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

FORM 10-Q

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

For the quarterly period ended December 28, 2019

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 Exchange 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

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 such shorter period that the registrant was required to file such reports), and (2) have 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 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, accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer ☒ Accelerated Filer ☐ Non-accelerated Filer ☐ Smaller Reporting Company ☐ Emerging Growth Company ☐

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

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

There were 132.4 million shares of common stock outstanding at January 31, 2020.

CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS

This Form 10-Q includes "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, with respect to our financial condition, results of operations and business and our expectations or beliefs concerning future events. The forward-looking statements include, in particular, statements about our plans, strategies and prospects under the heading "Management's Discussion and Analysis of Financial Condition and Results of Operations." These statements contain words such as “believes,” “expects,” “may,” “will,” “should,” “would,” “could,” “seeks,” “approximately,” “intends,” “plans,” “estimates,” “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. We derive many of our forward-looking statements from our operating budgets and forecasts, which are based upon many detailed assumptions. While we believe that our assumptions are reasonable, we caution that it is very difficult to predict the impact of known factors, and it is impossible for us to anticipate all factors that could affect our actual results. All forward-looking statements are based upon information available to us on the date of this Form 10-Q, 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.

Readers should carefully review the factors discussed in our most recent Form 10-K in the section titled "Risk Factors" and other risk factors identified from time to time in our periodic filings with the Securities and Exchange Commission.

Berry Global Group, Inc.
Form 10-Q Index
For Quarterly Period Ended December 28, 2019

Part I. Financial Information

Item 1. Financial Statements

Berry Global Group, Inc.
Consolidated Statements of Income
(Unaudited)
(in millions of dollars, except per share amounts)

	Quarterly Period Ended	
	December 28, 2019	December 29, 2018
Net sales	**$ 2,816**	$ 1,972
Costs and expenses:		
Cost of goods sold	**2,296**	1,616
Selling, general and administrative	**229**	124
Amortization of intangibles	**75**	42
Restructuring and transaction activities	**17**	14
Operating income	**199**	176
Other expense, net	**13**	—
Interest expense, net	**118**	64
Income before income taxes	**68**	112
Income tax expense	**21**	24
Net income	**$ 47**	$ 88
Net income per share:		
Basic	**$ 0.36**	$ 0.67
Diluted	**0.35**	0.66
Outstanding weighted-average shares:		
Basic	**132.3**	131.1
Diluted	**134.3**	133.8

Consolidated Statements of Comprehensive Income
(Unaudited)
(in millions of dollars)

	Quarterly Period Ended	
	December 28, 2019	December 29, 2018
Net income	**$ 47**	$ 88
Other comprehensive income (loss), net of tax:		
Currency translation	**92**	(4)
Derivative instruments	**13**	(17)
Other comprehensive income (loss)	**105**	(21)
Comprehensive income	**$ 152**	$ 67

See notes to consolidated financial statements.

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

	December 28, 2019 (Unaudited)	September 28, 2019
Assets		
Current assets:		
Cash and cash equivalents	$ 673	$ 750
Accounts receivable (less allowance of 28 and 28, respectively)	1,400	1,526
Finished goods	833	743
Raw materials and supplies	579	581
Prepaid expenses and other current assets	188	157
Total current assets	3,673	3,757
Noncurrent assets:		
Property, plant, and equipment	4,799	4,714
Goodwill and intangible assets	7,840	7,831
Right-of-use assets	596	—
Other assets	116	167
Total assets	$ 17,024	$ 16,469
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	$ 1,062	$ 1,159
Accrued employee costs	201	214
Other current liabilities	718	562
Current portion of long-term debt	96	104
Total current liabilities	2,077	2,039
Noncurrent liabilities:		
Long-term debt, less current portion	11,140	11,261
Deferred income taxes	731	803
Employee benefit obligations	328	327
Operating lease liabilities	502	—
Other long-term liabilities	460	421
Total liabilities	15,238	14,851
Stockholders' equity:		
Common stock (132.5 and 132.3 million shares issued, respectively)	1	1
Additional paid-in capital	970	949
Retained earnings	1,096	1,054
Accumulated other comprehensive loss	(281)	(386)
Total stockholders' equity	1,786	1,618
Total liabilities and stockholders' equity	$ 17,024	$ 16,469

See notes to consolidated financial statements.

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

Quarterly Period Ended	Common Stock	Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Total
Balance at September 28, 2019	$ 1	$ 949	$ (386)	$ 1,054	$ 1,618
Net income	—	—	—	47	47
Other comprehensive income	—	—	105	—	105
Share-based compensation	—	19	—	—	19
Proceeds from issuance of common stock	—	2	—	—	2
Adoption of lease accounting standard	—	—	—	(5)	(5)
Balance at December 28, 2019	**$ 1**	**$ 970**	**$ (281)**	**$ 1,096**	**$ 1,786**
Balance at September 29, 2018	$ 1	$ 870	$ (156)	$ 719	$ 1,434
Net income	—	—	—	88	88
Other comprehensive loss	—	—	(21)	—	(21)
Share-based compensation	—	3	—	—	3
Proceeds from issuance of common stock	—	5	—	—	5
Common stock repurchased and retired	—	(2)	—	(52)	(54)
Balance at December 29, 2018	$ 1	$ 876	$ (177)	$ 755	$ 1,455

See notes to consolidated financial statements.

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

	Quarterly Period Ended	
	December 28, 2019	December 29, 2018
Cash Flows from Operating Activities:		
Net income	$ **47**	$ 88
Adjustments to reconcile net cash provided by operating activities:		
Depreciation	**141**	96
Amortization of intangibles	**75**	42
Non-cash interest	**4**	(1)
Deferred income tax	**(16)**	4
Share-based compensation expense	**19**	3
Other non-cash operating activities, net	**17**	4
Changes in working capital	**(68)**	(71)
Changes in other assets and liabilities	**(1)**	(4)
Net cash from operating activities	**218**	161
Cash Flows from Investing Activities:		
Additions to property, plant and equipment, net	**(148)**	(75)
Net cash from investing activities	**(148)**	(75)
Cash Flows from Financing Activities:		
Repayments on long-term borrowings	**(164)**	(110)
Proceeds from issuance of common stock	**2**	5
Repurchase of common stock	**—**	(52)
Payment of tax receivable agreement	**—**	(16)
Debt financing costs	**(2)**	—
Net cash from financing activities	**(164)**	(173)
Effect of exchange rate changes on cash	**17**	(1)
Net change in cash	**(77)**	(88)
Cash and cash equivalents at beginning of period	**750**	381
Cash and cash equivalents at end of period	**$ 673**	$ 293

See notes to consolidated financial statements.

1. Basis of Presentation

The accompanying unaudited Condensed Consolidated Financial Statements of Berry Global Group, Inc. ("the Company," "we," or "Berry") have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP") pursuant to the rules and regulations of the Securities and Exchange Commission for interim reporting. Accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statements. In preparing financial statements in conformity with GAAP, we must make estimates and assumptions that affect the reported amounts and disclosures at the date of the financial statements and during the reporting period. Actual results could differ from those estimates. The Company has recast certain prior period amounts to conform to current reporting. In the opinion of management, all adjustments (consisting of normal recurring adjustments) considered necessary for a fair presentation have been included, and all subsequent events up to the time of the filing have been evaluated. For further information, refer to the Company's most recent Form 10-K filed with the Securities and Exchange Commission.

2. Recent Accounting Pronouncements

Changes to GAAP are established by the Financial Accounting Standards Board ("FASB") in the form of accounting standards updates to the FASB's Accounting Standards Codification. During fiscal 2020, with the exception of the below, there have been no developments to the recently adopted accounting pronouncements from those disclosed in the Company's 2019 Annual Report on Form 10-K that are considered to have a material impact on our unaudited consolidated financial statements.

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: 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. See Note 6. Leases for more 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 is effective for interim and annual periods beginning after December 15, 2019. The Company is in the process of evaluating this new standard, however, the Company does not anticipate this to have a material impact.

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 fiscal years ending after December 15, 2020. 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 fiscal years beginning after December 15, 2020. The Company is currently evaluating the impact of the adoption of this standard to our disclosures.

3. Revenue and Accounts Receivable

Our revenues are primarily derived from the sale of plastic packaging products to customers. 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 source of variable consideration are customer rebates. The accrual for customer rebates was $127 million and $114 million at December 28, 2019 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 10. Segment and Geographic Data for further information.

The Company has entered into various qualifying 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 $222 million and $212 million for the three months ended December 28, 2019 and December 29, 2018, respectively. There were no amounts outstanding from financial institutions related to these programs. The fees associated with the transfer of receivables for all programs were not material for any of the periods presented.

4. 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 manufacture, and is one of the largest plastic converters 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 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 preliminary estimates of fair value. The preliminary fair value estimates were determined based on our historical acquisition experience. The final purchase accounting allocations for the RPC acquisition will depend on a number of factors, including the final valuation of our long-lived tangible and identified intangible assets acquired and liabilities assumed, and finalization of income tax effects of the opening balance sheet. The actual fair values of RPC’s assets acquired, liabilities assumed and resulting goodwill may differ materially once finalized. The preliminary estimated fair value of assets acquired and liabilities assumed consisted of working capital of $700 million, property and equipment of $2,375 million, intangible assets of $1,712 million, goodwill of $2,205 million and other assets and long-term liabilities of $922 million. The working capital includes a $39 million step up of inventory to fair value. 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.

To finance the purchase, the Company issued $1,250 million aggregate principal amount of 4.875% first priority senior secured notes due 2026, $500 million aggregate principal amount of 5.625% 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 $3.2 billion and $97 million, respectively, for the quarterly period ended December 29, 2018. 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. SFL recorded $96 million in net sales during fiscal 2019.

5. Restructuring and Transaction Activities

The table below includes the significant components of the restructuring and transaction activities, by reporting segment:

	Quarterly Period Ended	
	December 28, 2019	December 29, 2018
Consumer Packaging International	**$ 10**	$ —
Consumer Packaging North America	**2**	1
Engineered Materials	**3**	1
Health, Hygiene & Specialties	**2**	12
Consolidated	**$ 17**	$ 14

The table below sets forth the activity with respect to the restructuring and transaction activities accrual at December 28, 2019

	Restructuring				
	Employee Severance and Benefits	**Facility Exit Costs**	**Non-cash Impairment Charges**	**Transaction Activities**	**Total**
Balance at September 28, 2019	$ 2	$ 5	$ —	$ —	$ 7
Charges	**4**	**—**	**2**	**11**	**17**
Non-cash asset impairment	**—**	**—**	**(2)**	**—**	**(2)**
Cash payments	**(2)**	**—**	**—**	**(11)**	**(13)**
Balance at December 28, 2019	**$ 4**	**$ 5**	**$ —**	**$ —**	**$ 9**

6. 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**	**December 28, 2019**
Assets		
Operating lease right-of-use assets	Right-of-use assets	$ 596
Finance lease right-of-use assets	Property, plant, and equipment	108
Current liabilities		
Operating lease liabilities	Other current liabilities	$ 110
Finance lease liabilities	Current portion of long-term debt	19
Non-current liabilities		
Operating lease liabilities	Operating lease liabilities	$ 502
Finance lease liabilities	Long-term debt, less current portion	82

Lease cost	**Quarterly Period Ended December 28, 2019**
Operating lease cost	$ 29
Finance lease cost:	
Amortization of right-of-use assets	4
Interest on lease liabilities	1
Total finance lease cost	5
Short-term lease cost	4
Total lease cost	$ 38

Cash paid for amounts included in lease liabilities	**Quarterly Period Ended December 28, 2019**
Operating cash flows from operating leases	$ 29
Operating cash flows from finance leases	1
Financing cash flows from finance leases	13

	December 28, 2019
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	3.7%

At December 28, 2019, annual lease commitments were as follows:

Fiscal Year	Operating Leases	Finance Leases
Remainder of 2020	**$ 114**	**$ 23**
2021	**105**	**27**
2022	**90**	**26**
2023	**77**	**13**
2024	**67**	**8**
Thereafter	**290**	**11**
Total lease payments	**743**	**108**
Less: Interest	**(131)**	**(7)**
Present value of lease liabilities	**$ 612**	**$ 101**

7. Long-Term Debt

Long-term debt consists of the following:

Facility	Maturity Date	December 28, 2019	September 28, 2019
Term loan	October 2022	**$ 1,545**	$ 1,545
Term loan	January 2024	**452**	489
Term loan	July 2026	**4,239**	4,250
Term loan - euro denominated	July 2026	**1,199**	1,176
Revolving line of credit	May 2024	**—**	—
5.50% Second Priority Senior Secured Notes	May 2022	**500**	500
6.00% Second Priority Senior Secured Notes	October 2022	**300**	400
5.125% Second Priority Senior Secured Notes	July 2023	**700**	700
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
Debt discounts and deferred fees		**(105)**	(112)
Finance leases and other	Various	**156**	167
Total long-term debt		**11,236**	11,365
Current portion of long-term debt		**(96)**	(104)
Long-term debt, less current portion		**$ 11,140**	$ 11,261

The Company was in compliance with all debt covenants for all periods presented.

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

8. 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.

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) and June 2024 (€1,625 million and £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 December 28, 2019, we had outstanding long-term debt of €1,072 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).

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).

As of December 28, 2019, 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 2.000%, with an expiration in May 2022, (ii) a $1 billion interest rate swap transaction that swaps a one-month variable LIBOR contract for a fixed annual rate of 2.808% with an expiration in September 2021, (iii) 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 expiration in July 2023, (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.

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:

Derivative Instruments	**Hedge Designation**	**Balance Sheet Location**	**December 28, 2019**	September 28, 2019
Cross-currency swaps	Designated	Other assets	**$ 28**	$ 88
Cross-currency swaps	Designated	Other long-term liabilities	**42**	—
Interest rate swaps	Designated	Other long-term liabilities	**61**	81

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

		Quarterly Period Ended	
Derivative Instruments	**Statements of Income Location**	**December 28, 2019**	December 29, 2018
Cross-currency swaps	Interest expense, net	**$ (2)**	$ (4)
Interest rate swaps	Interest expense, net	**17**	(2)

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 2019 assessment. No impairment indicators were identified in the current quarter.

Included in the following table are the major categories of assets measured at fair value on a non-recurring basis as of December 28, 2019 and September 28, 2019, along with the impairment loss recognized on the fair value measurement during the period:

	As of December 28, 2019				
	Level 1	**Level 2**	**Level 3**	**Total**	**Impairment**
Indefinite-lived trademarks	**$ —**	**$ —**	**$ 248**	**$ 248**	**$ —**
Goodwill	**—**	**—**	**5,084**	**5,084**	**—**
Definite lived intangible assets	**—**	**—**	**2,508**	**2,508**	**—**
Property, plant, and equipment	**—**	**—**	**4,799**	**4,799**	**2**
Total	**$ —**	**$ —**	**$ 12,639**	**$ 12,639**	**$ 2**

	As of September 28, 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

The Company's financial instruments consist primarily of cash and cash equivalents, long-term debt, interest rate and cross-currency swap agreements, and capital lease obligations. The fair value of our marketable long-term indebtedness exceeded book value by $167 million as of December 28, 2019. The Company's long-term debt fair values were determined using Level 2 inputs as other significant observable inputs were not available.

9. Income Taxes

The effective tax rate was31% for the quarter and was negatively impacted by4% from foreign rate differential, 3% from uncertain tax positions recognized in the quarter, and other discrete items.

10. Segment and Geographic Data

The Company's operations are organized intofour 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 optimal service, drive future growth, and to facilitate synergies realization.

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

	Quarterly Period Ended	
	December 28, 2019	December 29, 2018
Net sales:		
Consumer Packaging International	**$ 1,010**	$ 51
Consumer Packaging North America	**680**	601
Engineered Materials	**585**	661
Health, Hygiene & Specialties	**541**	659
Total net sales	**$ 2,816**	$ 1,972
Operating income:		
Consumer Packaging International	**$ 45**	$ 4
Consumer Packaging North America	**49**	33
Engineered Materials	**70**	93
Health, Hygiene & Specialties	**35**	46
Total operating income	**$ 199**	$ 176
Depreciation and amortization:		
Consumer Packaging International	**$ 81**	$ 4
Consumer Packaging North America	**65**	53
Engineered Materials	**29**	31
Health, Hygiene & Specialties	**41**	50
Total depreciation and amortization	**$ 216**	$ 138

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

	Quarterly Period Ended	
	December 28, 2019	December 29, 2018
Net sales:		
United States & Canada	**$ 1,513**	$ 1,565
Europe	**1,003**	192
Rest of world	**300**	215
Total net sales	**$ 2,816**	$ 1,972

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

	Quarterly Period Ended	
	December 28, 2019	December 29, 2018
Net sales:		
Packaging	**81**	100
Non-packaging	**19**	—
Consumer Packaging International	**100%**	100%
Rigid Open Top	**45**	44
Rigid Closed Top	**55**	56
Consumer Packaging North America	**100%**	100%
Core Films	**37**	39
Retail & Industrial	**63**	61
Engineered Materials	**100%**	100%
Health	**16**	15
Hygiene	**56**	58

Specialties	**28**	27
Health, Hygiene & Specialties	**100%**	100%

11. Contingencies and Commitments

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, we believe that any ultimate liability would not be material to our financial statements.

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

12. Share Repurchase Program

No shares were repurchased during the quarter. Authorized share repurchases of $393 million remain available to the Company.

13. Basic and Diluted 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 calculated 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. For the three months ended December 28, 2019, 7.2 million shares were excluded from the diluted net income per share calculation as their effect would be anti-dilutive.

The following tables provide a reconciliation of the numerator and denominator of the basic and diluted net income per share calculations:

	Quarterly Period Ended	
(in millions, except per share amounts)	**December 28, 2019**	December 29, 2018
Numerator		
Consolidated net income	**$ 47**	$ 88
Denominator		
Weighted average common shares outstanding - basic	**132.3**	131.1
Dilutive shares	**2.0**	2.7
Weighted average common and common equivalent shares outstanding - diluted	**134.3**	133.8
Per common share income		
Basic	**$ 0.36**	$ 0.67
Diluted	**$ 0.35**	$ 0.66

14. Accumulated Other Comprehensive Loss

The components and activity of Accumulated other comprehensive loss are as follows:

Quarterly Period Ended	Currency Translation	Defined Benefit Pension and Retiree Health Benefit Plans	Derivative Instruments	Accumulated Other Comprehensive Loss
Balance at September 28, 2019	$ (279)	$ (56)	$ (51)	$ (386)
Other comprehensive income before reclassifications	**67**	**—**	**1**	**68**
Net amount reclassified from accumulated other comprehensive loss	**—**	**—**	**17**	**17**
Provision for income taxes	**25**	**—**	**(5)**	**20**
Balance at December 28, 2019	**$ (187)**	**$ (56)**	**$ (38)**	**$ (281)**

	Currency Translation	Defined Benefit Pension and Retiree Health Benefit Plans	Derivative Instruments	Accumulated Other Comprehensive Loss
Balance at September 29, 2018	$ (175)	$ (13)	$ 32	$ (156)
Other comprehensive loss before reclassifications	(4)	—	(22)	(26)
Net amount reclassified from accumulated other comprehensive loss	—	—	(2)	(2)
Provision for income taxes	—	—	7	7
Balance at December 29, 2018	$ (179)	$ (13)	$ 15	$ (177)

15. Guarantor and Non-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 Note, "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 condensed consolidating financial information for the Parent, Issuer, guarantor subsidiaries and non-guarantor subsidiaries. The Issuer and guarantor financial information includes all of our domestic operating subsidiaries; our non-guarantor subsidiaries include our foreign subsidiaries, certain immaterial domestic subsidiaries and the unrestricted subsidiaries under the Issuer's indentures. The Parent uses the equity method to account for its ownership in the Issuer in the Condensed Consolidating Supplemental Financial Statements. The Issuer uses the equity method to account for its ownership in the guarantor and non-guarantor subsidiaries. All consolidating entries are included in the eliminations column along with the elimination of intercompany balances.

Condensed Supplemental Consolidated Statements of Income

	Quarterly Period Ended December 28, 2019					
	Parent	**Issuer**	**Guarantor Subsidiaries**	**Non-Guarantor Subsidiaries**	**Eliminations**	**Total**
Net sales	**$ —**	**$ 129**	**$ 1,238**	**$ 1,449**	**$ —**	**$ 2,816**
Cost of goods sold	**—**	**78**	**1,025**	**1,193**	**—**	**2,296**
Selling, general and administrative	**—**	**28**	**88**	**113**	**—**	**229**
Amortization of intangibles	**—**	**—**	**32**	**43**	**—**	**75**
Restructuring and transaction activities	**—**	**4**	**2**	**11**	**—**	**17**
Operating income	**—**	**19**	**91**	**89**	**—**	**199**
Other expense (income), net	**—**	**5**	**(1)**	**9**	**—**	**13**
Interest expense, net	**—**	**9**	**84**	**25**	**—**	**118**
Equity in net income of subsidiaries	**(68)**	**(24)**	**—**	**—**	**92**	**—**
Income before income taxes	**68**	**29**	**8**	**55**	**(92)**	**68**
Income tax expense	**21**	**(18)**	**—**	**39**	**(21)**	**21**
Net income	**$ 47**	**$ 47**	**$ 8**	**$ 16**	**$ (71)**	**$ 47**
Comprehensive net income	**$ 47**	**$ (41)**	**$ 8**	**$ 209**	**$ (71)**	**$ 152**

	Quarterly Period Ended December 29, 2018					
	Parent	**Issuer**	**Guarantor Subsidiaries**	**Non-Guarantor Subsidiaries**	**Eliminations**	**Total**
Net sales	$ —	$ 141	$ 1,377	$ 454	$ —	$ 1,972
Cost of goods sold	—	85	1,141	390	—	1,616
Selling, general and administrative	—	13	87	24	—	124
Amortization of intangibles	—	—	36	6	—	42
Restructuring and transaction activities	—	—	8	6	—	14
Operating income (loss)	—	43	105	28	—	176
Other income, net	—	1	1	(2)	—	—
Interest expense, net	—	5	45	14	—	64
Equity in net income of subsidiaries	(112)	(67)	—	—	179	—
Income before income taxes	112	104	59	16	(179)	112
Income tax expense	24	16	—	8	(24)	24
Net income	$ 88	$ 88	$ 59	$ 8	$ (155)	$ 88
Comprehensive net income	$ 88	$ 79	$ 59	$ (4)	$ (155)	$ 67

Condensed Supplemental Consolidated Balance Sheets

	December 28, 2019					
	Parent	**Issuer**	**Guarantor Subsidiaries**	**Non-Guarantor Subsidiaries**	**Eliminations**	**Total**
Current assets	**$ —**	**$ 269**	**$ 1,153**	**$ 2,251**	**$ —**	**$ 3,673**
Intercompany receivable	**549**	**1,078**	**—**	**332**	**(1,959)**	**—**
Property, plant, and equipment	**—**	**77**	**1,696**	**3,026**	**—**	**4,799**
Other assets	**1,968**	**13,415**	**4,671**	**4,420**	**(15,922)**	**8,552**
Total assets	**$ 2,517**	**$ 14,839**	**$ 7,520**	**$ 10,029**	**$ (17,881)**	**$ 17,024**
Current liabilities	**$ —**	**$ 460**	**$ 514**	**$ 1,103**	**$ —**	**$ 2,077**
Intercompany payable	**—**	**—**	**1,959**	**—**	**(1,959)**	**—**
Other long-term liabilities	**731**	**11,715**	**68**	**647**	**—**	**13,161**
Stockholders' equity	**1,786**	**2,664**	**4,979**	**8,279**	**(15,922)**	**1,786**
Total liabilities and stockholders' equity	**$ 2,517**	**$ 14,839**	**$ 7,520**	**$ 10,029**	**$ (17,881)**	**$ 17,024**

	September 28, 2019					
	Parent	**Issuer**	**Guarantor Subsidiaries**	**Non-Guarantor Subsidiaries**	**Eliminations**	**Total**
Current assets	$ —	$ 172	$ 1,065	$ 2,520	$ —	$ 3,757
Intercompany receivable	503	1,401	—	381	(2,285)	—
Property, plant and equipment	—	78	1,645	2,991	—	4,714
Other assets	1,918	12,873	4,706	4,252	(15,751)	7,998
Total assets	$ 2,421	$ 14,524	$ 7,416	$ 10,144	$ (18,036)	$ 16,469
Current liabilities	$ —	$ 349	$ 513	$ 1,177	$ —	$ 2,039
Intercompany payable	—	—	1,859	426	(2,285)	—
Other long-term liabilities	803	11,465	73	471	—	12,812
Stockholders' equity	1,618	2,710	4,971	8,070	(15,751)	1,618
Total liabilities and stockholders' equity	$ 2,421	$ 14,524	$ 7,416	$ 10,144	$ (18,036)	$ 16,469

Condensed Supplemental Consolidated Statements of Cash Flows

	Quarterly Period Ended December 28, 2019					
	Parent	**Issuer**	**Guarantor Subsidiaries**	**Non-Guarantor Subsidiaries**	**Eliminations**	**Total**
Cash Flow from Operating Activities	**$ —**	**$ 42**	**$ 97**	**$ 79**	**$ —**	**$ 218**
Cash Flow from Investing Activities						
Additions to property, plant, and equipment	**—**	**—**	**(66)**	**(82)**	**—**	**(148)**
(Contributions) distributions to/from subsidiaries	**(2)**	**2**	**—**	**—**	**—**	**—**
Acquisition of business	**—**	**—**	**—**	**1**	**—**	**1**
Divestiture of business	**—**	**(1)**	**—**	**—**	**—**	**(1)**
Intercompany advances (repayments)	**—**	**191**	**—**	**—**	**(191)**	**—**
Net cash from investing activities	**(2)**	**192**	**(66)**	**(81)**	**(191)**	**(148)**
Cash Flow from Financing Activities						
Repayments on long-term borrowings	**—**	**(161)**	**(1)**	**(2)**	**—**	**(164)**
Proceeds from issuance of common stock	**2**	**—**	**—**	**—**	**—**	**2**
Debt financing costs	**—**	**(2)**	**—**	**—**	**—**	**(2)**
Changes in intercompany balances	**—**	**—**	**(6)**	**(185)**	**191**	**—**
Net cash from financing activities	**2**	**(163)**	**(7)**	**(187)**	**191**	**(164)**
Effect of exchange rate changes on cash	**—**	**—**	**—**	**17**	**—**	**17**
Net change in cash	**—**	**71**	**24**	**(172)**	**—**	**(77)**
Cash and cash equivalents at beginning of period	**—**	**42**	**2**	**706**	**—**	**750**
Cash and cash equivalents at end of period	**$ —**	**$ 113**	**$ 26**	**$ 534**	**$ —**	**$ 673**

	Quarterly Period Ended December 29, 2018					
	Parent	**Issuer**	**Guarantor Subsidiaries**	**Non-Guarantor Subsidiaries**	**Eliminations**	**Total**
Cash Flow from Operating Activities	$ —	$ 55	$ 155	$ (49)	$ —	$ 161
Cash Flow from Investing Activities						
Additions to property, plant, and equipment	—	—	(59)	(16)	—	(75)
(Contributions) distributions to/from subsidiaries	47	(47)	—	—	—	—
Intercompany advances (repayments)	—	38	—	—	(38)	—
Net cash from investing activities	47	(9)	(59)	(16)	(38)	(75)
Cash Flow from Financing Activities						
Repayments on long-term borrowings	—	(108)	(2)	—	—	(110)
Proceeds from issuance of common stock	5	—	—	—	—	5
Repurchase of common stock	(52)	—	—	—	—	(52)
Payment of tax receivable agreement	(16)	—	—	—	—	(16)
Changes in intercompany balances	16	—	(93)	39	38	—
Net cash from financing activities	(47)	(108)	(95)	39	38	(173)
Effect of exchange rate changes on cash	—	—	—	(1)	—	(1)
Net change in cash	—	(62)	1	(27)	—	(88)
Cash and cash equivalents at beginning of period	—	133	4	244	—	381
Cash and cash equivalents at end of period	$ —	$ 71	$ 5	$ 217	$ —	$ 293

16. Subsequent Events

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.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion should be read in conjunction with the consolidated financial statements of Berry Global Group, Inc. and its subsidiaries and the accompanying notes thereto, which information is included elsewhere herein. This discussion contains forward-looking statements and involves numerous risks and uncertainties, including, but not limited to, those described in our most recent Form 10-K under the section titled "Risk Factors". Our actual results may differ materially from those contained in any forward-looking statements. Segment level discussion of the results is disclosed in a manner consistent with the organization structure at the end of the presented period. Fiscal 2019 and fiscal 2020 are fifty-two week periods.

Executive Summary

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 optimal service, drive future growth, and to facilitate synergies realization. The Consumer Packaging International segment primarily consists of containers, closures, dispensing systems, pharmaceutical devices and packaging, polythene films, and technical components and includes the international portion of the recently acquired RPC Group Plc ("RPC") business. 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.

Acquisitions. 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 is 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

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 $75 million is expected to be realized in fiscal 2020. See Note 4 to the Consolidated Financial Statements for further details on the acquisition of RPC.

Seal For Life

In July 2019, the Company completed the sale of our Seal For Life ("SFL") business which was operated in our Health, Hygiene & Specialties segment for net proceeds of $325 million. SFL recorded $96 million in net sales during fiscal 2019.

Raw Material Trends. Our primary raw material is plastic resin. Polypropylene and polyethylene account for approximately 90% of our plastic resin pounds purchased. The three month simple average price per pound, as published by U.S. market indices, were as follows:

	Polyethylene Butene Film			Polypropylene		
	2020	2019	2018	**2020**	2019	2018
1st quarter	**$ .58**	$ .64	$ .68	**$ .58**	$ .76	$ .71
2nd quarter	—	.61	.69	—	.63	.75
3rd quarter	—	.63	.68	—	.62	.76
4th quarter	—	.59	.66	—	.62	.85

Due to differences in the timing of passing through resin cost changes to our customers on escalator/de-escalator programs, segments are negatively impacted in the short term when plastic resin costs increase and are positively impacted when plastic resin costs decrease. This timing lag and competitor behaviors related to passing through raw material cost changes could affect our results as plastic resin costs fluctuate.

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 believe our Consumer Packaging business will continue to grow and our Engineered Materials and Health, Hygiene, & Specialties segments, will return to positive volumes in fiscal 2020. Furthermore, major investments in polyethylene and polypropylene globally should benefit the Company over the long-term. For fiscal 2020, we project cash flow from operations and free cash flow of $1,400 million and $800 million, respectively. The $800 million of free cash flow includes $600 million of capital spending, cash taxes of $160 million, cash interest costs of $500 million, and other cash uses of $90 million related to changes in working capital, acquisition integration expenses and costs to achieve synergies. 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."

Results of Operations

Comparison of the Quarterly Period Ended December 28, 2019 (the "Quarter") and the Quarterly Period Ended December 29, 2018 (the "Prior Quarter")

Acquisition sales and operating income disclosed within this section represents 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

	Quarter	Prior Quarter	$ Change	% Change
Net sales	**$ 2,816**	$ 1,972	$ 844	43%
Operating income	**$ 199**	$ 176	$ 23	13%
Operating income percentage of net sales	**7%**	9%		

The net sales growth is primarily attributed to acquisition net sales of $1,080 million partially offset by prior period divestiture sales of $28 million and lower selling prices of $183 million due to the pass through of lower resin costs.

The operating income increase is primarily attributed to acquisition operating income of $45 million and an $8 million decrease in depreciation and amortization. These improvements were partially offset by a $20 million negative impact from price cost spread and $12 million increase in selling, general and administrative expenses primarily related to increased stock compensation expense attributed to the timing of issuing annual option awards to employees.

Consumer Packaging International

	Quarter	Prior Quarter	$ Change	% Change
Net sales	**$ 1,010**	$ 51	$ 959	1,880%
Operating income	**$ 45**	$ 4	$ 41	1,025%
Operating income percentage of net sales	**4%**	8%		

The net sales growth in the Consumer Packaging International segment is primarily attributed to acquisition net sales from the RPC acquisition.

The operating income increase is attributed to acquisition operating income from the RPC acquisition.

Consumer Packaging North America

	Quarter	Prior Quarter	$ Change	% Change
Net sales	**$ 680**	$ 601	$ 79	13%
Operating income	**$ 49**	$ 33	$ 16	48%
Operating income percentage of net sales	**7%**	5%		

The net sales growth in the Consumer Packaging North America segment is primarily attributed to acquisition net sales of $116 million related to the U.S. portion of the acquired RPC business and a 3% base volume improvement partially offset by lower selling prices of $55 million due to the pass through of lower resin costs.

The operating income increase is primarily attributed to acquisition operating income of $11 million and$9 million from positive price cost spread, partially offset by a $4 million increase in selling, general and administrative expenses.

Engineered Materials

	Quarter	Prior Quarter	$ Change	% Change
Net sales	**$ 585**	$ 661	$ (76)	(11%)
Operating income	**$ 70**	$ 93	$ (23)	(25%)
Operating income percentage of net sales	**12%**	14%		

The net sales decline in the Engineered Materials segment is primarily attributed to lower selling prices of $61 million due to the pass through of lower resin costs and a 3% base volume decline due to softness in core films.

The operating income decrease is primarily attributed to a $18 million unfavorable impact from price cost spread and a $4 million impact from the base volume decline.

Health, Hygiene & Specialties

	Quarter	Prior Quarter	$ Change	% Change
Net sales	**$ 541**	$ 659	$ (118)	(18%)
Operating income	**$ 35**	$ 46	$ (11)	(24%)
Operating income percentage of net sales	**6%**	7%		

The net sales decline in the Health, Hygiene & Specialties segment is primarily attributed to lower selling prices of $67 million due to the pass through of lower resin costs, prior quarter sales of $28 million related to the divested SFL business and a $19 million decline as the result of a customer product transition.

The operating income decrease is primarily attributed to an $11 million unfavorable impact from price cost spread, prior quarter operating income of $9 million related to the divested SFL business, and a $6 million increase in selling, general and administrative expenses. These negatives werepartially offset by an $8 million decline in business integration costs and a $7 million decrease in depreciation and amortization.

Other expense, net

	Quarter	Prior Quarter	$ Change	% Change
Other expense, net	**$ 13**	$ —	$ 13	N/A

The other expense increase is primarily attributed to foreign currency changes related to the remeasurement of non-operating intercompany balances.

Interest expense, net

	Quarter	Prior Quarter	$ Change	% Change
Interest expense, net	**$ 118**	$ 64	$ 54	84%

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

Income tax expense

	Quarter	Prior Quarter	$ Change	% Change
Income tax expense	**$ 21**	$ 24	$ (3)	(13%)

The effective tax rate was 31% for the quarter and was negatively impacted by 4% from foreign rate differential, 3% from uncertain tax positions recognized in the quarter, and other discrete items.

Changes in Comprehensive Income

The $85 million increase in Comprehensive income from Prior Quarter is primarily attributed to a $71 million increase in currency translation and a $30 million favorable change in the fair value of derivative instruments, net of tax, partially offset by a $41 million decline in Net income. Currency translation changes 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, Canadian Dollar 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 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.

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 a $850 million asset-based revolving line of credit that matures in May 2024. At the end of the Quarter, the Company had no outstanding balance on the revolving credit facility. The Company was in compliance with all covenants at the end of the Quarter.

Cash Flows

Net cash from operating activities increased $57 million from the Prior Quarter primarily attributed to improved net income before non-cash activities related to the RPC acquisition.

Net cash used in investing activities increased $73 million from the Prior Quarter primarily attributed to increased capital expenditures as a result of the recent RPC acquisition.

Net cash used in financing activities decreased $9 million from the Prior Quarter primarily attributed to lower share repurchases and tax receivable agreement payments; partially offset by higher debt repayments.

Share Repurchases

No shares were repurchased during the quarter. Authorized share repurchases of$393 million remain available to the Company.

Free Cash Flow

We define "free cash flow" as cash flow from operating activities less net additions to property, plant and equipment.

Based on our definition, our consolidated free cash flow is summarized as follows:

	Quarterly Period Ended December 28, 2019
Cash flow from operating activities	$ 218
Additions to property, plant and equipment, net	(148)
Free cash flow	$ 70

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, limiting its usefulness as a comparative measure.

Liquidity Outlook

At December 28, 2019, our cash balance was $673 million, of which approximately 80% was 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. 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. However, we cannot predict our future results of operations and our ability to meet our obligations involves numerous risks and uncertainties, including, but not limited to, those described in the "Risk Factors" section of our most recent Form 10-K filed with the Securities and Exchange Commission and in this Form 10-Q, if any.

Item 3. 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. Our senior secured credit facilities are comprised of (i) $7.4 billion term loans and (ii) a $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 term loans is 2.00% per annum. As of period end, the LIBOR rate of approximately 1.80% was applicable to the term loans. A 0.25% change in LIBOR would increase our annual interest expense by $11 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. At period end, 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 2.000%, with an expiration in May 2022, (ii) a $1 billion interest rate swap transaction that swaps a one-month variable LIBOR contract for a fixed annual rate of 2.808% with an expiration in September 2021, (iii) 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 expiration in July 2023, (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 an immaterial impact on our Net income for the three months ended December 28, 2019.

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 £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 December 28, 2019, we had outstanding long-term debt of €1,072 million that was designated as a hedge of our net investment in certain euro-denominated foreign subsidiaries.

Item 4. Controls and Procedures

(a) Evaluation of disclosure controls and procedures.

Under applicable Securities and Exchange Commission regulations, management of a reporting company, with the participation of the principal executive officer and principal financial officer, must periodically evaluate the company's "disclosure controls and procedures," which are defined generally as controls and other procedures of a reporting company designed to ensure that information required to be disclosed by the reporting company in its periodic reports filed with the commission (such as this Form 10-Q) is recorded, processed, summarized, and reported on a timely basis.

The Company's management, with the participation of the Chief Executive Officer and the Chief Financial Officer, carried out an evaluation of the effectiveness of the design and operation of the disclosure controls and procedures. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that the design and operation of our disclosure controls and procedures were effective at the reasonable assurance level.

(b) Changes in internal controls.

The Company is in the process of implementing our standardized control procedures within RPC and expects this to be completed during fiscal 2020.

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

Part II. Other Information

Item 1. Legal Proceedings

There have been no material changes in legal proceedings from the items disclosed in our Form 10-K filed with the Securities and Exchange Commission.

Item 1A. Risk Factors

Before investing in our securities, we recommend that investors carefully consider the risks described in our most recent Form 10-K filed with the Securities and Exchange Commission, including those under the heading "Risk Factors" and other information contained in this Quarterly Report. Realization of any of these risks could have a material adverse effect on our business, financial condition, cash flows and results of operations. Except as set forth below, there were not material changes to the Company's risk factors as described in our most recent Form 10-K filed with the Securities and Exchange Commission.

Forward-looking Statements and Other Factors Affecting Future Results.

All forward-looking information and subsequent written and oral forward-looking statements attributable to us, or to persons acting on our behalf, are expressly qualified in their entirety by the cautionary statements. Some of the factors that we believe could affect our results include:

- risks associated with our substantial indebtedness and debt service;
- changes in prices and availability of resin and other raw materials and our ability to pass on changes in raw material prices to our customers on a timely basis;
- risks related to acquisitions or divestitures and integration of acquired businesses and their operations, and realization of anticipated cost savings and synergies;
- risk related to international business, including foreign currency exchange rate risk and the risks of compliance with applicable export controls, sanctions, anti-corruption laws and regulations;
- uncertainty regarding the United Kingdom’s withdrawal from the European Union and the outcome of future arrangements between the United Kingdom and the European Union;
- reliance on unpatented proprietary know-how and trade secrets;
- the phase-out of the London Interbank Offered Rate (LIBOR), or the replacement of LIBOR with a different reference rate or modification of the method used to calculate LIBOR, which may adversely affect interest rates;
- increases in the cost of compliance with laws and regulations, including environmental, safety, anti-plastic legislation, production and product laws and regulations;
- employee shutdowns or strikes or the failure to renew effective bargaining agreements;
- risks related to disruptions in the overall economy and the financial markets that may adversely impact our business;
- risk of catastrophic loss of one of our key manufacturing facilities, natural disasters, and other unplanned business interruptions;
- risks related to the failure of, inadequacy of, or attacks on our information technology systems and infrastructure;
- risks related to market acceptance of our developing technologies and products;
- general business and economic conditions, particularly an economic downturn;
- risks that our restructuring programs may entail greater implementation costs or result in lower cost savings than anticipated;
- ability of our insurance to fully cover potential exposures;
- risks related to future write-offs of substantial goodwill;
- risks of competition, including foreign competition, in our existing and future markets;
- new legislation or new regulations and the Company's corresponding interpretations of either may affect our business and consolidated financial condition and results of operations; and
- the other factors discussed in our most recent Form 10-K and in this Form 10-Q in the section titled "Risk Factors."

We caution readers that the foregoing list of important 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 Form 10-Q may not in fact occur. Accordingly, investors should not place undue reliance on those statements. 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.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Issuer Repurchases of Equity Securities

During the quarter, the Company did not repurchase any shares. As of December 28, 2019, $393 million of authorized shares remained available to purchase under the program.

Item 6. Exhibits

Exhibit No.	Description of Exhibit
4.1	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 Form 8-K filed on January 2, 2020).
10.1*	Incremental Assumption Agreement, 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, and Goldman Sachs Bank USA as the Initial Term Y Lender, dated as of December 17, 2019
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

SIGNATURE

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

Berry Global Group, Inc.

January 31, 2020

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

EXHIBIT 10.1

INCREMENTAL ASSUMPTION AGREEMENT

Dated as of December 17, 2019,

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

and

GOLDMAN SACHS BANK USA

as Initial Term Y Lender

INCREMENTAL ASSUMPTION AGREEMENT

THIS INCREMENTAL ASSUMPTION AGREEMENT (this " Agreement"), dated as of December 17, 2019, is among BERRY GLOBAL, INC. (formerly known as Berry Plastics Corporation), a Delaware corporation (the "Borrower"), BERRY GLOBAL GROUP, INC. (formerly known as Berry Plastics Group, Inc.), a Delaware corporation ("Holdings"), each Subsidiary of the Borrower listed on the signature pages hereto (together with Holdings and Borrower, the "Loan Parties"), Goldman Sachs Bank USA, as an Incremental Term Lender (as defined in the Credit Agreement referred to below) with respect to the Term Y Loans (in such capacity, the "Initial Term Y Lender ") and Credit Suisse AG, Cayman Islands Branch (formerly known as Credit Suisse, Cayman Islands Branch), as administrative agent (in such capacity, the "Administrative Agent") for the Lenders under the Credit Agreement.

PRELIMINARY STATEMENTS:

(1) The Loan Parties, the Administrative Agent and the other agents and lenders party thereto are parties to the Second Amended and Restated Term Loan Credit Agreement dated as of April 3, 2007 (as modified by that certain Incremental Assumption Agreement, dated as of February 8, 2013, that certain Incremental Assumption Agreement, dated as of January 6, 2014, that certain Incremental Assumption Agreement and Amendment, dated as of October 1, 2015, that certain Incremental Assumption Agreement and Amendment, dated as of June 15, 2016, that certain Incremental Assumption Agreement, dated as of January 19, 2017, that certain Incremental Assumption Agreement, dated as of February 10, 2017, that certain Incremental Assumption Agreement, dated as of August 10, 2017, that certain Incremental Assumption Agreement, dated as of November 27, 2017, that certain Incremental Assumption Agreement and Amendment dated as of February 12, 2018, that certain Incremental Assumption Agreement, dated as of May 16, 2018, that certain Amendment Agreement, dated as of April 10, 2019, that certain Incremental Assumption Agreement and Amendment, dated as of July 1, 2019 and that certain Incremental Assumption Agreement, dated as of October 18, 2019 (collectively, the "Prior Amendments"), the "Credit Agreement"). Capitalized terms not otherwise defined in this Agreement have the same meanings as specified in the Credit Agreement.

(2) The Borrower has requested that the Initial Term Y Lender provide an Incremental Term Loan Commitment (and Incremental Term Loans consisting of Other Term Loans) in the principal amount of $4,228,750,000.00 (such commitment, the "Term Y Loan Commitment " and such Incremental Term Loans, the "Term Y Loans "), and the Initial Term Y Lender is willing to provide the Term Y Loan Commitment and Term Y Loans, subject in each case to the terms and conditions set forth herein.

(3) The Loan Parties, the Initial Term Y Lender and the Administrative Agent are entering into this Agreement in order to evidence the Term Y Loan Commitment and Term Y Loans in accordance with Section 2.21 of the Credit Agreement.

SECTION 1. New Commitments and New Loans

(a) Pursuant to Section 2.21 of the Credit Agreement, and subject to the satisfaction of the conditions set forth in Section 4 hereof:

(i) The Initial Term Y Lender agrees to make a single loan to the Borrower on the Funding Date (as defined below) in a principal amount equal to the amount set forth with respect to the Initial Term Y Lender on Schedule 1 hereto.

(b) The Administrative Agent hereby approves of the Initial Term Y Lender as an Incremental Term Lender under the Credit Agreement and approves of the terms of the Term Y Loans as set forth in Section 2 hereof

(c) For purposes of this Agreement, the following terms have the meanings ascribed below:

(i) "Amendment Lead Arrangers" means Goldman Sachs Bank USA (through itself or one of its affiliates), Citigroup Global Markets Inc., Credit Suisse Loan Funding LLC, Barclays Bank PLC, Deutsche Bank Securities Inc., JPMorgan Chase Bank, N.A., BofA Securities, Inc., Wells Fargo Securities, LLC and Morgan Stanley Senior Funding, Inc.

SECTION 2. Terms of the Term Y Loans

Pursuant to Section 2.21 of the Credit Agreement, the Term Y Loans shall be Other Term Loans, the terms of which shall be as follows:

(a) The aggregate principal amount of the Term Y Loans and Term Y Loan Commitment shall be $4,228,750,000.00.

(b) The final maturity date of the Term Y Loans shall be July 1, 2026.

(c) The Applicable Margin with respect to the Term Y Loans shall be 2.00% per annum in the case of any Eurocurrency Loan that is a Term Y Loan and shall be 1.00% for any ABR Loan that is a Term Y Loan.

(d) Notwithstanding anything herein or in the Credit Agreement to the contrary, in the event that, on or prior to the six-month anniversary of the Funding Date, there occurs any Term Y Loan Repricing Event (as defined below) or in connection with a Term Y Loan Repricing Event constituting an amendment or conversion of Term Y Loans, any Lender is required to assign its Term Y Loans pursuant to Section 2.19(c) of the Credit Agreement, the Borrower shall on the date of such Term Y Loan Repricing Event pay to the Administrative Agent, for the account of each Lender with such Term Y Loans that are subject to such Term Y Loan Repricing Event or are required to be so assigned, a fee equal to 1.00% of the principal amount of the Term Y Loans subject to such Term Y Loan Repricing Event or required to be so assigned; provided that any prepayment of any Term Y Loans made in connection with a Change in Control shall not require the payment of the 1.00% premium otherwise provided for in this paragraph.

For purposes of this Section 2(d), "Term Y Loan Repricing Event" shall mean any prepayment or repayment of Term Y Loans with the proceeds of, or any conversion or amendment of Term Y Loans into, any new or replacement tranche of term loans bearing interest with an "effective yield" (taking into account, for example, upfront fees, interest rate spreads, interest rate benchmarks floors and original interest discount, but excluding the effect of any arrangement, structuring, syndication or other fees payable in connection therewith that are not shared with all lenders or holders of such new or replacement loans and without taking into account any fluctuations in the Adjusted LIBO Rate or comparable rate) less than the "effective yield" applicable to the Term Y Loans (as such comparative yields are determined consistent with generally accepted financial practices) (it being understood that (x) in each case, the yield shall exclude any structuring, commitment and arranger fees or other fees unless such similar fees are paid to all lenders generally in the primary syndication of such new or replacement tranche of term loans and shall include any rate floors and any upfront or similar fees paid to all lenders generally in the primary syndication of such new or replacement tranche of term loans or original issue discount payable with respect to such new or replacement tranche of term loans and (y) any such repayment, prepayment or conversion shall only constitute a Term Y Loan Repricing Event to the extent the primary purpose of such repayment, prepayment, conversion or amendment, as reasonably determined by the Borrower in good faith, is to reduce the "effective yield" on the Term Y Loans).

(e) All other terms not described herein and relating to the Term Y Loans shall be the same as the terms of the Term U Loans in effect immediately prior to the Funding Date.

SECTION 3. Reserved.

Conditions.

(a) Conditions to Effectiveness. This Agreement shall become effective on and as of the date (the "Effective Date") on which the following conditions shall have been satisfied:

(i) The Administrative Agent (or its counsel) shall have received from each party hereto prior to giving effect to this Agreement either (i) a counterpart of this Agreement signed on behalf of such party or (ii) written evidence satisfactory to the Administrative Agent (which may include electronic transmission of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement.

(ii) The Amendment Lead Arrangers shall have received, at least three business days prior to the Effective Date, all documentation and other information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the PATRIOT Act, to the extent requested in writing at least 10 days prior to the Effective Date.

(iii) To the extent the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, no later than three business days prior to the Effective Date, the Administrative Agent and the Amendment Lead Arrangers shall have received a Beneficial Ownership Certification in relation to the Borrower to the extent reasonably requested by such party at least 10 days prior to the Effective Date.

(b) Conditions to Funding. The Initial Term Y Lender agrees to make its Term Y Loans to the Borrower in an aggregate principal amount equal to its Term Y Loan Commitment on and as of the date (the "Funding Date") on which the following conditions shall have been satisfied:

(i) The Administrative Agent shall have received, on behalf of itself and the Lenders (including the Initial Term Y Lender), a favorable written opinion of (i) Bryan Cave Leighton Paisner LLP, special counsel for the Loan Parties, (ii) Jason Greene, in-house counsel for the Loan Parties, and (iii) Godfrey & Kahn, S.C., Wisconsin counsel for certain of the Loan Parties, in each case, each (A) dated the Funding Date, (B) addressed to the Administrative Agent, the Collateral Agent and the Lenders (including the Initial Term Y Lender) and (C) customary in form and substance for transactions of the type contemplated hereby and reasonably satisfactory to the Administrative Agent and covering such matters as are customary for transactions of the type contemplated hereby and consistent with the opinions delivered in connection with the Prior Amendments (to the extent applicable).

(ii) The Administrative Agent shall have received in the case of each Loan Party each of the items referred to in clauses (A), (B), (C) and (D) below:

(A) a bringdown confirmation, dated not more than one Business Day prior to the Funding Date, as to the good standing (to the extent such concept or a similar concept exists under the laws of such jurisdiction) of each such Loan Party from the Secretary of State (or other similar official) of the jurisdiction of its organization;

(B) a certificate of the Secretary or Assistant Secretary or similar officer of each Loan Party dated the Funding Date and certifying,

(w) that attached thereto is a true and complete copy of resolutions duly adopted by the Board of Directors (or equivalent governing body) of such Loan Party (or its managing general partner or managing member) authorizing the execution, delivery and performance of this Agreement and, in the case of the Borrower, the borrowing of Term Y Loans, and that such resolutions have not been modified, rescinded or amended and are in full force and effect on the Funding Date;

(x) that (1) except as amended by any amendment attached to such Secretary's or Assistant Secretary's certificate, neither the certificate or articles of incorporation, certificate of limited partnership, certificate of formation or other similar constituting document (as applicable) of such Loan Party, nor the by-laws, limited liability company, partnership agreement, trust agreement or other equivalent governing documents (as applicable) of such Loan Party, has been amended since the date of the last amendment thereto attached to the Secretary's Certificate of Borrower and Guarantors dated as of July 1, 2019, or in the case of Holdings, attached to the Secretary's Certificate of Holdings dated as of July 1, 2019, in each case delivered to the Administrative Agent in connection with the consummation of the financing transactions described in the Incremental Assumption Agreement and Amendment dated as of July 1, 2019 (as so amended, collectively, the "Loan Party Organizational Documents"), and (2) the Loan Party Organizational Documents have been in effect at all times since the date of the resolutions described in clause (A) above, and remain in effect on the Funding Date;

(y) as to the incumbency and specimen signature of each officer executing this Agreement or any other document delivered in connection herewith on behalf of such Loan Party; and

(z) as to the absence of any pending proceeding for the dissolution or liquidation of such Loan Party or, to the knowledge of such person, threatening the existence of such Loan Party;

(C) certification of a director or another officer as to the incumbency and specimen signature of the Secretary or Assistant Secretary or similar officer executing the certificate delivered pursuant to Section 4(b)(ii); and

(D) a certificate of a Responsible Officer of the Borrower as to satisfaction of the condition set forth in Section 4(b)(v) hereof.

(iii) The Administrative Agent, the Amendment Lead Arrangers and the Initial Term Y Lender shall have received, to the extent invoiced at least three business days prior to the Funding Date, reimbursement or payment of (i) all reasonable expenses related to syndication of this Agreement and the Term Y Loans and (ii) the reasonable fees, charges and disbursements of Cahill Gordon & Reindel LLP, counsel to the Administrative Agent and the Amendment Lead Arrangers (subject to any applicable limitations in the Engagement Letter (as defined below)), in each case, required to be reimbursed or paid by the Loan Parties on or prior to the Funding Date, whether hereunder, under that certain Amended and Restated Engagement Letter, dated as of December 13, 2019 (as the same may be amended, modified or amended and restated, the "Engagement Letter"), among the Borrower, Goldman Sachs Bank USA (through itself or one of its affiliates), Citigroup Global Markets Inc., Credit Suisse Loan Funding LLC, Barclays Bank PLC, Deutsche Bank Securities Inc., JPMorgan Chase Bank, N.A., BofA Securities, Inc., Wells Fargo Securities, LLC and Morgan Stanley Senior Funding, Inc., or under any Loan Document.

(iv) The Effective Date shall have occurred.

(v) The representations and warranties set forth in Article III of the Credit Agreement shall be true and correct in all material respects as of the Funding Date, in each case, with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date), and immediately after giving effect to the Borrowing of the Term Y Loans, no Event of Default or Default shall have occurred and be continuing or would result therefrom.

(vi) The Administrative Agent shall have received a certificate from the chief financial officer of the Borrower in the form attached as Annex A hereto certifying that the Borrower and its subsidiaries, on a consolidated basis after giving effect to the transactions contemplated hereby, are solvent.

(vii) The Administrative Agent shall have received a Borrowing Request in respect of the Term Y Loans as required by Section 2.03 of the Credit Agreement.

(viii) The Administrative Agent shall have received a "Life-of-Loan" flood hazard determination notice for each real property encumbered by a Mortgage, and if such real property is located in a special flood hazard area, (x) a notice about special flood hazard area status and flood disaster assistance duly executed by the Borrower and the applicable Loan Party and (y) certificates of flood insurance evidencing any such insurance required by the Credit Agreement.

(ix) Substantially concurrently with the making by the Initial Term Y Lender of its Term Y Loans to the Borrower on the Funding Date, all of the principal, interest, fees and other amounts due and payable in respect of the Term U Loans under the Credit Agreement shall have been paid by the Borrower.

(x) The Administrative Agent shall have received, for the account of the Initial Term Y Lender, an upfront fee in an amount equal to 0.125% of the aggregate principal amount of such Lender's Term Y Loans provided on the Funding Date.

Notwithstanding the foregoing, the obligations of the Initial Term Y Lender to make its Term Y Loans to the Borrower in an aggregate principal amount equal to its Term Y Loan Commitment will automatically terminate and this Agreement will have no effect, if each of the conditions set forth or referred to in Section 4(b) hereof have not been satisfied at or prior to 5:00 p.m., New York City time, on January 2, 2020.

Post Effective Date Security Documentation. The Borrower shall and shall cause each Material Subsidiary to, within 120 days after the Effective Date (or such longer period as the Administrative Agent may determine), deliver to the Administrative Agent, each in form and substance reasonably acceptable to the Administrative Agent

(A) written confirmation (which confirmation may be provided in the form of an electronic mail acknowledgment in form and substance reasonably satisfactory to the Administrative Agent) from local counsel in the jurisdiction in which the Mortgaged Property (which are set forth on Schedule 2 hereto) is located substantially to the effect that: (x) the recording of the existing Mortgage is the only filing or recording necessary to give constructive notice to third parties of the lien created by such Mortgage as security for the Obligations, including the Obligations evidenced by the Credit Agreement, as amended pursuant to this Agreement, for the benefit of the Secured Parties; and (y) no other documents, instruments, filings, recordings, re-recordings, re-filings or other actions, including, without limitation, the payment of any mortgage recording taxes or similar taxes, are necessary or appropriate under applicable law in order to maintain the continued enforceability, validity or priority of the lien created by such Mortgage as security for the Obligations, including the Obligations evidenced by the Credit Agreement, as amended pursuant to this Agreement, for the benefit of the Secured Parties;

OR

(B) (w) amendments to the Mortgages ("Mortgage Amendments"), (x) date down endorsements to the existing title insurance policies relating to the property subject to such Mortgage Amendment, (y) any documents required in connection with the recording of such Mortgage Amendments and (z) opinions of local counsel with respect to the enforceability, due authorization, execution and delivery of the Mortgage Amendments and other such other matters customarily included in such opinions.

Representations and Warranties. On the Effective Date and the Funding Date, the Loan Parties represent and warrant to the Administrative Agent and the Initial Term Y Lender that: (a) the execution, delivery and performance by Holdings, the Borrower and each of the Subsidiary Loan Parties of this Agreement and the incurrence of the Term Y Loans hereunder and under the Credit Agreement (as amended hereby) are permitted under, and do not conflict with or violate, the terms of the Credit Agreement, the Existing ABL Credit Agreement, the Intercreditor Agreement or the Senior Lender Intercreditor Agreement, (b) no default shall exist under the Credit Agreement, the Existing ABL Credit Agreement, and any indenture and supplemental indenture governing the senior notes issued by the Borrower and outstanding on the Effective Date and the Funding Date, (c) no action, consent or approval of, registration or filing with or any other action by any Governmental Authority is or will be required in connection with this Agreement or the incurrence by the Borrower of the Term Y Loans, except for the actions contemplated by Section 5 above, (d) the proceeds of the Term Y Loans will be used substantially simultaneously by the Borrower to repay all of the outstanding Term U Loans and (e) as of the Effective Date, to the knowledge of the Borrower, the information included in the Beneficial Ownership Certification provided on or prior to the Effective Date to any Lender in connection with this Agreement is true and correct in all material respects.

Reference to and Effect on the Credit Agreement; Confirmation of Guarantors.

(a) On and after the effectiveness of this Agreement, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement, as amended by, and after giving effect to, this Agreement.

(b) Each Loan Document, after giving effect to this Agreement, is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed, except that, on and after the effectiveness of this Agreement, each reference in each of the Loan Documents (including the Collateral Agreement and the other Security Documents) to the "Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement shall mean and be a reference to the Credit Agreement, as amended by, and after giving effect to, this Agreement, and each reference to "Lender" therein shall, for the avoidance of doubt, include each holder of any Term Y Loans, including the Initial Term Y Lender. Without limiting the generality of the foregoing, the Security Documents (in the case of the Mortgages, after giving effect to any amendments thereto required in connection with the Term Y Loans) and all of the Collateral described therein do and shall continue to secure the payment of all Obligations of the Loan Parties under the Loan Documents, as amended by, and after giving effect to, this Agreement (in the case of the Mortgages, subject to any limitations contained in the Mortgages on maximum indebtedness or maximum indebtedness permitted to be secured thereby), in each case subject to the terms thereof.

(c) Each Loan Party hereby (i) ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under each of the Loan Documents to which it is a party, (ii) ratifies and reaffirms each grant of a lien on, or security interest in, its property made pursuant to the Loan Documents (including, without limitation, the grant of security made by such Loan Party pursuant to the Collateral Agreement) and confirms that (in the case of the Mortgages, if any after giving effect to any amendments required in connection with the Term Y Loans) such liens and security interests continue to secure the Obligations under the Loan Documents, including, without limitation, all Obligations resulting from or incurred pursuant to the Term Y Loans (in the case of the Mortgages, subject to any limitations contained in the Mortgages on maximum indebtedness or maximum indebtedness permitted to be secured thereby), in each case subject to the terms thereof and (iii) in the case of each Guarantor, ratifies and reaffirms its guaranty of the Obligations pursuant to Article II of the Collateral Agreement.

(d) The execution, delivery and effectiveness of this Agreement shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or any Agent under any of the Loan Documents, or constitute a waiver of any provision of any of the Loan Documents.

(e) This Agreement is a Loan Document.

Initial Term Y Lender .

(a) The Initial Term Y Lender (i) confirms that it has received a copy of the Credit Agreement, together with copies of the financial statements referred to in Section 5.04 thereof and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Agreement; (ii) agrees that it will, independently and without reliance upon any Agent or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (iii) represents and warrants that its name set forth on its signature page hereto is its legal name; (iv) confirms that it is not the Borrower or any of its Subsidiaries or an Affiliate of any of them; (v) appoints and authorizes each Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Loan Documents as are delegated to such Agent by the terms thereof, together with such powers and discretion as are reasonably incidental thereto; (vi) agrees that it will perform in accordance with their terms all of the obligations that by the terms of the Credit Agreement are required to be performed by it as a Lender; and (vii) attaches any U.S. Internal Revenue Service forms required under Section 2.17 of the Credit Agreement.

(b) On and after the Funding Date, the Initial Term Y Lender shall be a party to the Credit Agreement as a Lender and shall have all of the rights and obligations of a Lender thereunder. All notices and other communications provided for hereunder or under the Loan Documents to the Initial Term Y Lender shall be to its address as set forth in the administrative questionnaire such Lender has furnished to the Administrative Agent.

Costs, Expenses. The Borrower agrees to pay the reasonable fees, charges and disbursements of Cahill Gordon & Reindel LLP, counsel to the Administrative Agent and the Amendment Lead Arrangers (subject to any applicable limitations in the Engagement Letter).

No Novation. This Agreement shall not extinguish the Obligations for the payment of money outstanding under the Credit Agreement or discharge or release the Lien or priority of any Loan Document or any other security therefor or any guarantee thereof, and the Liens and security interests existing immediately prior to the Effective Date in favor of the Administrative Agent for the benefit of the Secured Parties securing payment of the Obligations are in all respects continuing and in full force and effect with respect to all Obligations. Nothing herein contained shall be construed as a novation of any of the Loan Documents or a substitution or novation of the Obligations outstanding under the Credit Agreement or instruments guaranteeing or securing the same, which instruments shall remain and continue in full force and effect. Nothing expressed or implied in this Agreement or any other document contemplated hereby shall be construed as a release or other discharge of any Loan Party under the Credit Agreement or any other Loan Document from any of its obligations and liabilities thereunder, and except as expressly provided, such obligations and liabilities are in all respects continuing with only the terms being modified as provided in this Agreement.

Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one contract, and shall become effective as provided in Section 4. Delivery of an executed counterpart to this Agreement by facsimile transmission (or other electronic transmission pursuant to procedures approved by the Administrative Agent) shall be effective as delivery of a manually signed original.

Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

BERRY GLOBAL, INC.

By:______________________________
Name: Mark W. Miles
Title: Chief Financial Officer
and Treasurer

BERRY GLOBAL GROUP, INC.

By:______________________________
Name: Mark W. Miles
Title: Chief Financial Officer
and Treasurer

AEROCON, LLC
AVINTIV ACQUISITION CORPORATION
AVINTIV INC.
AVINTIV SPECIALTY MATERIALS INC.
BERRY FILM PRODUCTS ACQUISITION COMPANY, INC.
BERRY FILM PRODUCTS COMPANY, INC.
BERRY PLASTICS ACQUISITION CORPORATION V
BERRY PLASTICS ACQUISITION CORPORATION XII
BERRY PLASTICS ACQUISITION CORPORATION XIII
BERRY GLOBAL FILMS, LLC
BERRY PLASTICS ACQUISITION LLC X
BERRY PLASTICS DESIGN, LLC
BERRY PLASTICS FILMCO, INC.
BERRY PLASTICS 1K, LLC
BERRY PLASTICS OPCO, INC.
BERRY PLASTICS SP, INC.
BERRY PLASTICS TECHNICAL SERVICES, INC.
BERRY SPECIALTY TAPES, LLC
BERRY STERLING CORPORATION
BPREX BRAZIL HOLDING INC.
BPREX CLOSURE SYSTEMS, LLC
BPREX CLOSURES KENTUCKY INC.
BPREX CLOSURES, LLC
BPREX DELTA INC.
BPREX HEALTHCARE BROOKVILLE INC.
BPREX HEALTHCARE PACKAGING INC.
BPREX PLASTIC PACKAGING INC.
BPREX PLASTICS SERVICES COMPANY INC.
BPREX PRODUCT DESIGN AND ENGINEERING INC.
BPREX SPECIALTY PRODUCTS PUERTO RICO INC.
CAPLAS LLC
CAPLAS NEPTUNE, LLC
CAPTIVE PLASTICS HOLDINGS, LLC
CAPTIVE PLASTICS, LLC
CARDINAL PACKAGING, INC.
CHICOPEE, INC.
COVALENCE SPECIALTY ADHESIVES LLC
COVALENCE SPECIALTY COATINGS LLC
CPI HOLDING CORPORATION
DOMINION TEXTILE (USA), L.L.C.
FABRENE, L.L.C.
FIBERWEB GEOS, INC.
FIBERWEB, LLC
KERR GROUP, LLC
KNIGHT PLASTICS, LLC
OLD HICKORY STEAMWORKS, LLC

PACKERWARE, LLC
PESCOR, INC.
PGI EUROPE, INC.
PGI POLYMER, INC.
PLIANT INTERNATIONAL, LLC
PLIANT, LLC
POLY-SEAL, LLC
PRIME LABEL & SCREEN INCORPORATED
PRISTINE BRANDS CORPORATION
PROVIDENCIA USA, INC.
ROLLPAK CORPORATION
SAFFRON ACQUISITION, LLC
SETCO, LLC
SUN COAST INDUSTRIES, LLC
UNIPLAST HOLDINGS, LLC
UNIPLAST U.S., INC.
VENTURE PACKAGING, INC.
VENTURE PACKAGING MIDWEST, INC.

By:______________________________
Name: Jason K. Greene
Title: Executive Vice President, General Counsel and Secretary

GLOBAL CLOSURE SYSTEMS AMERICA 1, INC.
LETICA CORPORATION
LETICA RESOURCES, INC.
M&H PLASTICS, INC.
RPC BRAMLAGE, INC.
RPC LEOPARD HOLDINGS, INC.
RPC PACKAGING HOLDINGS (US), INC.
RPC PROMENS INC.
RPC SUPERFOS US, INC.
RPC ZELLER PLASTIK LIBERTYVILLE, INC.

By:______________________________
Name: Jason K. Greene
Title: Executive Vice President, General Counsel and Assistant Secretary

LADDAWN, INC.
DUMPLING ROCK, LLC
ESTERO PORCH, LLC
LAMB’S GROVE, LLC
MILLHAM, LLC
SUGDEN, LLC

By:______________________________
Name: Jason K. Greene
Title: Executive Vice President

GRAFCO INDUSTRIES LIMITED PARTNERSHIP

By: Caplas Neptune, LLC, its General Partner

By:______________________________
Name: Jason K. Greene
Title: Executive Vice President, General Counsel and Secretary

CHOCKSETT ROAD LIMITED PARTNERSHIP

By: Berry Global, Inc., its General Partner

By:______________________________
Name: Jason K. Greene
Title: Executive Vice President, General Counsel and Secretary

CHOCKSETT ROAD REALTY TRUST

By: Laddawn, Inc., its Trustee

By:______________________________
Name: Jason K. Greene
Title: Executive Vice President

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Administrative Agent

By:______________________________
Name:
Title:

By:______________________________
Name:
Title:

GOLDMAN SACHS BANK USA, as Initial Term Y Lender

By:____________________________
Name:
Title:

Schedule 1

Initial Term Y Lender	**Term Y Loan Commitment**
Goldman Sachs Bank USA	$4,228,750,000.00

Schedule 2

1. 111 Excellence Lane, Mooresville, NC 28115
2. 1020 and 870 Shenandoah Village Dr., Waynesboro, VA 22980
3. 1203 Chicopee Road, Benson, NC 27504
4. 20 Elmwood Ave., Mountain Top, PA 18707
5. 70 Old Hickory Blvd., Old Hickory, TN 37138
6. 531 East Fourth Street, Augusta, KY 41002

Annex A

SOLVENCY CERTIFICATE
[ ], 2019

Reference is made to the Second Amended and Restated Term Loan Credit Agreement dated as of April 3, 2007 by and among Holdings, the Borrower, the Lenders and other parties thereto and Credit Suisse AG, Cayman Islands Branch (formerly known as Credit Suisse, Cayman Islands Branch), as administrative agent (as modified by that certain Incremental Assumption Agreement, dated as of February 8, 2013, that certain Incremental Assumption Agreement, dated as of January 6, 2014, that certain Incremental Assumption Agreement and Amendment, dated as of October 1, 2015, that certain Incremental Assumption Agreement and Amendment, dated as of June 15, 2016, that certain Incremental Assumption Agreement, dated as of January 19, 2017, that certain Incremental Assumption Agreement, dated as of February 10, 2017, that certain Incremental Assumption Agreement, dated as of August 10, 2017, that certain Incremental Assumption Agreement, dated as of November 27, 2017, that certain Incremental Assumption Agreement and Amendment, dated as of February 12, 2018, that certain Incremental Assumption Agreement dated as of May 16, 2018, that certain Amendment Agreement, dated as of April 10, 2019, that certain Incremental Assumption Agreement and Amendment, dated as of July 1, 2019, that certain Incremental Assumption Agreement, dated as of October 18, 2019 and that certain Incremental Assumption Agreement dated as of the date hereof (the "***Amendment***"), the "***Credit Agreement***"); unless otherwise defined herein, capitalized terms used in this Certificate shall have the meanings set forth in the Credit Agreement or the Amendment, as applicable.

I, the undersigned, solely in my capacity as the Chief Financial Officer of the Borrower, and not in my individual capacity, do hereby certify that, on the Funding Date after giving effect to the transactions contemplated by the Amendment:

(a) the fair value of the property of the Borrower and its Subsidiaries (taken as a whole) is greater than the total amount of liabilities, including contingent liabilities, of the Borrower and its Subsidiaries (taken as a whole) (it being understood that the amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability);

(b) the present fair salable value of the assets of the Borrower and its Subsidiaries (taken as a whole) is not less than the amount that will be required to pay the probable liability of the Borrower and its Subsidiaries (taken as a whole) on their debts as they become absolute and matured;

(c) the Borrower and its Subsidiaries do not intend to, and do not believe that they will, incur debts or liabilities beyond their ability to pay such debts and liabilities as they become absolute and matured; and

(d) the Borrower and its Subsidiaries are not engaged in any business, as conducted on the Funding Date and as proposed to be conducted following the Funding Date, for which the property of the Borrower and its Subsidiaries (taken as a whole) would constitute an unreasonably small capital.

IN WITNESS WHEREOF, I have delivered this certificate as of the date first written above.

BERRY GLOBAL, INC.

By:______________________________
Name:
Title: Chief Financial Officer and Treasurer

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 quarterly report on Form 10-Q 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: January 31, 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 quarterly report on Form 10-Q 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.

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

Date: January 31, 2020

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 quarterly report of Berry Global Group, Inc. (the "Registrant") on Form 10-Q for the quarter ended December 28, 2019, 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: January 31, 2020

EXHIBIT 32.2

CERTIFICATION OF THE CHIEF FINANCIAL 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 quarterly report of Berry Global Group, Inc. (the "Registrant") on Form 10-Q for the quarter ended December 28, 2019, 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: January 31, 2020