs, the "Benefit Arrangements") as are generally made available from time to time to other employees of the Corporation at substantially the same level of employment as the Employee.

(d) **Reimbursement of Expenses**. During the Employment Period, the Corporation shall reimburse the Employee, in accordance with the policies and practices of the Corporation in effect from time to time with respect to other employees of the Corporation at substantially the same level of employment as the Employee, for all reasonable and necessary traveling expenses and other disbursements incurred by him or her for or on behalf of the Corporation in connection with the performance of his or her duties hereunder upon presentation by the Employee to the Corporation of appropriate documentation therefor.

(e) **Deductions**. The Corporation shall deduct from any payments to be made by it to the Employee under this Section 5 or Section 8 any amounts required to be withheld in respect of any Federal, state or local income or other taxes.

6. Disability or Death of the Employee.

(a) If, during the Employment Period, the Employee is incapacitated or disabled by accident, sickness or otherwise (hereinafter, a "Disability") so as to render the Employee mentally or physically incapable of performing the services required to be performed under this Agreement for 90 days in any period of 360 consecutive days, the Corporation may, at any time thereafter, at its option, terminate the employment of the Employee under this Agreement immediately upon giving the Employee notice to that effect, it being understood that upon such termination the Employee shall be eligible for the disability benefits provided by the Corporation.

(b) If the Employee dies during the Employment Period, the Termination Date (as defined below) shall be deemed to be the date of the Employee's death.

7. Termination.

(a) The Corporation may terminate the employment of the Employee and all of the Corporation's obligations under this Agreement (except as hereinafter provided) at any time for "cause" by giving the Employee notice of such termination, with reasonable specificity of the grounds therefor. For the purposes of this Section 7, "cause" shall mean (i) willful misconduct with respect to the business and affairs of the Corporation or any subsidiary or affiliate thereof, insubordination or willful neglect of duties (other than neglect due solely to Employee's illness or other involuntary mental or physical disability), including the Employee's violation of any material Corporation policy, (ii) material breach of any of the provisions of Agreement or (iii) conviction for a crime involving moral turpitude or fraud. A termination pursuant to this Section 7(a) shall take effect immediately upon the giving of the notice contemplated hereby.

(b) The Corporation may terminate the employment of the Employee and all of the Corporation's obligations under this Agreement (except as hereinafter provided) at any time during the Employment Period without "cause" by giving the Employee written notice of such termination, to be effective 30 days following the giving of such written notice.

(c) The Employee may terminate the employment of the Employee hereunder at any time during the Employment Period by giving the Corporation at least 30 days' prior written notice of such termination, such termination to be effective on the date specified in such notice, whereupon all of the Corporation's obligations hereunder shall terminate (except as hereinafter provided). For convenience of reference, the date upon which any termination of the employment of the Employee pursuant to Section 6 or 7 hereof shall be effective shall be hereinafter referred to as the "Termination Date."

8. Effect of Termination of Employment.

(a) Upon the effective date of termination of the Employee's employment pursuant to Section 6, Section 7(c) hereof, neither the Employee nor the Employee's beneficiaries or estate shall have any further rights under this Agreement or any claims against the Corporation arising out of this Agreement, except the right to receive, within 30 days of the Termination Date:

(i) the unpaid portion of the Base Salary provided for in Section 5(a), computed on a pro rata basis to the Termination Date;

(ii) reimbursement for any expenses for which the Employee shall not have theretofore been reimbursed, as provided in Section 5(d); and

(iii) the unpaid portion of any amounts earned by the Employee prior to the Termination Date pursuant to any Benefit Arrangement; provided, however, unless specifically provided otherwise in this Section 8, the Employee shall not be entitled to receive any benefits under a Benefit Arrangement that have accrued during a fiscal year if the terms of such Benefit Arrangement require that the beneficiary be employed by the Corporation as of the end of such fiscal year.

(b) Upon the termination of the Employee's employment pursuant to Section 7(b), neither the Employee nor the Employee's beneficiaries or estate shall have any further rights under this Agreement or any claims against the Corporation arising out of this Agreement, except the right to receive:

(i) the unpaid portion of Base Salary, computed on a pro rata basis, for the period from the Commencement Date until the first anniversary of this Termination Date, payable in such installments as the Base Salary was paid prior to the Termination Date; and

(ii) the payments, if any, referred to in Sections 8(a)(ii) and (iii).

(c) Upon the termination of the Employee's employment by reason of "retirement" (as defined in the Corporation's Health and Welfare Plan for Early Retirees (the "Retiree Plan")), the Employee (and his or her eligible spouse and dependents) shall be entitled to receive post-retirement medical insurance coverage pursuant to the terms of the Retiree Plan, for which the cost of premiums shall be paid by the Employee (or such spouse and/or dependents). In the event that the Retiree Plan is no longer in effect (or if otherwise necessary for tax and legal purposes), the Corporation shall make available equivalent coverage to the Employee (and such spouse and/or dependents) at substantially the same cost to the Employee (and such spouse and/or dependents) as would have been charged under the Retiree Plan as of the earlier of the date the Retiree Plan is terminated and the time of the Employee's retirement ("Equivalent Retiree Coverage"); provided, however, that the Corporation may increase the premium charged to the Employee (and such spouse and/or dependents) based on the increase in cost, if any, to provide the Retiree Plan that may arise after the Employee's retirement. The Corporation shall take any action necessary to ensure that the Equivalent Retiree Coverage, if any, shall be provided other than pursuant to the terms of a self-insured medical reimbursement plan that does not satisfy the requirements of Section 105(h)(2) of the Internal Revenue Code of 1986, as amended.

(d) the Employee's obligations under Sections 9, 10 and 11 of this Agreement, and the Corporation's obligations under this Section 8, shall survive the termination of this Agreement and the termination of the Employee's employment hereunder.

9. Disclosure of Information.

(a) From and after the date hereof, the Employee shall not use or disclose to any person, firm, corporation or other business entity (other than any officer, director, employee, affiliate or representative of the Corporation), except as required in connection with the performance of the Employee's duties under and in compliance with the terms of this Agreement and as required by law or judicial process, any Confidential Information (as hereinafter defined) for any reason or purpose whatsoever, nor shall the Employee make use of any of the Confidential Information for the Employee's purposes or for the benefit of any person or entity except the Corporation or any subsidiary thereof.

(b) For purposes of this Agreement, "Confidential Information" shall mean (i) the Intellectual Property Rights (as hereinafter defined) of the Corporation and its subsidiaries, (ii) all other information of a proprietary nature relating to the Corporation or any subsidiary thereof, or the business or assets of the Corporation or any such subsidiary, including, without limitation, books, records, customer and registered user lists, vender lists, supplier lists, distribution channels, pricing information, cost information, marketing plans, strategies, forecasts, financial statements, budgets and projections and (iii) any confidential and proprietary information in the possession of the Corporation of any customer of the Corporation or any other third party other than information which is generally within the public domain at the time of the receipt thereof by the Employee or at the time of use or disclosure of such Confidential Information by the Employee other than as a result of the breach by the Employee of the Employee's agreement hereunder.

(c) As used herein, the term "Intellectual Property Rights" means all industrial and intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, know-how, certificates of public convenience and necessity, franchises, licenses, trade secrets, proprietary processes and formulae, inventions, development tools, marketing materials, trade dress, logos and designs and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records.

10. Restrictive Covenants.

(a) The Employee acknowledges and recognizes that during the Employment Period he will be privy to Confidential Information and further acknowledges and recognizes that the Corporation would find it extremely difficult to replace the Employee. Accordingly, in consideration of the premises contained herein and the consideration to be received by the Employee hereunder (including, without limitation, the severance compensation described in Section 8(b)(i), if any), without the prior written consent of the Corporation, the Employee shall not, at any time during the employer/employee relationship between the Corporation and the Employee and for the one-year period after the termination of such employer/employee relationship, (i) directly or indirectly engage in, represent in any way, or be connected with, any Competing Business directly competing with the business of the Corporation or any direct or indirect subsidiary or affiliate thereof within the state in which Employee is employed or any other state of the United States or any country other than the United States in which the Corporation is doing business, whether such engagement shall be as an officer, director, owner, employee, partner, affiliate or other participant in any Competing Business, (ii) assist others in engaging in any Competing Business in the manner described in clause (i) above, (iii) induce or solicit individuals who are, or were at any time in the preceding twelve months, employees of the Corporation or any direct or indirect subsidiary or affiliate thereof to terminate their employment with the Corporation or any such direct or indirect subsidiary or affiliate or to engage in any Competing Business, or hire, or induce or solicit (or assist others to hire or induce or solicit) the hiring of, individuals then employed, or employed at any time in the preceding twelve months, by the Corporation or any subsidiary thereof. or (iv) induce any entity or person with which the Corporation or any direct or indirect subsidiary or any affiliate thereof has a business relationship to terminate or alter such business relationship. As used herein, "Competing Business" shall mean any business involving the sale of products in any city or county in any state of the United States or any country other than the United States if such business or the products sold by it are competitive, directly or indirectly, at the time of the Termination of Employment with (A) the business of the Corporation or any direct or indirect subsidiary thereof, (B) any of the products manufactured, sold or distributed by the Corporation or any direct or indirect subsidiary thereof or (C) any products or business being developed or conducted by the Corporation or any direct or indirect subsidiary thereof.

(b) The Employee understands that the foregoing restrictions may limit his ability to earn a livelihood in a business similar to the business of the Corporation or any subsidiary or affiliate thereof, but he or she nevertheless believes that he or she has received and will receive sufficient consideration and other benefits as an employee of the Corporation and as otherwise provided hereunder to justify clearly such restrictions which, in any event (given his education, skills and ability), the Employee does not believe would prevent him or her from earning a living.

11. **Right to Inventions**. The Employee shall promptly disclose, grant and assign to the Corporation for its sole use and benefit any and all inventions, improvements, technical information and suggestions reasonably relating to the business of the Corporation or any subsidiary or affiliate thereof (collectively, the "Inventions") which the Employee may develop or acquire during the period of the employer/employee relationship between the Corporation and the Employee (whether or not during usual working hours), together with all patent applications, letters patent, copyrights and reissues thereof that may at any time be granted for or upon the Inventions. In connection therewith:

(a) the Employee recognizes and agrees that the Inventions shall be the sole property of the Corporation, and the Corporation shall be the sole owner of all patent applications, letters patent, copyrights and reissues thereof that may at any time be granted for or on the Inventions;

(b) the Employee hereby assigns to the Corporation any rights the Employee may have in or acquire to the Inventions;

(c) the Employee shall, at the expense of the Corporation, promptly execute and deliver such applications, assignments, descriptions and other instruments as may be necessary or proper in the opinion of the Corporation to vest title to the Inventions and any patent applications, patents, copyrights, reissues or other proprietary rights related thereto in the Corporation and to enable it to obtain and maintain the entire right and title thereto throughout the world;

(d) the Employee recognizes and agrees that the Inventions to the extent copyrightable shall constitute works for hire under the copyright laws of the United States; and

(e) the Employee shall render to the Corporation, at its expense, all such assistance as it may require in the prosecution of applications for said patents, copyrights, reissues or other proprietary rights, in the prosecution or defense of interferences which may be declared involving any said applications, patents, copyrights or other proprietary rights and in any litigation in which the Corporation may be involved relating to the Inventions.

12. **Miscellaneous Provisions**.

(a) **Entire Agreement; Amendments**. This Agreement and the other agreements referred to herein contain the entire agreement between the parties hereto with respect to the transactions contemplated hereby and supersede all prior agreements or understandings between the parties with respect thereto. This Agreement shall not be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto.

(b) **Descriptive Headings**. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.

(c) **Notices**. All notices or other communications pursuant to this Agreement shall be in writing and shall be deemed to be sufficient if delivered personally, telecopied, sent by nationally-recognized, overnight courier or mailed by registered or certified mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice).

(i) if to the Corporation, to:

Berry Plastics Corporation
c/o General Counsel
101 Oakley Street
Evansville, IN 47710

(ii) if to the Employee, to him or her at the last known address on record at the Corporation.

All such notices and other communications shall be deemed to have been delivered and received (A) in the case of personal delivery, on the date of such delivery, (B) in the case of delivery by telecopy, on the date of such delivery, (C) in the case of delivery by nationally-recognized, overnight courier, on the Business Day following dispatch, and (D) in the case of mailing, on the third Business Day following such mailing. As used herein, “Business Day” shall mean any day that is not a Saturday, Sunday or a day on which banking institutions in New York, New York are not required to be open.

(d) **Counterparts**. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

(e) **Governing Law; Venue**. This Agreement shall be governed by and construed in accordance with the laws of Indiana applicable to contracts made and performed wholly therein. Any dispute under this Agreement shall be subject to the jurisdiction of Indiana courts and venue of any such contest shall be Vanderburgh County, Indiana.

(f) **Benefits of Agreement; Assignment**. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, representatives, heirs and estate, as applicable. Anything contained herein to the contrary notwithstanding, this Agreement shall not be assignable by any party hereto without the consent of the other party hereto.

(g) **Waiver of Breach**. The waiver by either party of a breach of any provision of this Agreement by the other party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other party.

(h) **Severability**. In the event that any provision of this Agreement is determined to be partially or wholly invalid, illegal or unenforceable in any jurisdiction, then such provision shall, as to such jurisdiction, be modified or restricted to the extent necessary to make such provision valid, binding and enforceable, or if such provision cannot be modified or restricted, then such provision shall, as to such jurisdiction, be deemed to be excised from this Agreement; provided, however, that the binding effect and enforceability of the remaining provisions of this Agreement, to the extent the economic benefits conferred upon the parties by virtue of this Agreement remain substantially unimpaired, shall not be affected or impaired in any manner, and any such invalidity, illegality or unenforceability with respect to such provisions shall not invalidate or render unenforceable such provision in any other jurisdiction.

(i) **Remedies**. All remedies hereunder are cumulative, are in addition to any other remedies provided for by law and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. The Employee acknowledges that in the event of a breach of any of the Employee's covenants contained in Sections 9, 10 or 11, the Corporation shall be entitled to immediate relief enjoining such violations in any court or before any judicial body having jurisdiction over such a claim.

(j) **Survival**. Sections 8 through 11, this Section 12 and the defined terms used in any section referred to in this Section 12(j), shall survive the termination of the Employee's employment on the Termination Date and the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Employment Agreement as of the date first above written.

BERRY PLASTICS CORPORATION

By:
Marcia C. Jochem
Executive Vice President

____
Jason K. Greene

SCHEDULE 1

Employee	Jason K. Greene
Position	Deputy General Counsel
Office/Headquarters	101 Oakley Street Evansville, Indiana
Annual Base Salary	$150,000.00

AMENDMENT TO EMPLOYMENT AGREEMENT

Your employment agreement (the "Agreement") with Berry Plastics Corporation (the "Corporation"), as previously amended from time to time, is hereby amended as set forth herein.

In consideration of the premises and the mutual covenants, representations, warranties and agreements contained herein, and intending to be legally bound hereby, you and the Corporation hereby agree to the following:

1. Amendments Effective on Agreement Expiration. The following amendments and modifications to the Agreement shall be effective as of the expiration of the Agreement:

   A. Employment; Effectiveness of Agreement. Section 1 of the Agreement is hereby deleted in its entirety and replaced with the following text:

      The employment of the Employee hereunder shall continue indefinitely until terminated as provided herein. Such period of employment is hereinafter referred to as the "Employment Period". The "Commencement Date" is the date that the Employee and the Corporation first executed an employment agreement regarding the Employee's employment with the Corporation.

   B. Term. Section 2 of the Agreement is deleted in its entirety.

   C. Effect of Termination of Employment. Section 8 of the Agreement is hereby deleted in its entirety and replaced with the following text:

   Effect of Termination of Employment.

   (a) Upon the effective date of termination of the Employee's employment pursuant to Section 6, Section 7(a) or Section 7(c) hereof, neither the Employee nor the Employee's beneficiaries or estate shall have any further rights under this Agreement or any claims against the Corporation arising out of this Agreement, except the right to receive, within 30 days of the Termination Date:

      (i) the unpaid portion of the Base Salary provided for in Section S(a), computed on a pro rata basis to the Termination Date;

      (ii) reimbursement for any expenses for which the Employee shall not have theretofore been reimbursed, as provided in Section 5(d); and

      (iii) the unpaid portion of any amounts earned by the Employee prior to the Termination Date pursuant to any Benefit Arrangement; provided, however, unless specifically provided otherwise in this Section 8, the Employee shall not be entitled to receive any benefits under a Benefit Arrangement that have accrued during a fiscal year if the terms of such

Benefit Arrangement require that the beneficiary be employed by the Corporation as of the end of such fiscal year.

(b) Upon the termination of the Employee's employment pursuant to Section 7(b) prior to January 1, 2015, neither the Employee nor the Employee's beneficiaries or estate shall have any further rights under this Agreement or any claims against the Corporation arising out of this Agreement, except the right to receive:

(i) the unpaid portion of the Base Salary, computed on a pro rata basis, for the period from the Commencement Date until twelve (12) months after the Termination Date, payable in such installments as the Base Salary was paid prior to the Termination Date; and

(ii) the payments, if any, referred to in Sections 8(a)(ii) and (iii).

(c) Upon the termination of the Employee's employment pursuant to Section 7(b) on or after January 1, 2015, neither the Employee nor the Employee's beneficiaries or estate shall have any further rights under this Agreement or any claims against the Corporation arising out of this Agreement, except the right to receive:

(i) severance benefits pursuant to the provisions of the Berry Plastics Corporation Severance Pay Plan in effect as of the Termination Date; and

(ii) the payments, if any, referred to in Sections 8(a)(i), (ii) and (iii).

(d) The Employee's obligations under Sections 9, 10 and 11 of this Agreement, and the Corporation's obligations under this Section 8, shall survive the termination of this Agreement and the termination of the Employee's employment hereunder.

(e) In consideration for the promises and monies paid by the Corporation in accordance with the Agreement, the Employee must execute and return to the Corporation, and not revoke any part of, a Separation Agreement and Release (the "Release") containing a general release and waiver of claims against the Corporation and its respective officers, directors, stockholders, employees and affiliates with respect to Employee's employment, and other customary terms, in a form and substance substantially similar to the Release attached hereto as Schedule A. The Employee must deliver the executed Release within the minimum time period required by law or, if none, within 14 days after the Employee receives the Release from the Corporation.

D. Restrictive Covenants. At the end of Section l0(a) of the Agreement, the following text is hereby added:

Notwithstanding the above, if Employee separates from employment and is an eligible employee under the Berry Plastics Corporation and Subsidiaries Severance Pay Plan (the "Plan"), Section 3(i) and (ii) above will be effective only during the time period Employee receives such severance payments under the Plan.

E. Benefits of Agreement; Assignment. Section 12(f) of the Employment Agreement is hereby deleted in its entirety and replaced with the following text:

Benefits of Agreement: Assignment. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, representatives, heirs and estate, as applicable. Anything contained herein to the contrary notwithstanding, this Agreement shall not be assignable by any party hereto without the consent of the other party hereto; provided however, the Corporation may assign this Agreement to any subsidiary or affiliate of the Corporation or to any purchaser of the equity interests or substantially all of the assets of the business segment of the Corporation to which Employee has been assigned.

2. Current Amendments. The following amendments and modifications to the Agreement shall be effective as of December 31, 2011:

A. Section 5(b) of the Agreement is hereby amended by adding the following text to the end thereof:

Any such bonus or incentive payment shall be paid no later than two and one-half months after the end of the fiscal year of which such payment is awarded, unless the Employee shall elect to defer the receipt of such payment pursuant to an arrangement that meets the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”).

B. Section 7(c) of the Agreement is hereby amended by adding the following text to the end thereof:

Notwithstanding the foregoing, in no event shall the Termination Date occur until the Employee experiences a “separation from service” within the meaning of Code Section 409A, and the date which such separation from service takes place shall be the “Termination Date”.

C. The following text is hereby added as Section 12(k):

Compliance With Code Section 409A.

(i) Notwithstanding any provision of this Agreement to the contrary, this Agreement is intended to be exempt from or, in the alternative, comply with Code Section 409A and the interpretive guidance in effect thereunder, including the exceptions for short-term deferrals, separation pay arrangements, reimbursements, and in-kind distributions. The Agreement shall be construed and interpreted in accordance with such intent.

(ii) In the event that it is determined that any payment, coverage or benefit due or owing to the Employee pursuant to this Agreement is subject to the additional tax imposed by Code Section 409A or any successor provision thereof or any interest or penalties, including interest imposed under Code Section 409(A)(l)(B)(i)(I), incurred by the Employee as a result of the application of such provision, the Corporation agrees to cooperate with the Employee to modify the Agreement, but only (A) to the minimum extent necessary to avoid the application of such tax and (B) to the extent that the Corporation would not, as a result, suffer any adverse consequences.

(iii) In the event the Employee is a "Specified Employee," within the meaning of Code Section 409A and Treas. Reg. 1.409A-l(c)(i) (or any similar or successor provisions) as determined in accordance with the Corporation's policy for determining Specified Employees, cash severance or any other amounts that are nonqualified deferred compensation (within the meaning of Code Section 409A that would otherwise be payable during the six- month period immediately following the Termination Date shall, to the extent required by Code Section 409A, instead be paid on the earlier of(i) the first business day after the date that is six months after the Termination Date or (ii) the Employee's death.

(iv) For purposes of this Agreement, all payments of "deferred compensation," as defined in Code Section 409A, due to the Employee's "termination of employment" shall be payable upon the Executive's "separation from service," as defined by Treas. Reg. §1.409A-l(h).

Except as expressly modified hereby, the terms and provisions of the Agreement shall remain in full force and effect.

Sincerely,

BERRY PLASTICS CORPORATION

/s/ Edward Stratton

Edward Stratton
Executive Vice President, Human Resources

Acknowledged and Agreed:

/s/ Jason Greene

Printed Name: Jason Greene
Date: 2/10/12

2012 Form D

SCHEDULE A
FORM OF WAIVER AND RELEASE

Release. In consideration of the promises and monies paid by Berry in this Agreement, and intending to be legally bound, Employee does hereby REMISE, RELEASE AND FOREVER DISCHARGE the Company, its affiliates, subsidiaries and parents, and its officers, directors, employees, and agents, and its and their respective successors and assigns, heirs, executors, and administrators (collectively, “Releasees”) from all causes of action, suits, debts, claims and demands whatsoever in law or in equity, which Employee ever had, now has, or hereafter may have, whether known or unknown, or which Employee’s heirs, executors, or administrators may have, by reason of any matter, cause or thing whatsoever, from the beginning of Employee’s employment to the date of this Agreement, and particularly, but without limitation of the foregoing general terms, any claims arising from or relating in any way to Employee’s employment relationship with Company, the terms and conditions of that employment relationship, and the termination of that employment relationship, including, but not limited to the following:

Anti-discrimination and retaliation statutes, such as Title VII of the Civil Rights Act of 1964, which prohibits discrimination and harassment based on race, color, national origin, religion, and sex and prohibits retaliation; the Age Discrimination in Employment Act (“ADEA”), which prohibits age discrimination in employment; the Equal Pay Act, which prohibits paying men and women unequal pay for equal work; the Americans With Disabilities Act and Sections 503 and 504 of the Rehabilitation Act of 1973, which prohibit discrimination based on disability; Sections 1981 and 1983 of the Civil Rights Act of 1866, which prohibit discrimination and harassment on the basis of race, color, national origin, religion or sex; the Sarbanes-Oxley Act of 2002, which prohibits retaliation against employees who participate in any investigation or proceeding related to an alleged violation of mail, wire, bank, or securities laws; applicable state anti-discrimination statutes, which prohibit retaliation and discrimination on the basis of age, disability, gender, race, color, religion, and national origin; and any other federal, state, or local laws prohibiting employment discrimination or retaliation.

Federal employment statutes, such as the WARN Act, which requires that advance notice be given of certain work force reductions; the Employee Retirement Income Security Act of 1974, which, among other things, protects employee benefits; the Family and Medical Leave Act of 1993, which requires employers to provide leaves of absence under certain circumstances; and any other federal laws relating to employment, such as veterans’ reemployment rights laws.

Other laws, such as any federal, state, or local laws providing workers’ compensation benefits (except as otherwise prohibited by law), restricting an employer’s right to terminate employees, or otherwise regulating employment; any federal, state, or local law enforcing express or implied employment contracts or requiring an employer to deal with employees fairly or in good faith; any state and federal whistleblower laws, any other federal, state, or local laws providing recourse for alleged wrongful discharge, improper garnishment, assignment, or deduction from wages, health and/or safety violations, improper drug and/or alcohol testing, tort, physical or personal injury, emotional distress, fraud, negligence, negligent misrepresentation, abusive litigation, and similar or related claims, willful or negligent infliction of emotional harm, libel, slander, defamation and/or any other common law or statutory causes of action.

Examples of released claims, include, but are not limited to the following (except to the extent explicitly preserved by Section 2(a), above, of this Agreement): (i) claims that in any way relate to allegations of alleged discrimination, retaliation or harassment; (ii) claims that in any way relate to Employee's employment with the Company and/or its conclusion, such as claims for breach of contract, compensation, overtime wages, promotions, upgrades, bonuses, commissions, lost wages, or unused accrued vacation or sick pay; (iii) claims that in any way relate to any state law contract or tort causes of action; and (iv) any claims to attorneys' fees, costs and/or expenses or other indemnities with respect to claims Employee is releasing.

To the fullest extent permitted by law Employee represents and affirms that (i), Employee has not filed or caused to be filed on Employee's behalf any claim for relief against the Company or any Releasee and, to the best of Employee's knowledge and belief, no outstanding claims for relief have been filed or asserted against the Company or any Releasee on Employee's behalf; and (ii) , Employee has no knowledge of any improper, unethical or illegal conduct or activities that Employee has not already reported to any supervisor, manager, department head, human resources representative, agent or other representative of the Company, to any member of the Company's legal or compliance departments, or to the ethics hotline; and (iii) Employee will not file, commence, prosecute or participate in any judicial or arbitral action or proceeding against the Company or any Releasee based upon or arising out of any act, omission, transaction, occurrence, contract, claim or event existing or occurring on or before the date of this Agreement. This provision shall not apply to any non-waivable charges or claims brought before any governmental agency. With respect to any such non-waivable claims, however, Employee agrees to waive his/her right (if any) to any monetary or other recovery, including but not limited to reinstatement, should any governmental agency or other third party pursue any claims on his/her behalf, either individually or as part of any class or collective action.

Employee represents and warrants that he/she has not sold, assigned or transferred any claim he/she is purporting to release, nor has he/she attempted to do so. Employee expressly represents and warrants that he/she has the full legal authority to enter into this Agreement for himself/herself and his/her estate, and does not require the approval of anyone else.

FMLA and FLSA Rights Honored: Employee acknowledges that he/she has received all of the leave from work for family and/or personal medical reasons and/or other benefits to which he/she believes he/she is entitled under Employer's policy and the Family and Medical Leave Act of 1993 ("FMLA"), as amended. Employee has no pending request for FMLA leave with Employer; nor has Employer mistreated Employee in any way on account of any illness or injury to Employee or any member of Employee's family. Employee further acknowledges that he/she has received all of the monetary compensation, including hourly wages, salary and/or overtime compensation, to which he/she believes he/she is entitled under the Fair Labor Standards Act ("FLSA"), as amended.

[If Employee is over 40 years of age, this provision will be included:

Period of Consideration and Revocation - It is understood that Employee shall have twenty-one (21) [or forty-five (45) days (depending on the reason for termination)] from today to decide whether they wish to enter into this separation agreement. It is further understood that Employee will have seven (7) days from the date that they execute this Agreement to revoke the Agreement. Any revocation within this period must be submitted, in writing, to the Company and state, “I hereby revoke my acceptance of our Agreement.” The revocation must be mailed to the Executive Vice President of Human Resources, Berry Plastics Corporation, 101 Oakley Street, Evansville, Indiana 47710. If Employee decides to enter into this Agreement, its salary continuation terms shall be applied retroactive to the date Employee signs.]

Access to Independent Legal Counsel; Knowing and Voluntary Execution: EMPLOYEE ACKNOWLEDGES THAT HE/SHE HAS BEEN ADVISED TO SEEK INDEPENDENT LEGAL COUNSEL OF HIS/HER OWN CHOOSING IN CONNECTION WITH ENTERING INTO THIS AGREEMENT. EMPLOYEE FURTHER ACKNOWLEDGES THAT IF DESIRED, HIS/HER LEGAL COUNSEL HAS REVIEWED THIS AGREEMENT, THAT EMPLOYEE FULLY UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT EMPLOYEE AGREES TO BE FULLY BOUND BY AND SUBJECT THERETO. EMPLOYEE HAS CAREFULLY READ THIS AGREEMENT AND KNOWS AND UNDERSTANDS THE CONTENTS THEREOF, AND THAT HE/SHE EXECUTES THE SAME AS HIS/HER OWN FREE ACT AND DEED.

AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT (the "Amendment") is to be effective as of July 20, 2016 (the "Effective Date"), between **BERRY PLASTICS CORPORATION,** a Delaware corporation (the "Corporation"), and **JASON K. GREENE** (the "Employee").

INTRODUCTION

The Corporation and the Employee previously entered into that certain employment agreement dated as of December 16, 2010, as previously amended from time to time (the "Agreement"). In consideration of the Employee's continued employment by the Corporation, the Employee and the Corporation now desire to amend the agreement to provide enhanced severance benefits on certain terminations following a change in control and to make other miscellaneous changes.

NOW, THEREFORE, effective as of the Effective Date, the parties hereby amend the Agreement as follows:

1. By deleting the existing Section 7(c) and substituting therefor the following:

"(c) Except to the extent provided in Section 7(d), the Employee may terminate the employment of the Employee hereunder at any time during the Employment Period by giving the Corporation at least 30 days' prior written notice of such termination, such termination to be effective on the date specified in such notice, whereupon all of the Corporation's obligations hereunder shall terminate (except as hereinafter provided)."

2. By adding the following new Sections 7(d) and (e) to read as follows:

"(d) If a Change in Control (as hereinafter defined) occurs, then Employee may terminate the employment of the Employee hereunder prior to and including the second anniversary following such Change in Control, with or without Good Reason (as hereinafter defined).

(i) For purposes of this Agreement, "Change in Control" has the meaning ascribed to it in the Berry Plastics Group, Inc. 2015 Long-Term Incentive Plan.

(ii) For purposes of this Agreement, 'Good Reason' means the occurrence of any one of the following: (A) a material diminution in Employee's duties other than as agreed in writing by the Employee; (B) the Employee is asked to report other than directly to the CEO of the Corporation; (C) a reduction by the Corporation of the Employee's annual base salary or target cash compensation in effect at the time, except in accordance with a Corporation policy generally affecting other senior executives; (D) failure by the Corporation to comply with any material provision of this Agreement; (E) relocation of the Employee's primary work location for the Corporation resulting in an increase of more than fifty (50) miles in the commute of the Employee when compared with Employee's commute immediately prior to such relocation, or (F) if any successor-in-interest to the Corporation fails to assume all of the obligations of the Corporation under this Agreement; provided, however, that for

Employee to be able to resign for Good Reason, Employee must, within 90 days of the date the Employee becomes aware of any of the foregoing conditions, provide notice to the Corporation of the circumstances or events claimed to give rise to the applicable condition, the Corporation fails to cure such circumstances or event within 30 days following such notice, and the Employee actually resigns his employment hereunder within 30 days following the Corporation's failure to cure the condition claimed to give rise to 'Good Reason'.

The rights provided in this Section 7(d) will only apply for so long as Employee continues to hold a position that either (A) reports directly to the Corporation's Chief Executive Officer or (B) is the Controller of the Corporation and if the Employee ceases to hold one of the foregoing positions, the Section 7(d) will no longer apply; provided, however, that this sentence shall not apply for the period beginning on a Change in Control and ending on the second anniversary of the Change in Control.

(e) For convenience of reference, the date upon which any termination of the employment of the Employee pursuant to Section 6 or 7 hereof shall be effect shall be hereinafter referred to as the 'Termination Date.' Notwithstanding anything to the contrary contained in this Agreement, in no event shall the Termination Date occur until the Employee experiences a 'separation from service' within the meaning of Code Section 409A, and the date which such separation from service takes place shall be the 'Termination Date.'

3. By deleting the existing Section 8(b) and substituting therefor the following:

"(b) Upon the termination of the Employee's employment pursuant to Section 7(b) (except to the extent provided in Section 8(c) below), neither the Employee nor the Employee's beneficiaries or estate shall have any further rights under this Agreement or any claims against the Corporation arising out of this Agreement, except the right to receive:

(i) severance benefits in accordance with the provisions of the Berry Plastics Corporation Severance Pay Plan (the 'Severance Plan') in effect on the Termination Date; provided, however, that any such payments will be paid in the same manner as the Employee's Base Salary was paid prior to the Termination Date for the number of weeks of 'Weekly Base Salary' (as defined in the Severance Plan) to which Employee is entitled as severance under the Severance Plan; and

(ii) the payments, if any, referred to in Sections 8(a)(i), (ii), and (iii)."

4. By deleting the existing Section 8(c) and substituting therefor the following:

"(c) Upon the termination of the Employee's employment pursuant to Section 7(b) or Employee's resignation for Good Reason pursuant to Section 7(d), in either case within two (2) years following a Change in Control, neither the Employee nor the Employee's beneficiaries or estate shall have any further rights under this Agreement or any claims against the Corporation arising out of this Agreement, except the right to receive:

(i) the payments, if any, referred to in Sections 8(a)(i), (ii), and (iii); and

(ii) one (1) multiplied by the sum of (A) the Employee's then current annual Base Salary as of the Termination Date and (B) the Employee's then current target annual bonus under Section 5(b) payable for the period beginning on the Termination Date until twelve (12) months after the Termination Date (the 'Severance Period') in the same manner as the Employee's Base Salary was paid prior to the Termination Date;

(iii) the applicable annual bonus provided for in Section 5(b) computed on a pro rata basis to the Termination Date, payable at the same time and in the same manner only as, if, and when annual bonuses are paid to other employees of the Corporation of comparable level; and

(iv) during the Severance Period, the Corporation shall pay to the Employee each month a taxable amount equal to the monthly amount of the COBRA continuation coverage premium under the Corporation's group medical plans as in effect from time to time, less the amount of the Employee's portion of the premium as if the Employee was an active employee: provided, however, that the Employee must elect COBRA continuation coverage to receive these payments; and provided, further, that in the event the Employee becomes reemployed with another employer and is eligible to receive medical benefits under any employer provided plan, the payments described herein shall not be provided by the Corporation during such applicable period of eligibility. Employee is required to notify the Corporation upon becoming eligible to receive medical benefits under any employer provided plan."

5. By deleting the last sentence of the existing Section 8(e) and substituting therefor the following:

"Subject to Section 12(k), payment of the severance amounts specified in Section 8(b) or (c), as applicable, shall commence within sixty (60) days following termination of employment and shall include all accrued installments from the date of termination of employment until the payment date; provided, however, that if the sixty (60) day period begins in one calendar year and ends in the following calendar year, then to the extent necessary to comply with Code Section 409A, payments shall not commence prior to the first day of such following calendar year. The Corporation shall provide the release to the Employee in sufficient time so that if the Employee timely executes and returns the release, the revocation period will expire before the date payments of the amounts in Section 8(b) or (c), as applicable, are scheduled to commence."

6. By adding the following new Sections 9(d) and (e) to read as follows:

"(d) Notwithstanding the foregoing, nothing in this Agreement is intended to prohibit or discourage the Employee from reporting possible violations of law to any federal, state or local agency including, without limitation, the Securities and Exchange Commission.

(e) Pursuant to the Defend Trade Secrets Act of 2016, the Employee shall not be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret as long as the disclosure is made: (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, as long as such filing is made under seal. In the event a disclosure is made, and the Employee files a lawsuit against the Corporation alleging that the Corporation retaliated against the Employee because of such disclosure, the Employee may disclose the relevant trade secret to his or her attorney and may use the same in the court proceeding only if (i) the Employee ensures that any court filing that includes the trade secret at issue is made under seal; and (ii) the Employee does not otherwise disclose the trade secret except as required by court order."

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Corporation and the Employee have each executed and delivered this Amendment as of the date first shown above.

CORPORATION:

BERRY PLASTICS CORPORATION

By: /s/ Edward Stratton

Name: Edward Stratton

Title: EVP – Human Resources

The EMPLOYEE:

/s/ Jason K. Greene

Jason K. Greene

Exhibit 21.1

BERRY GLOBAL GROUP, INC.
LIST OF SUBSIDIARIES

159422 Canada Inc.
Ace Classic Medical Components (Shanghai) Company Limited
Ace Corporation Holdings Limited
Ace Industrial Technologies Limited
Ace Medical Components Co Limited
Ace Mold (HeFei) Company Limited
Ace Mold (Shanghai) Company Limited
Ace Mold (Zhuhai) Company Limited
Ace Mold Company Limited
Ace Mold Industrial (Shanghai) Company Limited
Ace Mold Industrial (Shenzhen) Company Limited
Ace Plastics (Shenzhen) Company Limited
Ace Plastics (Zhuhai) Company Limited
Ace Plastics Company Limited
Ace Plastics Technologies Limited
AEP Canada, Inc.
AEP Industries Finance, Inc.
AeroCon, LLC
Aspen Industrial S.A. de C.V.
Astra Plastique SAS
Astrapak Gauteng Proprietary Limited
Astrapak Investments Proprietary Limited
Astrapak Manufacturing Holdings Proprietary Limited
Astrapak Property Holdings Proprietary Limited
AT Films Inc
AT Films US Inc
AVINTIV Inc.
AVINTIV Acquisition Corporation
AVINTIV Specialty Materials, Inc.
Barplas Limited
Bender GmbH
Berry Acquisition Company do Brasil Ltda.
Berry Aschersleben GmbH
Berry Belgium NV
Berry Bramlage Kolding A/S
Berry do Brasil Ltda.
Berry Dombuhl GmbH
Berry EKE NV
Berry Europe GmbH
Berry Film Products Acquisition Company, Inc.
Suzhou Berry Film Products Co., Ltd.

Berry Film Products Company, Inc.
Berry Film Trading (Shanghai) Co., Ltd.
Berry Gent NV
Berry Global Escrow Corporation
Berry Global Films, LLC
Berry Global France Holdings SAS
Berry Global Group, Inc.
Berry Global International Financing Limited
Berry Global International Holdings Limited
Berry Global UK Holding Limited
Berry Global, Inc.
Berry Holding Company do Brasil Ltda.
Berry Holding Denmark A/S
Berry Packaging Holdings (Sweden) AB
Berry Packaging Holdings France SARL
Berry Packaging Norway AS
Berry PET Power France SASU
Berry Plastics Acquisition Corporation V
Berry Plastics Acquisition Corporation XII
Berry Plastics Acquisition Corporation XIII
Berry Plastics Acquisition Corporation XIV, LLC
Berry Plastics Acquisition LLC II
Berry Plastics Acquisition LLC X
Berry Plastics Asia Pacific Limited
Berry Plastics Asia Pte. Ltd.
Berry Plastics Canada, Inc.
Berry Plastics de Mexico, S. de R.L. de C.V.
Berry Plastics Design, LLC
Berry Plastics Escrow, LLC
Berry Plastics Filmco, Inc.
Berry Plastics France Holdings SAS
Berry Plastics GmbH
Berry Plastics Holding GmbH & Co. KG
Berry Plastics Hong Kong Limited
Berry Plastics IK, LLC
Berry Plastics International B.V.
Berry Plastics International GmbH
Berry Plastics International, LLC
Berry Plastics Malaysia SDN BHD
Berry Plastics Opco, Inc.
Berry Plastics Qingdao Limited
Berry Plastics SP, Inc.
Berry Plastics Technical Services, Inc.
Berry Specialty Tapes, LLC

Berry Sterling Corporation
Berry Superfos Balkan d o o
Berry Superfos Bouxwiller SAS
Berry Superfos Bremervörde Management GmbH
Berry Superfos Bremervörde Packaging GmbH
Berry Superfos Bremervörde Print GmbH
Berry Superfos Italy SRL
Berry Superfos La Genete SAS
Berry Superfos Lidköping AB
Berry Superfos Lubień Sp z o o
Berry Superfos Melborne PTY LTD
Berry Superfos Mullsjö AB
Berry Superfos Opfenbach GmbH
Berry Superfos Packaging Solutions Kaltenkirchen GmbH
Berry Superfos Pori Oy
Berry Superfos Randers A/S
Berry Superfos Stilling A/S
Berry Superfos Wetteren NV
Berry UK Holdings Limited
Bonlam, S.A. DE C.V.
BP Parallel, LLC
BPI 2010 Limited
BPI Europe BV
BPI Formipac France SARL
BPI General Partner Limited
BPI International (No 2) Limited
BPI International Limited
BPI Limited
BPI Limited Partner Limited
BPI Pension Funding Limited Partnership
BPI Pension Trustees Limited
BPRex Brazil Holding Inc.
BPRex Closure Systems, LLC
BPRex Closures Kentucky Inc.
BPRex Closures, LLC
BPRex de Mexico S.A. de R.L. de CV
BPRex Delta Inc.
BPRex Healthcare Brookville Inc.
BPRex Healthcare Offranville SAS
BPRex Healthcare Packaging, Inc.
BPRex Partipacoes Ltda
BPRex Pharma Packaging India Private Limted
BPRex Plastic Packaging (India) Private Limited

BPRex Plastic Packaging de Mexico S.A. de C.V.
BPRex Plastic Packaging, Inc.
BPRex Plastic Services Company Inc.
BPRex Plasticos Do Brasil Ltda
BPRex Product Design & Engineering Inc.
BPRex Singapore Pte. Ltd.
BPRex Specialty Products Puerto Rico Inc.
BPSW19 Limited
Brithene Films Limited
British Polythene Industries Limited
British Polythene Limited
Brownoak (Final) Assured Tenancies Limited
Calnay Limited
Caplas LLC
Caplas Neptune, LLC
Captive Plastics Holdings, LLC
Captive Plastics, LLC
Cardinal Packaging, Inc.
Chicopee Asia, Limited
Chicopee Holdings B.V.
Chicopee Holdings C.V.
Chicopee, Inc.
Chocksett Road Limited Partnership
Chocksett Road Realty Trust
Coflex Films Limited
Combipac BV
Companhai Providencia Industria e Comercio
Covalence Specialty Adhesives LLC
Covalence Specialty Coatings LLC
CPI Holding Corporation
CSM Mexico SPV LLC
CVP Limited
Delta Polythene Limited
Dominion Textile (USA), L.L.C.
Dominion Textile Inc.
Dongguan First Packaging Co. Limited
Dongguan United Packaging Co., Limited
Dounor SAS
Drumrace Limited
DT Acquisition Inc.
Dumpling Rock, LLC
ESE BV
ESE France SA

ESE GmbH
ESE Holding SASU
ESE Holdings Limited
ESE Kft
ESE NV
ESE Sp. z o.o.
ESE Sweden Holding AB
ESE World BV
ESE World Limited
Estero Porch, LLC
Exlshrink Limited
Fabrene, Inc.
Fabrene, L.L.C.
Fiberweb (Tianjin) Specialty Nonwovens Company Limited
Fiberweb Asia Pacific Limited
Fiberweb Berlin GmbH
Fiberweb France SAS
Fiberweb Geos, Inc.
Fiberweb Geosynthetics Limited
Fiberweb Geosynthetiques Sarl
Fiberweb Holding Deutschland GmbH
Fiberweb Holdings Limited
Fiberweb Italia SRL
Fiberweb Limited
Fiberweb Terno D'Isola Srl
Fiberweb, LLC
Financiere Daunou 1 SA
Flexfilm Limited
Fortune Best Trading Limited
Galion Distribution SARL
Galion International SA
Galion SA
Galion Senegal SA
GCS Holdco Finance I SA
GCS Holdco Finance II SARL
GDMH SA
Genius World Holding Ltd
Global Closure Systems America 1, Inc.
Global Closure Systems France 1 SAS
Global Closure Systems France 2 SAS
Global Closure Systems Germany GmbH
Global Closure Systems Spain SLU
Global Closure Systems UK Limited

Grafco Industries Limited Partnership
Grupo de Servicios Berpla, S. de R.L. de C.V.
Innocan France SARL
Irish Polythene Industries Limited
iTUB AS
iTUB Danmark ApS
ITUB ehf
J P Plast S R O
J P Plast Slovakia spol S R O
Jacinto Mexico, S.A. de C.V.
Jagtenberg Beheer BV
Jagtenberg Packaging BV
Jiangmen United Packaging Co., Limited
Jordan Plastics Limited
Kerr Group, LLC
Knight Plastics, LLC
Laddawn, Inc.
Lamb's Grove, LLC
Letica Corporation
Letica Resources, Inc.
LLC ESE South America S.R.L.
LLC RPC Bramlage Yekaterinburg
Lunifera Investments Proprietary Limited
Lustroid Limited
M & H Plastics Inc
Manuplastics Limited
Manuplastics Products Limited
Marcom Plastics Proprietary Limited
Massmould Limited
Maynard & Harris (EBT Trustees) Limited
Maynard & Harris Group Limited
Maynard & Harris Holdings Limited
Maynard & Harris Plastics
Maynard & Harris Plastics (UK) Limited
Maynard & Harris Plastics Pension Trustee Limited
Megafilm Limited
Millham, LLC
Minster Polythene Films Limited
Moore and Company (Nottingham) Limited
Multicom SRL
Nanhai Nanxin Non Woven Co. Ltd
Nordfolien GmbH
Nordfolien Polska Sp. z o.o.
Obrist (Thailand) Co Limited

Obrist Closures Switzerland GmbH
Obrist Eastern Europe SRL
Obrist Iberia SLU
Obrist Italia Srl
Old Hickory Steamworks, LLC
Packerware, LLC
Pescor, Inc.
PET Power BV
PET Power Handels GmbH
PET Power Holding B V
PET-Power Deutschland GmbH
Pfizer Investment Ltd
PGI Acquisition Limited
PGI Argentina S.A.
PGI Colombia LTDA
PGI Europe, Inc.
PGI France Holdings SAS
PGI France SAS
PGI Holdings B.V.
PGI Netherlands Holdings (NO. 2) B.V.
PGI Netherlands Holdings B.V.
PGI Non-Woven (China) Company Limited
PGI Nonwovens (Mauritius)
PGI Nonwovens B.V.
PGI Nonwovens Germany GmbH
PGI Polimeros Do Brazil S.A.
PGI Polymer, Inc.
PGI Spain S.L. U
Plasco UK Limited
Plasgran Limited
Plastiape S.p.A.
Plastiape Sp. z o.o.
Pliant de Mexico S.A. de C.V.
Pliant International, LLC
Pliant, LLC
Polycrop Limited
Polymer Group Holdings C.V.
Poly-Seal, LLC
Polythene Films Limited
Prime Label & Screen Incorporated
Pristine Brands Corporation
Promens Annezin SAS
Promens AS [Czech Republic]
Promens AS [Estonia]

Promens Asia Limited
Promens Deventer BV
Promens Deventer Holding BV
Promens Do Brasil Serviços Ltda
Promens Firenze SRL
Promens Food Packaging Limited
Promens France SAS
Promens Germany GMBH
Promens Hockenheim GmbH
Promens Holding OU
Promens Holding UK Limited
Promens Huningue SAS
Promens Italy SRL
Promens Miedzyrzecz Sp. z.o.o.
Promens Monastir SARL
Promens Montoir de Bretagne SAS
Promens Munchen GmbH
Promens Nitra S R O
Promens OY
Promens Packaging GmbH
Promens Packaging Limited
Promens Packaging SA Unipersonal
Promens Personal Healthcare GmbH
Promens Reykjavik ehf
Promens Rijen BV
Promens SA
Promens SARL
Promens Unterstutzungseinrichtung GmbH
Promens Zevenaar BV
Providencia USA, Inc.
PWS Danmark A/S
PWS Finland OY
PWS Nordic AB
PWS Norge AS
Rafypak, S.A. de C.V.
RG Ecotec
Rigid Plastic Containers Finance Limited
Rigid Plastic Containers Holdings Limited
Rigid Plastic Containers Packaging Limited
Robinplast BVBA
Roll-A-Rap Limited
Rollpak Corporation
Romfilms Limited
RPC 2017 Holding Company Limited

RPC Ace Company Limited
RPC ACE Plastics (Hefei) Co Limited
RPC Africa Holdings Pty Limited
RPC Asia Pacific Holdings Limited
RPC Astrapak Proprietary Limited
RPC Australia Holdings Pty Limited
RPC Beaute Marolles SAS
Berry Superfos Poznań Sp z o o
RPC Bramlage Antwerpen NV
RPC Bramlage DHS BV
RPC Bramlage Dinklage GmbH & Co KG
RPC Bramlage Division GmbH & Co KG
RPC Bramlage Food GmbH
RPC Bramlage GmbH
RPC Bramlage Inc.
RPC Bramlage Vel'ky Meder s.r.o.
RPC Bramlage Warszawa Sp Z O O
RPC Bramlage Werkzeugbau GmbH & Co KG
RPC Containers Limited
RPC Containers Pension Trustees Limited
RPC Emballages Moirans SAS
RPC Emballages Montpont SAS
RPC Emballages SAS
RPC Envases SA
RPC Europe Limited
RPC Finance Limited
RPC Folio Holdings GmbH
RPC Formatec GmbH
RPC Formatec Verwaltungsgesellschaft mbH
RPC Group Ltd *fka RPC Group Plc*
RPC Group Management Limited
RPC Group Share Trustee Limited
RPC Leopard Holdings, Inc.
RPC Neutraubling GmbH
RPC Packaging (Deutschland) BV & Co KG
RPC Packaging (Jiaxing) Company Limited
RPC Packaging Brasil Indústria e Comércio de Embalagens Ltda
RPC Packaging BV
RPC Packaging Europe BV
RPC Packaging Holdings (US) Inc
RPC Packaging Holdings (Deutschland) BV & Co KG
RPC Packaging Holdings (Norway) AS
RPC Packaging Holdings Brazil BV
RPC Packaging Holdings BV

RPC Packaging Holdings Limited
RPC Packaging Kerkrade BV
RPC Packaging Limited
RPC Pisces Holdings Limited
RPC Promens Group AS
RPC Promens Group BV
RPC Promens Inc.
RPC Promens Industrial Crailsheim GmbH
RPC Promens Industrial Jagtenberg B.V
RPC Promens Innocan BVBA
RPC Promens International BV
RPC Superfos Besancon SAS
RPC Superfos Ede BV
RPC Superfos Pamplona SA
RPC Superfos US, Inc.
RPC Tedeco-Gizeh (UK) Limited
RPC Tedeco-Gizeh Troyes SAS
RPC Verpackungen Kutenholz GmbH
RPC Verwaltungsgesellschaft BV
RPC WIKO GmbH
RPC Wiko Verwaltungsgellschaft GmbH
RPC Zeller Plastik Libertyville, Inc.
Saeplast Americas Inc
Saeplast Chile SPA
Saeplast Iceland ehf
Saeplast Norway AS
Saeplast Spain SA
Saffron Acquisition, LLC
Sanders Polyfilms Limited
SC Romfilms SRL
SCI Vertuquet
Scott & Robertson Limited
Seroptic Lustroid Limited
Setco, LLC
Shenzhen Howyecen Automotive Electronics Company Limited
SPA Galion Algerie
Spec Molders Proprietary Limited
Spec Tool and Die and General Engineering Proprietary Limited
Specialised Industrial Designs Proprietary Limited
Stag Plastics Limited
Strata Products Limited
Sugden, LLC
Sun Coast Industries, LLC
Superfos Runcorn Limited

Superfos Tamworth Limited
Synergy Packaging Pty Limited
Tempra ehf
Terram Defencell Limited
Terram Geosynthetics Private Limited
Terram Limited
Tyco Acquisition Alpha LLC
UAB ESE Baltija
UK Polyfilm Limited
UK Polythene Limited
Uniplast Holdings, LLC
Uniplast U.S., Inc.
V M B Limited
Venture Packaging Midwest, Inc.
Venture Packaging, Inc.
Weener Plastop Proprietary Limited
Widnes Films Limited
Wiko (UK) Limited
Zedcor Limited
Zeller Engineering GmbH
Zeller Plastik Deutschland GmbH
Zeller Plastik Espana SLU
Zeller Plastik France SAS
Zeller Plastik Italia Srl
Zeller Plastik Mexico SA de CV
Zeller Plastik Philippines Inc
Zeller Plastik Poland Sp. z o.o.
Zeller Plastik Shanghai Limited

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

(1) Registration Statement (Form S-8 No. 333-184522) pertaining to the Berry Plastics Group, Inc. 2006 Equity Incentive Plan and the Berry Plastics Group, Inc. 2012 Long-Term Incentive Plan,

(2) Registration Statement (Form S-8 No. 333-203173) pertaining to the Berry Plastics Group, Inc. 2015 Long-Term Incentive Plan (f/k/a Berry Plastics Group, Inc. 2015 Long-Term Incentive Plan), and

(3) Registration Statement (Form S-8 No. 333-224252) pertaining to the Berry Global Group, Inc. 2015 Long-Term Incentive Plan;

of our reports dated November 23, 2020, with respect to the consolidated financial statements of Berry Global Group, Inc. and the effectiveness of internal control over financial reporting of Berry Global Group, Inc. included in this Annual Report (Form 10-K) of Berry Global Group, Inc. for the year ended September 26, 2020.

/s/ Ernst & Young LLP

Indianapolis, Indiana
November 23, 2020

EXHIBIT 31.1

CHIEF EXECUTIVE OFFICER CERTIFICATION

I, Thomas E. Salmon, Chief Executive Officer of Berry Global Group, Inc., certify that:

1. I have reviewed this annual report on Form 10-K of Berry Global Group, Inc. (the "Registrant");

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 annual 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.

Date: November 23, 2020

By: /s/ Thomas E. Salmon
Thomas E. Salmon
Chief Executive Officer

EXHIBIT 31.2

CHIEF FINANCIAL OFFICER CERTIFICATION

I, Mark W. Miles, Chief Financial Officer of Berry Global Group, Inc., certify that:

1. I have reviewed this annual report on Form 10-K of Berry Global Group, Inc. (the "Registrant");

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 annual 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.

Date: November 23, 2020

By: /s/ Mark W. Miles
Mark W. Miles
Chief Financial Officer

EXHIBIT 32.1

CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the annual report of Berry Global Group, Inc. (the "Registrant") on Form 10-K for the fiscal year ended September 26, 2020, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Thomas E. Salmon, Chief Executive Officer of the Registrant, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Registrant.

/s/ Thomas E. Salmon
Thomas E. Salmon
Chief Executive Officer

Date: November 23, 2020

EXHIBIT 32.2

**CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the annual report of Berry Global Group, Inc. (the "Registrant") on Form 10-K for the fiscal year ended September 26, 2020, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Mark W. Miles, the Chief Financial Officer and Treasurer of the Registrant, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Registrant.

/s/ Mark W. Miles
Mark W. Miles
Chief Financial Officer

Date: November 23, 2020