

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

**FORM 8-K**

**CURRENT REPORT**  
**Pursuant to Section 13 or 15(d) of the**  
**Securities Exchange Act of 1934**

**Date of report (Date of earliest event reported): July 20, 2016**

**BERRY PLASTICS GROUP, INC.**  
**(Exact name of registrant as specified in charter)**

**Delaware**  
(State of incorporation)

**1-35672**  
(Commission File Number)

**20-5234618**  
(IRS Employer  
Identification No.)

**101 Oakley Street**  
**Evansville, Indiana 47710**  
**(Address of principal executive offices / Zip Code)**

**(812) 424-2904**  
**(Registrant's telephone number, including area code)**

**Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:**

- Written communications pursuant to Rule 425 under the Securities Act.
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act.
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act.
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act.

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**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On July 20, 2016, Berry Plastics Group, Inc. (the "Company") agreed to amendments to the Employment Agreements of Curtis L. Begle, Mark W. Miles, and Thomas E. Salmon that were previously approved by the Compensation Committee (the "Compensation Committee") of the Board of Directors of the Company. The form of Amendment to Employment Agreement (the "Amendment") provides enhanced severance benefits on terminations of employment without "Cause" (as defined in the Employment Agreements) or resignations for "Good Reason" (as defined in the Amendment) (a "Qualifying Termination"), in either case, within the two years following a "Change in Control" (as defined in the Amendment).

The enhanced severance benefits made available to Messrs. Begle, Miles and Salmon, who were "named executive officers" in the Company's most recent proxy statement, include: (i) payment of an amount equal to one and one-half times the employee's annual base salary and target annual bonus as of the date of Qualifying Termination over a period of 18 months, (ii) payment of a prorated annual bonus only as, if, and when annual bonuses are paid to other employees of the Company who hold a position similar to the position the employee held prior to his Qualifying Termination, and (iii) if the employee elects COBRA continuation coverage, payment of an amount equal to the monthly amount of COBRA continuation coverage minus the portion of the amount the individual would have paid had he still been employed until the earlier of (A) his employment by another employer who offers him medical coverage or (B) 18 months following Qualifying Termination.

This foregoing description of the Amendment is qualified in its entirety by reference to the Amendment, a copy of which is filed herewith as Exhibit 10.1 and is incorporated in this Item 5.02 by reference.

On July 20, 2016, the Company also agreed to amendments to stock option awards granted under the Berry Plastics Group, Inc. 2006 Equity Incentive Plan (the "2006 Plan"), the Berry Plastics Group, Inc. 2012 Long-Term Incentive Plan (the "2012 Plan"), and the Berry Plastics 2015 Long-Term Incentive Plan (the "2015 Plan") and stock appreciation right awards granted under the 2006 Plan, in each case, to reflect changes that were previously approved by the Compensation Committee. The form of amendment to the aforementioned awards (the "Award Amendment") amends each outstanding award to the extent not exercised, paid, cancelled, forfeited, terminated, or expired as of the date of the Award Amendment.

The Award Amendments each provide for full vesting and exercisability of options and stock appreciation rights following any termination of employment without "Cause" and not due to "Disability" (both, as defined in the applicable award agreement) or any resignation for "good reason," if applicable (as defined in the recipient's employment agreement) within the two years following a Change in Control. In that case, the options and stock appreciation rights will also continue to be exercisable for the remaining term of the applicable award. Any Change in Control rights in the applicable awards prior to these Award Amendments were also preserved to the extent they could apply more than two years following a Change in Control.

The foregoing descriptions of the Award Amendments are qualified in their entirety by reference to each of the Award Amendments, copies of which are filed herewith as Exhibits 10.2, 10.3, and 10.4, respectively, and are incorporated in this Item 5.02 by reference.

**Item 9.01 Financial Statements and Exhibits**

Exhibit 10.1 Form of Amendment to Employment Agreement

Exhibit 10.2	Form of 2016 Omnibus Amendment to Awards Granted Under the Berry Plastics Group, Inc. 2006 Equity Incentive Plan
Exhibit 10.3	Form of 2016 Omnibus Amendment to Awards Granted Under the Berry Plastics Group, Inc. 2012 Long-Term Incentive Plan
Exhibit 10.4	Form of 2016 Omnibus Amendment to Awards Granted Under the Berry Plastics Group, Inc. 2015 Long-Term Incentive Plan

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

**BERRY PLASTICS GROUP, INC.**

(Registrant)

By: /s/ Jason K. Greene

Jason K. Greene

Executive Vice President and Chief Legal Officer

Dated: July 22, 2016

**FORM OF AMENDMENT TO  
EMPLOYMENT AGREEMENT**

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

**INTRODUCTION**

The Corporation and the Employee previously entered into that certain employment agreement dated as of \_\_\_\_\_, 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.'

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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 at 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); and

(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]."

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:

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

(ii) \_\_\_\_\_ 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 \_\_\_\_\_ 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 an 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 Executive 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.]*

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**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: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE EMPLOYEE:

\_\_\_\_\_

**2016 OMNIBUS AMENDMENT TO**  
**AWARDS GRANTED UNDER THE**  
**BERRY PLASTICS GROUP, INC. 2006 EQUITY**  
**INCENTIVE PLAN**

This Omnibus Amendment (this "Amendment") to the Agreements (as defined in the Berry Plastics Group, Inc. (the "Company") 2006 Equity Incentive Plan, as amended (the "Plan")) hereof is adopted effective as of \_\_\_\_\_, 2016. All capitalized terms used without definition herein shall have the meanings ascribed to such terms in the Plan.

WHEREAS, the Company has granted Awards to certain employees of the Company and its Subsidiaries;

WHEREAS, each such Award is evidenced by an Award Agreement entered into by and between the Company and the Participant to whom such Award was granted;

WHEREAS, pursuant to resolutions dated as of July 24, 2013, the Committee authorized certain amendments to the terms and conditions of Awards granted prior to that date (to the extent they were not previously exercised, paid, cancelled, forfeited, terminated, or expired) which were effected by an Omnibus Amendment effective August 1, 2013 (the "First Award Amendments");

WHEREAS, at a Committee meeting held on July 28, 2015, the Committee authorized the Company to amend the terms and conditions of Awards (to the extent they were not previously exercised, paid, cancelled, forfeited, terminated, or expired) to provide full vesting and continued exercisability of outstanding awards upon certain terminations of employment following a "Change in Control" as defined in the Plan (the "Award Amendments");

WHEREAS, the Committee desires to amend all Award Agreements evidencing Awards that are outstanding as of the date hereof under the Plan (whether or not they were amended by the First Award Amendments) (the "Outstanding Award Agreements") to reflect the Award Amendments; and

WHEREAS, pursuant to Section 13 of the Plan, the Committee has the authority to amend Award Agreements in the following respects.

NOW, THEREFORE, pursuant to Section 13 of the Plan, each Outstanding Award Agreement is amended as and to the extent described below:

1. Option Agreements – Effect of Change in Control. The following paragraph is added as a new paragraph to the existing Section 7 of each Outstanding Award Agreement governing an "Option" (as defined in the Plan):

If the employment of the Optionee is terminated by the Company (or its applicable Subsidiary) for any reason other than for Cause or Disability, or if the Optionee has and exercises the right to resign for "good reason" under an employment agreement between the Company or an Affiliate and the Optionee, within two (2) years following a Change in Control, the Option shall become 100% vested and exercisable with respect to all Shares subject to the Option. To the extent the Option is vested and exercisable upon a termination described in this paragraph, the Option shall remain exercisable through expiration of the period set forth in Section 3, after which time the Option shall automatically terminate in full, notwithstanding Section 6.1.

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2. Stock Appreciation Rights Agreements– Effect of Change in Control. The following paragraph is added as a new paragraph to the existing Section 7 of each Outstanding Award Agreement governing a "SAR" (as defined in the Plan).

If the employment of the Grantee is terminated by the Company (or its applicable Subsidiary) for any reason other than for Cause or Disability, or if the Grantee has and exercises the right to resign for "good reason" under an employment agreement between the Company or an Affiliate and the Grantee, within two (2) years following a Change in Control, the SAR shall become 100% vested and exercisable with respect to all Shares subject to the SAR. To the extent the SAR is vested and exercisable upon a termination described in this paragraph, the SAR shall remain exercisable through expiration of the period set forth in Section 3, after which time the SAR shall automatically terminate in full, notwithstanding Section 6.1.

3. Miscellaneous. The provisions of this Amendment shall apply to each Outstanding Award Agreement only to the extent that the underlying Award has not previously been exercised, paid, cancelled, forfeited, terminated, or expired. Except as expressly amended hereby, the terms and conditions of each Outstanding Award Agreement shall remain in full force and effect. This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to conflicts of laws principles thereof.

**2016 OMNIBUS AMENDMENT TO  
AWARDS GRANTED UNDER THE  
BERRY PLASTICS GROUP, INC. 2012 LONG-TERM INCENTIVE PLAN**

This Omnibus Amendment (this "Amendment") to the Award Agreements (as defined in the Berry Plastics Group, Inc. (the "Company") 2012 Long-Term Incentive Plan (the "Plan")) with an effective date prior to the date hereof is adopted effective as of \_\_\_\_\_, 2016. All capitalized terms used without definition herein shall have the meanings ascribed to such terms in the Plan.

WHEREAS, the Company has granted Awards to certain employees of the Company and its Subsidiaries;

WHEREAS, each such Award is evidenced by an Award Agreement entered into by and between the Company and the Participant to whom such Award was granted;

WHEREAS, pursuant to resolutions dated as of July 24, 2013, the Committee authorized certain amendments to the terms and conditions of Awards granted prior to that date (to the extent they were not previously exercised, paid, cancelled, forfeited, terminated, or expired) which were effected by an Omnibus Amendment effective August 1, 2013 (the "First Award Amendments");

WHEREAS, at a Committee meeting held on July 28, 2015, the Committee authorized the Company to amend the terms and conditions of Awards (to the extent they were not previously exercised, paid, cancelled, forfeited, terminated, or expired) to provide full vesting and continued exercisability of outstanding awards upon certain terminations of employment following a "Change in Control" as defined in the Plan (the "Award Amendments");

WHEREAS, the Committee desires to amend all Award Agreements evidencing Awards that are outstanding as of the date hereof under the Plan (whether or not they were amended by the First Award Amendments) (the "Outstanding Award Agreements") to reflect the Award Amendments; and

WHEREAS, pursuant to Section 11(c) of the Plan, the Committee has the authority to amend Award Agreements in the following respects.

NOW, THEREFORE, pursuant to Section 11(c) of the Plan, each Outstanding Award Agreement governing an "Option" (as defined in the Plan) is amended as and to the extent described below:

1. Effect of a Change in Control. By deleting the existing Section 7 of each Outstanding Award Agreement and substituting therefor the following:
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7. Effect of Change in Control.

(a) If the employment of the Optionee is terminated by the Company (or its applicable Subsidiary) for any reason other than for Cause or Disability, or if the Optionee has and exercises the right to resign for "good reason" under an employment agreement between the Company or an Affiliate and the Optionee, within two (2) years following a Change in Control, the Option shall become 100% vested and exercisable with respect to all Shares subject to the Option. To the extent the Option is vested and exercisable upon a termination described in this Section 7(a), the Option shall remain exercisable through expiration of the period set forth in Section 3, after which time the Option shall automatically terminate in full.

(b) If the employment of the Optionee is terminated by the Company (or its applicable Subsidiary) for any reason other than for Cause or Disability at any time after two (2) years following a Change in Control, the Option shall become vested and exercisable with respect to an additional 40% of the total Shares subject to the Option (e.g., if, immediately prior to such termination, 40% of the total Shares subject to the Option are vested, then following such termination, 80% of the total Shares subject to the Option will have vested, it being understood, for the avoidance of doubt, that the maximum aggregate number of Shares eligible to vest shall be the number of Shares set forth in Section 1.1 of this Agreement). To the extent the Option is vested and exercisable upon a termination described in this Section 7, the Option shall remain exercisable through the 90th day following such termination of employment (or, if earlier, the expiration of the period set forth in Section 3), after which time the Option shall automatically terminate in full.

2. Miscellaneous. The provisions of this Amendment shall apply to each Outstanding Award Agreement only to the extent that the underlying Award has not previously been exercised, paid, cancelled, forfeited, terminated, or expired. Except as expressly amended hereby, the terms and conditions of each Outstanding Award Agreement shall remain in full force and effect. This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to conflicts of laws principles thereof.

**2016 OMNIBUS AMENDMENT TO**  
**AWARDS GRANTED UNDER THE**  
**BERRY PLASTICS GROUP, INC. 2015 LONG-TERM INCENTIVE PLAN**

This Omnibus Amendment (this "Amendment") to the Award Agreements (as defined in the Berry Plastics Group, Inc. (the "Company") 2015 Long-Term Incentive Plan (the "Plan")) with an effective date prior to the date hereof is adopted effective as of \_\_\_\_\_, 2016. All capitalized terms used without definition herein shall have the meanings ascribed to such terms in the Plan.

WHEREAS, the Company has granted Awards to certain employees of the Company and its Subsidiaries;

WHEREAS, each such Award is evidenced by an Award Agreement entered into by and between the Company and the Participant to whom such Award was granted;

WHEREAS, at a Committee meeting held on July 28, 2015, the Committee authorized the Company to amend the terms and conditions of Awards (to the extent they were not previously exercised, paid, cancelled, forfeited, terminated, or expired) to provide full vesting and continued exercisability of outstanding awards upon certain terminations of employment following a "Change in Control" as defined in the Plan (the "Award Amendments");

WHEREAS, the Committee desires to amend all Award Agreements evidencing Awards that are outstanding as of the date hereof under the Plan (the "Outstanding Award Agreements") to reflect the Award Amendments; and

WHEREAS, pursuant to Section 3.1(f) of the Plan, the Committee has the authority to amend Award Agreements in the following respects.

NOW, THEREFORE, pursuant to Section 3.1(f) of the Plan, each Outstanding Award Agreement governing an "Option" (as defined in the Plan) is amended as and to the extent described below:

1. Effect of a Change in Control. By deleting the existing Paragraph C of the Vesting Schedule each Outstanding Award Agreement and substituting therefor the following:

C. Notwithstanding Section A or B(1) above:

- (1) if the Optionee experiences a Termination of Employment (or other termination of service) by the Company or an Affiliate for any reason other than for Cause or Disability, or if the Optionee has and exercises the right to resign for "good reason" under an employment agreement between the Company or an Affiliate and the Optionee, within two (2) years following a Change in Control, (a) the Option shall become 100% vested and exercisable with respect to all Option Shares and (b) shall remain exercisable until the tenth (10<sup>th</sup>) anniversary of the Grant Date, notwithstanding any contrary provision of the Award; and
- (2) if Optionee experiences a Termination of Employment (or other termination of service) by the Company or an Affiliate for any reason other than for Cause or Disability, at any time after two (2) years following a Change in Control, the Option shall become vested with respect to an additional forty percent (40%) of the total Option Shares (e.g., if, immediately prior to such termination, forty percent (40%) of the total Option Shares are vested, then following such termination, eighty percent (80%) of the total Option Shares will be vested); provided, that the Option shall never be more than 100% vested.

2. Miscellaneous. The provisions of this Amendment shall apply to each Outstanding Award Agreement only to the extent that the underlying Award has not previously been exercised, paid, cancelled, forfeited, terminated, or expired. Except as expressly amended hereby, the terms and conditions of each Outstanding Award Agreement shall remain in full force and effect. This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to conflicts of laws principles thereof.