

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

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

**March 7, 2016**

Date of Report (Date of earliest event reported)



**OWENS-ILLINOIS, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction  
of incorporation)

**1-9576**

(Commission  
File Number)

**22-2781933**

(IRS Employer  
Identification No.)

**One Michael Owens Way  
Perrysburg, Ohio**

(Address of principal executive offices)

**43551-2999**

(Zip Code)

**(567) 336-5000**

(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**ITEM 5.02. COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS.**

On March 7, 2016, Owens-Illinois Inc. (the "Company"), pursuant to a letter agreement attached hereto as Exhibit 10.1, agreed to provide James W. Baehren, Senior Vice President and General Counsel, a retention bonus of \$500,000 provided that Mr. Baehren remains continuously employed by the Company through (i) December 31, 2017, (ii) a mutually agreeable earlier retirement date, or (iii) Mr. Baehren's death. The retention bonus will not be payable if Mr. Baehren's employment is terminated by the Company and Mr. Baehren is either eligible to receive severance benefits under the Company's Executive Severance Policy, or the termination is for cause (as defined in the Executive Severance Policy).

The Company will pay the retention bonus in a single lump sum payment, subject to applicable tax withholding, on the earlier of the first payroll of the Company occurring (a) in January, 2018, (b) following Mr. Baehren's death, or (c) in the seventh month following Mr. Baehren's retirement.

The foregoing description of the letter agreement is qualified in its entirety by reference to its terms, which is filed herewith as Exhibit 10.1 and is incorporated herein by reference.

**ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.**

**(d) Exhibits.**

Exhibit

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<b>No.</b>	<b>Description</b>
10.1	Letter Agreement dated March 7, 2016, between Owens-Illinois, Inc. and James W. Baehren

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### SIGNATURES

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

OWENS-ILLINOIS, INC.

Date: March 9, 2016

By: /s/ Jan A. Bertsch  
Name: Jan A. Bertsch  
Title: Senior Vice President and Chief Financial Officer

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### EXHIBIT INDEX

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10.1	Letter Agreement dated March 7, 2016, between Owens-Illinois, Inc. and James W. Baehren

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Andres Lopez  
Chief Executive Officer  
One Michael Owens Way, Plaza 1  
Perrysburg, Ohio 43551-2999  
+1 567 336 5100 tel  
+1 567 336 5410 fax

March 7, 2016

James W. Baehren  
Senior Vice President & General Counsel

Dear Jim,

The Board of Directors believes you are a key member of O-I's senior executive team and would like to incentivize you to remain with the Company and not retire, by offering you a retention bonus of \$500,000 (the "Retention Bonus") provided that you remain continuously employed by the Company through (i) December 31, 2017, (ii) a mutually agreeable earlier retirement date, or (iii) your death. The Retention Bonus will not be payable if your employment is terminated by the Company and you are either eligible to receive severance benefits under the Company's Executive Severance Policy, or the termination is for cause (as defined in the Executive Severance Policy).

The Company will pay the Retention Bonus in a single lump sum payment, subject to applicable tax withholding, on the earlier of the first payroll of the Company occurring (a) in January, 2018 (b) following your death, or (c) in the seventh month following your retirement.

The Board of Directors and I look forward to working with you as we continue to build a customer-focused, high performing organization for O-I and its share owners.

Best Regards,

/s/ Andres Lopez

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Andres Lopez  
Chief Executive Officer

[o-i.com](http://o-i.com)

[glassislife.com](http://glassislife.com)

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