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

FORM 8-K12B

CURRENT REPORT

Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934

December 25, 2019
Date of Report (Date of earliest event reported)

O-I GLASS, INC.
PADDOCK ENTERPRISES, LLC
OWENS-ILLINOIS GROUP, INC.
(Exact name of registrant as specified in its charter)

Delaware (O-I Glass, Inc.)	**1-9576**	**22-2781933**
Delaware (Paddock Enterprises, LLC)	**1-9576**	**84-4080822**
Delaware (Owens-Illinois Group, Inc.)	**33-13061**	**34-1559348**
(State or other jurisdiction of incorporation)	(Commission File Number)	(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)

Owens-Illinois, Inc.
(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))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, $.01 par value per share, of O-I Glass, Inc.	OI	The New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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. ☐

Explanatory Note

On December 27, 2019, O-I Glass, Inc., a Delaware corporation ("O-I Glass"), announced that the board of directors of Owens-Illinois, Inc., a Delaware corporation ("O-I"), authorized the implementation of the Corporate Modernization (as defined below) previously described in O-I's Current Report on Form 8-K filed December 4, 2019. O-I Glass believes the Corporate Modernization will improve O-I Glass's operating efficiency and cost structure, while ensuring O-I Glass remains well-positioned to address its legacy liabilities. Following the Corporate Modernization, O-I Glass became the successor issuer to O-I. This Current Report on Form 8-K is being filed for the purpose of establishing O-I Glass as the successor issuer pursuant to Rule 12g-3(a) under the Securities Exchange Act of 1934, as amended (the "Exchange Act") and to disclose certain related matters. Pursuant to Rule 12g-3(a) under the Exchange Act, shares of O-I Glass common stock, par value $.01 per share ("O-I Glass Common Stock"), are deemed registered under Section 12(b) of the Exchange Act.

ITEM 1.01 Entry into a Material Definitive Agreement.

Adoption of the Merger Agreement and Implementation of Corporate Modernization

On December 26 and 27, 2019, O-I and O-I Glass implemented the Corporate Modernization pursuant to the Agreement and Plan of Merger (the "Merger Agreement"), dated as of December 26, 2019, among O-I, O-I Glass and Paddock Enterprises, LLC ("Paddock").

The Corporate Modernization was conducted pursuant to Section 251(g) of the General Corporation Law of the State of Delaware (the "DGCL"), which permits the creation of a holding company through a merger with a direct or indirect wholly owned subsidiary of the constituent corporation without stockholder approval. The Corporate Modernization involved a series of transactions (together with certain related transactions, the "Corporate Modernization") pursuant to which (1) O-I formed a new holding company, O-I Glass, as a direct wholly owned subsidiary of O-I and a sister company to Owens-Illinois Group, Inc. ("O-I Group"), (2) O-I Glass formed a new Delaware limited liability company, Paddock, as a direct wholly owned subsidiary of O-I Glass, (3) O-I merged with and into Paddock, with Paddock continuing as the surviving entity and as a direct wholly owned subsidiary of O-I Glass (the "Merger") and (4) Paddock distributed 100% of the capital stock of O-I Group to O-I Glass, as a result of which O-I Group is a direct wholly owned subsidiary of O-I Glass and sister company to Paddock.

Upon the effectiveness of the Merger, each share of O-I stock held immediately prior to the Merger automatically converted into a right to receive an equivalent corresponding share of O-I Glass stock, having the same designations, rights, powers and preferences and the qualifications, limitations, and restrictions as the corresponding share of O-I stock being converted. Immediately after the Corporate Modernization, O-I Glass had, on a consolidated basis, the same assets, businesses and operations as O-I had immediately prior to the Corporate Modernization. After the Corporate Modernization, O-I's stockholders became stockholders of O-I Glass. The Merger is intended to qualify as a tax-free reorganization under Section 368(a) of the Internal Revenue Code of 1986, as amended, and as a result, the stockholders of O-I do not recognize gain or loss for U.S. federal income tax purposes upon the conversion of their O-I shares.

In connection with the Merger and pursuant to the Merger Agreement, each option to purchase a share of O-I common stock, par value $0.01 per share ("O-I Common Stock"), each award of restricted shares of O-I Common Stock, each award of time-based restricted stock units covering shares of O-I Common Stock, each award of performance-based restricted stock units covering shares of O-I Common Stock and each dividend equivalent covering one share of O-I Common Stock, in each case, that was outstanding immediately prior to the effective time of the Merger (collectively, the "Company Equity Awards") was converted into an award of the same type covering an equivalent number of shares of O-I Glass Common Stock (each, an "O-I Glass Equity Award"). Each O-I Glass Equity Award continues to be subject to the same terms and conditions (including vesting schedule and performance, forfeiture and termination conditions) that applied to the corresponding Company Equity Award immediately prior to the effective time of the Merger.

The conversion of stock occurred automatically without an exchange of book entry shares or stock certificates. After the Corporate Modernization, no action is required by holders of book entry shares of O-I stock to convert their shares to book entry shares of O-I Glass stock and any stock certificates that previously represented shares of O-I stock now represent the same number of shares of O-I Glass stock.

Following the implementation of the Corporate Modernization, O-I Glass Common Stock continued to trade on the New York Stock Exchange ("NYSE") on an uninterrupted basis under the symbol "OI" with new CUSIP number 67098H 104. O-I Glass became the successor issuer to O-I pursuant to 12g-3(a) of the Exchange Act and shares of O-I Glass Common Stock are deemed registered under Section 12(b) of the Exchange Act.

The foregoing descriptions of the Corporate Modernization and Merger Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of the Merger Agreement, which is filed as Exhibit 2.1 and incorporated by reference herein.

ITEM 3.01 Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

In connection with the Corporate Modernization, O-I Glass notified the NYSE that the Corporate Modernization had been completed. Following the Corporate Modernization, shares of O-I Glass Common Stock continued to trade on the NYSE on an uninterrupted basis under the symbol "OI."

In addition, the NYSE is expected to file with the Securities and Exchange Commission (the "Commission") on December 27, 2019 an application on Form 25 to delist shares of O-I Common Stock from the NYSE and deregister the O-I Common Stock under Section 12(b) of the Exchange Act. O-I intends to file with the Commission a certification and notification of termination on Form 15 requesting that the O-I Common Stock be deregistered under the Exchange Act, and that Paddock's reporting obligations under Section 15(d) of the Exchange Act be suspended (except to the extent that O-I Glass succeeds to the registration and reporting obligations of O-I pursuant to the Exchange Act Section 12(b)).

Until Paddock's reporting obligations are suspended, investors can find reports and other documents that Paddock files with the Commission on www.o-i.com/investors. The same website will be used for reports and other documents that O-I Glass files with the Commission.

ITEM 3.03 Material Modification to Rights of Security Holders.

Upon the effectiveness of the Merger, each share of O-I stock held immediately prior to the Merger automatically converted into an equivalent corresponding share of O-I Glass stock, having the same designations, rights, powers and preferences and the qualifications, limitations and restrictions as the corresponding share of O-I stock that was converted.

The information set forth in the Explanatory Note, Item 1.01 and Item 5.03 are hereby incorporated by reference into this Item 3.03.

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

The directors of O-I Glass (as listed below, the "O-I Glass Directors") are the same as the directors of O-I immediately prior to implementation of the Corporate Modernization.

Directors

Name	Age	AC	CTDC	NCGC	ROC
Gordon J. Hardie	55				C
Peter S. Hellman	69	X	X		
John Humphrey	53	X			
Anastasia D. Kelly	69			C	X
Andres A. Lopez	56				X
Alan J. Murray	65	C			
Hari N. Nair	59	X	X		
Hugh H. Roberts	67		X	X	
Joseph D. Rupp	68		C	X	
John H. Walker	61			X	X
Carol A. Williams*	61			X	
Dennis K. Williams	73	X	X		

AC	Audit Committee
CTDC	Compensation and Talent Development Committee
NCGC	Nominating Corporate Governance Committee
ROC	Risk Oversight Committee
C	Committee Chairperson
*	Lead Independent Director

The executive officers of O-I Glass (the "O-I Glass Executive Officers") are the same as the executive officers of O-I immediately prior to implementation of the Corporate Modernization.

Additional information regarding the business experience, qualifications and other biographical data of the O-I Glass Directors and O-I Glass Executive Officers is included in O-I's Schedule 14A for the 2019 Annual Meeting of Stockholders under "Proposal 1: Election of Directors—Information on Nominees" and "Director Compensation and Other Information—Related Person Transactions," and in O-I's Annual Report on Form 10-K for the fiscal year ended December 31, 2018 under "Item 1. Business—Executive Officers of the Registrant," and such information is incorporated herein by reference.

In connection with the Corporate Modernization, on December 26, 2019, following the effective time of the Merger, O-I Glass and Paddock entered into an Assignment and Assumption Agreement (the "Assignment and Assumption Agreement"), pursuant to which O-I Glass assumed (including sponsorship of) (i) the Amended and Restated 1997 Equity Participation Plan of Owens-Illinois, Inc., the Second Amended and Restated Owens-Illinois, Inc. 2005 Incentive Award Plan, and the Owens-Illinois, Inc. Amended and Restated 2017 Incentive Award Plan, and (ii) each award agreement evidencing a Company Equity Award and other contract providing for the grant or issuance of O-I Common Stock (together, the "Equity Compensation Arrangements").

Additionally, pursuant to the Assignment and Assumption Agreement, O-I Glass assumed (including sponsorship of) each compensation or benefit plan, program, policy, contract or arrangement sponsored, maintained or entered into by Paddock or its predecessors (including O-I) for the benefit of any current or former director, officer, employee, consultant or independent contractor of Paddock or any of its subsidiaries (collectively, the "Benefit Plans"). The Benefit Plans that were assigned to and assumed by O-I Glass included, without limitation, (i) the Amended and Restated Owens-Illinois Supplemental Retirement Benefit Plan, (ii) the Amended and Restated Owens-Illinois, Inc. Directors Deferred Compensation Plan, (iii) the Owens-Illinois, Inc. Executive Deferred Savings Plan, (iv) the Owens-Illinois 2004 Executive Life Insurance Plan, (v) the Owens-Illinois 2004 Executive Life Insurance Plan for Non-U.S. Employees, (vi) the Letter Agreement signed November 20, 2015, between Owens-Illinois, Inc. and Jan Bertsch, (vii) the Owens-Illinois, Inc. Executive Severance Policy, the Stock Option Plan for Directors of Owens-Illinois, Inc., the Second Amended and Restated Owens-Illinois, Inc. Non-Union Retirement and Savings Plan, and the Second Amended and Restated Owens-Illinois, Inc. Supplemental Retirement Plan. Upon the effectiveness of the Assignment and Assumption Agreement, all references to Paddock or its predecessors (including O-I) or to O-I Common Stock in the Equity Compensation Arrangements and Benefit Plans were deemed to be automatically amended to be references to O-I Glass and to O-I Glass Common Stock, respectively, except where the context clearly dictates otherwise.

The foregoing description of the Assignment and Assumption Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Assignment and Assumption Agreement, which is filed as Exhibit 10.1 and is incorporated by reference herein.

ITEM 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

Prior to the implementation of the Corporate Modernization, the board of directors of O-I approved and adopted the Fifth Amended and Restated By-Laws of O-I (the "O-I By-Laws"), effective December 25, 2019, amending certain provisions of O-I's existing by-laws. The O-I By-Laws include the following amendments: (i) requires shareholders to include the proposed amendment language when submitting a proposal to amend the O-I By-Laws; (ii) provides that any stockholder making a proposal or nomination must be a record holder of shares, instead of a beneficial owner of shares; (iii) permits stockholders to nominate additional directors in the event the number of directors is increased after the notice window has closed, but only with respect to the additional directors; (iv) provides that prior to a director or officer of O-I seeking indemnification for costs incurred in connection with a proceeding initiated by the director or officer, the O-I board of directors must authorize the proceeding; (v) states that notice to stockholders may be effectively given via electronic transmission, including notice via electronic mail.

The By-Laws also include certain technical, conforming, modernizing and clarifying changes.

The foregoing description of the amendments is qualified in its entirety by reference to the full text of the O-I By-Laws, a copy of which is attached as Exhibit 3.1 to this Current Report on Form 8-K and incorporated herein by reference.

Prior to the Corporate Modernization, O-I Glass's board of directors approved the O-I Glass Amended and Restated Certificate of Incorporation (the "O-I Glass Certificate of Incorporation") and adopted the Amended and Restated By-Laws of O-I Glass (the "O-I Glass By-Laws"), each effective December 26, 2019, which are identical to the Third Restated Certificate of Incorporation of Owens-Illinois, Inc. and the O-I By-Laws, respectively, immediately prior to the implementation of the Corporate Modernization, except for the change of the name of the corporation and certain technical changes and other non-substantive changes that describe the DGCL Section 251(g) holding company reorganization, as permitted by Section 251(g) of the DGCL. Prior to the implementation of the Corporate Modernization, the sole stockholder of O-I Glass approved the adoption of the O-I Glass Certificate of Incorporation. The O-I Glass Certificate of Incorporation was filed with the Delaware Secretary of State on December 26, 2019.

The foregoing description of the O-I Glass Certificate of Incorporation and the O-I Glass By-Laws do not purport to be complete and are qualified in their entirety by reference to the full text of the O-I Glass Certificate of Incorporation and the O-I Glass By-Laws, which are filed as Exhibits 3.2 and 3.3 hereto, respectively, and each of which is incorporated by reference herein.

ITEM 7.01 Regulation FD Disclosure

Press Release

On December 27, 2019, O-I Glass issued a press release announcing the completion of the Corporate Modernization. A copy of the press release is furnished as Exhibit 99.1 hereto and is incorporated herein by reference. The information contained in this Item 7.01 and in Exhibit 99.1 hereto shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference into any other filing under the Securities Act of 1933, as amended, except as expressly set forth by specific reference in such a filing.

ITEM 8.01 Other Events.

Successor Issuer

In connection with the Corporate Modernization and by operation of Rule 12g-3(a) under the Exchange Act, O-I Glass is the successor issuer to O-I and has succeeded in the attributes of O-I as the registrant. Shares of O-I Glass Common Stock are deemed to be registered under Section 12(b) of the Exchange Act, and O-I Glass is subject to the informational requirements of the Exchange Act, and the rules and regulations thereunder. O-I Glass hereby reports this succession in accordance with Rule 12g-3(f) under the Exchange Act.

ITEM 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.		Description
2.1		Agreement and Plan of Merger
3.1		Fifth Amended and Restated By-Laws of Owens-Illinois, Inc.
3.2		Amended and Restated Certificate of Incorporation of O-I Glass, Inc.
3.3		Amended and Restated By-Laws of O-I Glass, Inc.
10.1		Assignment and Assumption Agreement
99.1		Press Release, dated December 27, 2019
104		Cover Page Interactive Data File (embedded within the Inline XBRL document)

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.

O-I GLASS, INC.

Date: December 27, 2019

By: /s/ John A. Haudrich
Name: John A. Haudrich
Title: Senior Vice President and Chief Financial Officer

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.

PADDOCK ENTERPRISES, LLC

Date: December 27, 2019

By: /s/ John A. Haudrich
Name: John A. Haudrich
Title: Treasurer and Chief Financial Officer

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 GROUP, INC.

Date: December 27, 2019

By: /s/ John A. Haudrich
Name: John A. Haudrich
Title: President and Chief Financial Officer

Exhibit 2.1

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is entered into as of December 26, 2019, by and among Owens-Illinois, Inc., a Delaware corporation ("Current O-I PublicCo"), O-I Glass, Inc., a Delaware corporation and a direct wholly owned subsidiary of Current O-I PublicCo ("New PublicCo"), and Paddock Enterprises, LLC, a Delaware limited liability company and a direct wholly owned subsidiary of New PublicCo ("Paddock, LLC"). Current O-I PublicCo, New PublicCo and Paddock, LLC are sometimes collectively referred to in this Agreement as the "Constituent Companies."

RECITALS

WHEREAS, Current O-I PublicCo was formed as a corporation pursuant to a Certificate of Incorporation filed with the Secretary of State of the State of Delaware (the "Delaware Secretary of State") on November 27, 1985;

WHEREAS, Paddock, LLC was formed as a limited liability company pursuant to a Certificate of Formation filed with the Delaware Secretary of State on December 13, 2019, and the Limited Liability Company Agreement of Paddock, LLC, dated as of December 13, 2019;

WHEREAS, as of the date hereof and immediately prior to the Effective Time (as defined below), Current O-I PublicCo's authorized capital stock consists of three hundred million (300,000,000) shares, consisting of: (i) two hundred and fifty million (250,000,000) shares of common stock, par value $0.01 per share ("Current O-I PublicCo Common Stock") and (ii) fifty million (50,000,000) shares of preferred stock, par value $0.01 per share ("Current O-I PublicCo Preferred Stock");

WHEREAS, as of the date hereof and immediately prior to the Effective Time, New PublicCo's authorized capital stock will consist of three hundred million (300,000,000) shares, consisting of: (i) two hundred and fifty million (250,000,000) shares of common stock, par value $0.01 per share (the "New PublicCo Common Stock") and (ii) fifty million (50,000,000) shares of preferred stock, par value $0.01 per share (the "New PublicCo Preferred Stock");

WHEREAS, as of the date hereof, New PublicCo is the sole member of Paddock, LLC, and is the sole holder of all outstanding limited liability company interests of Paddock, LLC (the "Interests");

WHEREAS, Paddock, LLC is intended to be treated as an entity disregarded as separate from New PublicCo for U.S. federal income tax purposes and Paddock, LLC and New PublicCo agree to consistently treat and report Paddock, LLC as such for all accounting, financial, tax and other corporate and legal purposes, as applicable;

WHEREAS, Current O-I PublicCo desires to create a new holding company structure by merging Current O-I PublicCo with and into Paddock, LLC with (i) Paddock, LLC continuing as the surviving entity of such merger as a wholly owned subsidiary of New PublicCo; (ii) each outstanding share (or any fraction thereof) of Current O-I PublicCo Common Stock being converted in such merger into a share (or any fraction thereof) of New PublicCo Common Stock; (iii) each outstanding share (or any fraction thereof) of Current O-I PublicCo Preferred Stock being converted in such merger into a share (or any fraction thereof) of New PublicCo Preferred Stock; and (iv) each share of Current O-I PublicCo Common Stock and Current O-I PublicCo Preferred Stock held in Current O-I PublicCo's treasury immediately prior to such merger being converted in such merger into a treasury share (or any fraction thereof) of New PublicCo Common Stock and New PublicCo Preferred Stock, respectively, in each case in accordance with the terms of this Agreement (the "Merger");

WHEREAS, the respective boards of directors or board of managers, as applicable, of Current O-I PublicCo, New PublicCo and Paddock, LLC, and New PublicCo, in its capacity as the sole member of Paddock, LLC, have approved and declared advisable the Merger and this Agreement;

WHEREAS, the Merger will be implemented pursuant to Section 251(g) of the General Corporation Law of the State of Delaware (the "DGCL") and therefore will not require approval of the stockholders of Current O-I PublicCo;

WHEREAS, the designations, rights, powers and preferences, and qualifications, limitations and restrictions of New PublicCo Common Stock and New PublicCo Preferred Stock are identical to those of Current O-I PublicCo Common Stock and Current O-I PublicCo Preferred Stock, respectively;

WHEREAS, the Certificate of Incorporation of New PublicCo, as amended and restated (the "New PublicCo Charter"), and the Bylaws of New PublicCo, as amended and restated (the "New PublicCo Bylaws"), each as in effect immediately after the Effective Time, will contain provisions identical to the Certificate of Incorporation of Current O-I PublicCo and the Bylaws of Current O-I PublicCo, each as in effect immediately prior to the Effective Time (other than as required or permitted by Section 251(g) of the DGCL);

WHEREAS, the Merger is intended to qualify as a reorganization pursuant to Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code") and this Agreement is intended to constitute, and the parties hereto adopt this agreement as, part of a plan of reorganization within the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3(a), and as such, the stockholders of Current O-I PublicCo do not recognize gain or loss for U.S. federal income tax purposes as a result of the Merger; and

WHEREAS, New PublicCo, a newly formed corporation and Paddock, LLC, a newly formed limited liability company, in each case are organized for the purpose of participating in the transactions contemplated herein and prior to the Merger, will own no assets (other than New PublicCo's ownership of the Interests and other assets necessary to facilitate New PublicCo's organization or maintain New PublicCo's legal existence), have no tax attributes and have taken no actions other than those necessary or advisable to organize the entities and to effect the transactions herein contemplated.

AGREEMENT

In consideration of the foregoing recitals and of the covenants and agreements hereinafter set forth and for the purpose of prescribing the terms and conditions of the Merger, the parties hereto agree as follows:

Section 1. **Consummation of the Merger**. Current O-I PublicCo shall, at the Effective Time, be merged with and into Paddock, LLC, with Paddock, LLC surviving, pursuant to Section 18-209 and the other relevant provisions of the Delaware Limited Liability Company Act (the "DLLCA"), Section 251(g) and the other relevant provisions of the DGCL and in accordance with the terms and conditions of this Agreement. The Merger shall become effective on the time and date that a certificate of merger with respect to the Merger in substantially the form attached hereto as Exhibit A (the "Certificate of Merger") is duly filed with the Delaware Secretary of State or at such later date and time as the parties shall agree and specify in the Certificate of Merger (the "Effective Time"). As soon as is practicable after the date hereof, the parties hereto (a) will cause to be filed with the Delaware Secretary of State such Certificate of Merger and other appropriate documents executed in accordance with the relevant provisions of the DLLCA and the DGCL and (b) will make all other filings, recordings or publications required by the DLLCA and the DGCL in connection with the Merger.

Section 2. **Effect of the Merger**. At the Effective Time, the separate existence of Current O-I PublicCo shall cease, and Current O-I PublicCo shall be merged in accordance with the provisions of the DGCL, the DLLCA and this Agreement with and into Paddock, LLC, which shall possess all the properties and assets, and all the rights, privileges, powers, immunities and franchises, of whatever nature and description, and shall be subject to all restrictions, duties and liabilities of each of Current O-I PublicCo and Paddock, LLC; and all such things shall be taken and deemed to be transferred to and vested in Paddock, LLC without further act or deed; and the title to any real estate, or any interest therein, vested by deed or otherwise in either of Current O-I PublicCo or Paddock, LLC, shall be vested in Paddock, LLC without reversion or impairment. Any claim existing or action or proceeding, whether civil, criminal or administrative, pending by or against either Current O-I PublicCo or Paddock, LLC, may be prosecuted to judgment or decree as if the Merger had not taken place, and Paddock, LLC may be substituted in any such action or proceeding.

Section 3. **Certificate of Formation of Paddock, LLC**. The Certificate of Formation of Paddock, LLC as in effect immediately prior to the Effective Time shall continue in full force and effect after the Effective Time as the Certificate of Formation of Paddock, LLC, until thereafter amended as provided therein and in accordance with the DLLCA.

Section 4. **Limited Liability Company Agreement of Paddock, LLC**. At the Effective Time, the limited liability company agreement of Paddock, LLC as in effect immediately prior to the Effective Time shall be amended and restated to read in its entirety as set forth in Exhibit B (the "Amended and Restated Limited Liability Company Agreement"), and, as so amended and restated, shall be the limited liability company agreement of Paddock, LLC until thereafter amended and/or restated as provided therein or by the DLLCA.

Section 4A. **Managers.** The members of the board of managers of Paddock, LLC in office immediately prior to the Effective Time shall continue to be the members of the board of managers of Paddock, LLC, as the surviving entity in the Merger, from and after the Effective Time until the earlier of their resignation or removal or until their successors are duly elected or appointed and qualified in the manner provided in the Amended and Restated Limited Liability Company Agreement, or as otherwise provided by law.

Section 4B. **Officers.** The officers of Paddock, LLC in office immediately prior to the Effective Time, if any, shall continue to be the officers of the Paddock, LLC, as the surviving entity in the Merger, from and after the Effective Time until the earlier of their resignation or removal or until their successors are duly elected or appointed and qualified in the manner provided in the Amended and Restated Limited Liability Company Agreement, or as otherwise provided by law.

Section 5. **Treatment of Constituent Companies**. At the Effective Time, by virtue of the Merger and without any action on the part of any Constituent Company or any other person or entity:

(i) Conversion of Current O-I PublicCo Common Stock. Each share of Current O-I PublicCo Common Stock (or fraction of a share of Current O-I PublicCo Common Stock) issued and outstanding immediately prior to the Effective Time shall be converted into and thereafter represent the right to receive one duly issued, fully paid and nonassessable share (or equal fraction of a share) of New PublicCo Common Stock.

(ii) Conversion of Current O-I PublicCo Preferred Stock. Each share of Current O-I PublicCo Preferred Stock (or fraction of a share of Current O-I PublicCo Preferred Stock) issued and outstanding immediately prior to the Effective Time shall be converted into and thereafter represent the right to receive one duly issued, fully paid and nonassessable share (or equal fraction of a share) of New PublicCo Preferred Stock.

(iii) Conversion of Current O-I PublicCo Stock Held as Treasury Stock. Each share of Current O-I PublicCo Common Stock or Current O-I PublicCo Preferred Stock owned by Current O-I PublicCo as treasury stock, shall be converted into and thereafter represent one duly issued, fully paid and nonassessable share (or equal fraction of a share) of New PublicCo Common Stock or New PublicCo Preferred Stock, respectively, held in treasury by New PublicCo.

(iv) Conversion of Rights to Acquire Current O-I PublicCo Stock. Any options, warrants, convertible instruments, derivatives or any similar instruments that entitle holders thereof to any rights to acquire Current O-I PublicCo Common Stock (or a fraction of a share of Current O-I Common Stock) or Current O-I PublicCo Preferred Stock (or a fraction of a share of Current O-I Preferred Stock) except as otherwise specifically addressed in Section 7 of this Agreement shall be converted into identical instruments that entitle the holders thereof to identical rights to acquire New PublicCo Common Stock (or a fraction of a share of New PublicCo Common Stock) or New PublicCo Preferred Stock (or a fraction of a share of New PublicCo Common Stock), as the case may be.

(v) Effect on Capital Stock of New PublicCo. Immediately following the Effective Time, the share of New PublicCo Common Stock owned by Current O-I PublicCo shall be surrendered by Current O-I PublicCo for retirement by New PublicCo without payment of any consideration therefor.

(vi) Rights of Certificate Holders. From and after the Effective Time, holders of certificates formerly evidencing Current O-I PublicCo Common Stock or Current O-I PublicCo Preferred Stock, respectively, shall cease to have any rights as stockholders of Current O-I PublicCo, except as provided by law; except, however, that such holders shall have the rights set forth in Section 6(ii) of this Agreement.

(vii) Paddock, LLC. At the Effective Time, the Interests shall remain outstanding and New PublicCo shall continue as the sole direct holder thereof and as the sole member of Paddock, LLC, and New PublicCo and Paddock, LLC shall report and treat Paddock, LLC as an entity disregarded as separate from New PublicCo for U.S. federal income tax purposes and all other applicable tax, accounting, financial, legal and corporate purposes, except as otherwise required by applicable law.

Section 6. Uncertificated and Certificated Shares.

(i) With respect to any shares of Current O-I PublicCo Common Stock or Current O-I PublicCo Preferred Stock that are issued in book entry form, no further action on the part of each such holder of Current O-I PublicCo Common Stock or Current O-I PublicCo Preferred Stock shall be required, and, at the Effective Time, New PublicCo, or such other agents as may be appointed by New PublicCo, shall promptly issue such number of shares of New PublicCo Common Stock or New PublicCo Preferred Stock, respectively, as each such holder is entitled pursuant to Section 5 of this Agreement and update the books and records of New PublicCo or its transfer agents.

(ii) At the Effective Time, the designations, rights, powers and preferences, and qualifications, limitations and restrictions thereof, of the capital stock of New PublicCo will, in each case, be identical with those of the capital stock of Current O-I PublicCo immediately prior to the Effective Time. Accordingly, until thereafter surrendered for transfer or exchange in the ordinary course, each outstanding certificate that, immediately prior to the Effective Time, evidenced Current O-I PublicCo Common Stock or Current O-I PublicCo Preferred Stock shall, from the Effective Time, be deemed and treated for all corporate purposes to evidence the ownership of the same number of shares of New PublicCo Common Stock or New PublicCo Preferred Stock into which such shares of Current O-I PublicCo Common Stock or Current O-I PublicCo Preferred Stock were converted pursuant to Section 5 of this Agreement.

Section 7. Assumption of Equity Incentive Plan and Equity Award.

(i) Assumption of Equity Plans. Immediately following the Effective Time, each Equity Plan (as defined below) and each award agreement thereunder evidencing an Equity Award (as defined below) (each, an "Award Agreement") will be transferred to New PublicCo, and New PublicCo will assume, each Equity Plan and each Award Agreement. For purposes of this Agreement, "Equity Plans" shall mean, collectively, the Amended and Restated 1997 Equity Participation Plan of Owens-Illinois, Inc., the Amended and Restated 2004 Equity Incentive Plan for Directors of Owens-Illinois, Inc., the Second Amended and Restated Owens-Illinois, Inc. 2005 Incentive Award Plan, and the Owens-Illinois, Inc. Amended and Restated 2017 Incentive Award Plan (together with any subplans, appendices, exhibits or addendums thereto).

(ii) Conversion of Options. At the Effective Time, each option to purchase Current O-I PublicCo Common Stock that is outstanding, unexercised and unexpired as of immediately prior to the Effective Time (each, a "Company Option"), whether or not then vested or exercisable, will automatically, and without any action on the part of any Constituent Company or any other person or entity, be assumed by New PublicCo and converted into an option to purchase an equal number of shares of New PublicCo Common Stock, with a per share exercise price equal to the per share exercise price of such Company Option as of immediately prior to the Effective Time (each Company Option, as so assumed and converted, an "Assumed Option").

(iii) Conversion of Restricted Stock Awards. At the Effective Time, each award of restricted shares of Current O-I PublicCo Common Stock that is outstanding as of immediately prior to the Effective Time (collectively, "Company Restricted Stock") will automatically, and without any action on the part of any Constituent Company or any other person or entity, be assumed by New PublicCo and converted into an award of an equal number of restricted shares of New PublicCo Common Stock (such Company Restricted Stock, as so assumed and converted, "Assumed Restricted Stock"), and shall be subject to Section 6 above.

(iv) Conversion of Restricted Stock Unit Awards. At the Effective Time, each award of time-based restricted stock units covering shares of Current O-I PublicCo Common Stock that is outstanding as of immediately prior to the Effective Time (collectively, "Company RSUs") will automatically, and without any action on the part of any Constituent Company or any other person or entity, be assumed by New PublicCo and converted into an award of an equal number of time-based restricted stock units covering shares of New PublicCo Common Stock (each Company RSU, as so assumed and converted, an "Assumed RSU").

(v) Conversion of Performance Stock Unit Awards. At the Effective Time, each award of performance-based restricted stock units covering shares of Current O-I PublicCo Common Stock that is outstanding as of immediately prior to the Effective Time (collectively, "Company PSUs" and, together with the Company Options, Company Restricted Stock and Company RSUs, the "Equity Awards") will automatically, and without any action on the part of any Constituent Company or any other person or entity, be assumed by New PublicCo and converted into an award of an equal number of performance-based restricted stock units covering shares of New PublicCo Common Stock (each Company PSU, as so assumed and converted, an "Assumed PSU").

(vi) Conversion of Dividend Equivalents. At the Effective Time, each dividend equivalent covering one share of Current O-I PublicCo Common Stock that was granted in tandem with an Equity Award and that is outstanding as of immediately prior to the Effective Time (each, a "Dividend Equivalent") will automatically, and without any action on the part of any Constituent Company or any other person or entity, be assumed by New PublicCo and converted into a dividend equivalent covering one share of New PublicCo Common Stock (each Dividend Equivalent, as so assumed and converted, an "Assumed Dividend Equivalent").

(vii) Terms of Assumed Awards. Each Assumed Option, Assumed Restricted Stock, Assumed RSU, Assumed PSU and Assumed Dividend Equivalent shall be subject to the same terms and conditions (including vesting schedules, performance conditions and forfeiture and termination provisions) applicable to the underlying Company Option, Company Restricted Stock, Company RSU, Company PSU or Dividend Equivalent, as applicable, as of immediately prior to the Effective Time, as set forth in the applicable Equity Plan and Award Agreement. No Equity Award shall vest, in whole or in part, solely by virtue of the Merger and the transactions contemplated hereby.

Section 8. **Implementation**. Each of the Constituent Companies acknowledges and agrees that the Merger is intended to qualify as a reorganization pursuant to Section 368(a) of the Code, that this Agreement shall constitute the plan of reorganization within the meaning of Treasury Regulation Sections 1.368-2(g) and 1.368-3(a), and each of the Constituent Companies shall take, or cause to be taken, all action or do, or cause to be done, all things necessary, proper or advisable under the laws of the State of Delaware and the Code to consummate and make effective the Merger. Each of the Constituent Companies shall consistently report and treat the Merger in accordance with such treatment and shall not take, or fail to take, any action which action or failure to act could reasonably be expected to cause the Merger to fail to qualify as a reorganization pursuant to Section 368(a) of the Code.

Section 9. **Actions to be Taken in Connection with the Merger**.

(i) On or prior to the Effective Time, (a) the Board of Directors of New PublicCo shall have approved, and Current O-I PublicCo, in its capacity as sole stockholder of New PublicCo, shall have adopted, the New PublicCo Charter, and the New PublicCo Charter shall have been filed with the Delaware Secretary of State and shall have become effective, and (b) the New PublicCo Bylaws shall have been adopted and be in full force and effect.

(ii) Current O-I PublicCo, in its capacity as the sole stockholder of New PublicCo, shall, prior to the Effective Time, elect each person who is then a member of the board of directors of Current O-I PublicCo as a director of New PublicCo (and to be the only directors of New PublicCo), each of whom shall serve in accordance with the New PublicCo Charter and the New PublicCo Bylaws.

Section 10. **Indemnification.**

(i) From and after the Effective Time, Paddock, LLC will indemnify and hold harmless New PublicCo and its subsidiaries (other than Paddock, LLC and its subsidiaries) and its and their respective Representatives (as defined on Schedule 1) from and against any and all Asbestos Related Liabilities (as defined on Schedule 1), Environmental Liabilities (as defined on Schedule 2) and Real Estate Liabilities (as defined on Schedule 2).

(ii) From and after the Effective Time, New PublicCo will indemnify and hold harmless Paddock, LLC and its subsidiaries and its and their respective Representatives from and against any and all Liabilities to which the foregoing may become subject, insofar as such Liabilities arise out of, or in any way relate to, the operations of New PublicCo or its subsidiaries (other than Paddock, LLC and its subsidiaries) after the Effective Time.

Section 11. **Miscellaneous**.

(i) Amendments; No Waivers. Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by all of the Constituent Companies. No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

(ii) Integration. All prior or contemporaneous agreements, contracts, promises, representations, and statements, if any, among the Constituent Companies, or their representatives, are merged into this Agreement, and this Agreement shall constitute the entire understanding among the Constituent Companies with respect to the subject matter hereof.

(iii) Expenses. All expenses incurred by the parties hereto in connection with the Merger shall be borne solely and entirely by the party which has incurred the same.

(iv) Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the Constituent Companies and their respective successors and assigns, provided that no Constituent Company may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other Constituent Companies.

(v) Governing Law. This Agreement and the rights of the Constituent Companies shall be governed by, and interpreted and construed in accordance with, the laws of the State of Delaware, without giving effect to any conflicts of law principles or other rules that would result in the application of the laws of a different jurisdiction.

(vi) Counterparts. This Agreement may be signed in any number of counterparts, including by facsimile or other electronic transmission, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger as of the date first set forth above.

OWENS-ILLINOIS, INC.

By: /s/ MaryBeth Wilkinson
Name: MaryBeth Wilkinson
Title: Senior Vice President, General Counsel and Corporate Secretary

O-I GLASS, INC.

By: /s/ MaryBeth Wilkinson
Name: MaryBeth Wilkinson
Title: Senior Vice President, General Counsel and Corporate Secretary

PADDOCK ENTERPRISES, LLC

By: /s/ John Haudrich
Name: John Haudrich
Title: Treasurer and Chief Financial Officer

Exhibit 3.1

OWENS-ILLINOIS, INC. FIFTH
AMENDED AND RESTATED BY-LAWS

Owens-Illinois, Inc. (the "Corporation"), pursuant to the provisions of Section 109 of the General Corporation Law of the State of Delaware ("Delaware General Corporation Law"), hereby adopts these Fifth Amended and Restated By-Laws, which restate, amend and supersede the by-laws of the Corporation, as previously amended, in their entirety as described below:

ARTICLE I
OFFICES

Section 1. The registered office shall be as set forth in the Certificate of Incorporation of the Corporation (as amended and/or restated from time to time, the "Certificate of Incorporation").

Section 2. The Corporation may also have offices at such other places both within and without the State of Delaware as the board of directors may from time to time determine or the business of the Corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. All meetings of the stockholders shall be held at any place within or without the State of Delaware as shall be designated from time to time by the board of directors or by means of remote communications by which stockholders and proxy holders may be deemed to be present in person and vote as such meeting. In the absence of any such designation, stockholders' meetings shall be held at the principal executive office of the Corporation. The Corporation may postpone, reschedule or cancel any annual or special meeting of stockholders previously scheduled.

Section 2. An annual meeting of stockholders shall be held each year on a date and at a time designated by the board of directors. At each annual meeting directors shall be elected and any other proper business may be transacted.

Section 3. A majority in voting power of the stock issued and outstanding and entitled to vote at any meeting of stockholders, the holders of which are present in person or represented by proxy, shall constitute a quorum for the transaction of business except as otherwise provided by law, by the Certificate of Incorporation, or by these By-Laws. A quorum, once established, shall not be broken by the withdrawal of enough votes to leave less than a quorum and the votes present may continue to transact business until adjournment. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the presiding officer at such meeting, or a majority of the voting power of the stock represented in person or by proxy, may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote thereat.

Section 4. When a quorum is present at any meeting, the vote of the holders of a majority in voting power of the stock present in person or represented by proxy and entitled to vote thereon shall decide any question brought before such meeting, unless a different or minimum vote is required by the Certificate of Incorporation, these By-Laws, the rules or regulations of any stock exchange applicable to the Corporation, or any law or regulation applicable to the Corporation or its securities, in which case such different or minimum vote shall be the applicable vote on the matter.

Section 5. At each meeting of the stockholders, each stockholder having the right to vote may vote in person or may authorize another person or persons to act for such stockholder by proxy appointed by an instrument in writing, subscribed (or transmitted by electronic means and authenticated as provided by law) by such stockholder and bearing a date not more than three years prior to said meeting, unless said instrument provides for a longer period. All proxies must be delivered to the secretary of the Corporation at the beginning of each meeting in order to be counted in any vote at the meeting. A proxy may be in the form of an electronic transmission (as defined Section 10 of this Article II) which sets forth or is submitted with information from which it can be determined that the electronic transmission was authorized by the stockholder. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering to the secretary of the Corporation a revocation of the proxy or a new proxy bearing a later date. Voting at meetings of stockholders need not be by written ballot. Except as otherwise provided by the Certificate of Incorporation, each stockholder shall have one vote for each share of stock having voting power, registered in such stockholder's name on the books of the Corporation on the record date set by the board of directors as provided in Article VI, Section 6 hereof. Directors shall be elected as follows:

(a) Each director to be elected by the stockholders of the Corporation shall be elected by the affirmative vote of a majority of the votes cast with respect to such director by the shares represented and entitled to vote therefor at a meeting of the stockholders for the election of directors at which a quorum is present (an "Election Meeting"); provided, however, that if, the board of directors determines that the number of nominees exceeds the number of directors to be elected at such meeting (a "Contested Election"), whether or not the election becomes an uncontested election after such determination, each of the directors to be elected at the Election Meeting shall be elected by the affirmative vote of a plurality of the votes cast by the shares represented and entitled to vote at such meeting with respect to the election of such director.

(b) For purposes of this Section 5, a "majority of the votes cast" means that the number of votes cast "for" a candidate for director exceeds the number of votes cast "against" that director (with "abstentions" and "broker non-votes" not counted as votes cast as either "for" or "against" such director's election). In an election other than a Contested Election, stockholders will be given the choice to cast votes "for" or "against" the election of directors or to "abstain" from such vote and shall not have the ability to cast any other vote with respect to such election of directors. In a Contested Election, stockholders will be given the choice to cast "for" or "withhold" votes for the election of directors and shall not have the ability to cast any other vote with respect to such election of directors. In the event an Election Meeting involves the election of directors by separate votes by class or classes or series, the determination as to whether an election constitutes a Contested Election shall be made on a class by class or series by series basis, as applicable. The board of directors has established procedures under which any director who is not elected shall offer to tender his or her resignation to the board of directors.

Section 6. In advance of sending to the stockholders any notice of a meeting of the holders of any class of shares, the board of directors shall appoint one or more inspectors of election to act at such meeting or any adjournment or postponement thereof and to make a written report thereof. The board of directors may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is so appointed or if no inspector or alternate is able to act, the chairman of the board of directors shall appoint one or more inspectors to act at such meeting. Each inspector, before entering upon the discharge of such inspector's duties, shall take and sign an oath to faithfully execute the duties of inspector with strict impartiality and according to the best of such inspector's ability. The inspector or inspectors so appointed or designated shall (i) ascertain the number of shares of stock of the Corporation outstanding and the voting power of each such share, (ii) determine the shares of stock of the Corporation represented at the meeting and the validity of proxies and ballots, (iii) count all votes and ballots, (iv) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors, and (v) certify their determination of the number of shares of stock of the Corporation represented at the meeting and such inspectors' count of all votes and ballots. Such certification and report shall specify such other information as may be required by law. In determining the validity and counting of proxies and ballots cast at any meeting of stockholders of the Corporation, the inspectors may consider such information as is permitted by applicable law. No inspector shall be a director, officer or employee of the Corporation.

Section 7. Special meetings of the stockholders, for any purpose, or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called at any time by the board of directors, or by a committee of the board of directors which has been duly designated by the board of directors and whose powers and authority, as provided in a resolution of the board of directors or these By-Laws, include the power to call such meetings. Special meetings of stockholders of the Corporation may not be called by another person or persons. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 8. Whenever stockholders are required or permitted to take any action at a meeting, a notice of the meeting shall be given, which notice shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the Certificate of Incorporation or these By-laws, the notice of any meeting shall be given to each stockholder entitled to vote at such meeting not less than ten nor more than sixty days before the date of the meeting.

Section 9. Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the Corporation under any provision of the Delaware General Corporation Law, the Certificate of Incorporation or these By-laws may be given in writing directed to the stockholder's mailing address (or by electronic transmission directed to the stockholder's electronic mail address, as applicable) as it appears on the records of the Corporation. Notice shall be deemed given (i) if mailed, when deposited in the United States mail, postage prepaid, (ii) if delivered by courier service, the earlier of when the notice is received or left at the stockholder's address, or (iii) if given by electronic mail, when directed to such stockholder's electronic mail address (unless the stockholder has notified the Corporation in writing or by electronic transmission of an objection to receiving notice by electronic mail or such notice is prohibited by the Delaware General Corporation Law to be given by electronic transmission). A notice by electronic mail must include a prominent legend that the communication is an important notice regarding the corporation. A notice by electronic mail will include any files attached thereto and any information hyperlinked to a website if such electronic mail includes the contact information of an officer or agent of the Corporation who is available to assist with accessing such files or information. Any notice to stockholders given by the Corporation under any provision of the Delaware General Corporation Law, the Certificate of Incorporation or these By-laws provided by means of electronic transmission (other than any such notice given by electronic mail) may only be given in a form consented to by such stockholder, and any such notice by such means of electronic transmission shall be deemed to be given as provided by the Delaware General Corporation Law. Any notice shall be deemed given (i) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice; (ii) if by a posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of (A) such posting and (B) the giving of such separate notice; and (iii) if by any other form of electronic transmission, when directed to the stockholder.

Section 10. For the purposes of these By-Laws, an "electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process; "electronic mail" means an electronic transmission directed to a unique electronic mail address (which electronic mail shall be deemed to include any files attached thereto and any information hyperlinked to a website if such electronic mail includes the contact information of an officer or agent of the corporation who is available to assist with accessing such files and information); and "electronic mail address" means a destination, commonly expressed as a string of characters, consisting of a unique user name or mailbox (commonly referred to as the "local part" of the address) and a reference to an internet domain (commonly referred to as the "domain part" of the address), whether or not displayed, to which electronic mail can be sent or delivered.

Section 11. An affidavit of the secretary or an assistant secretary of the Corporation or of the transfer agent or other agent of the Corporation that the notice has been given shall, in the absence of fraud, be *prima facie* evidence of the facts stated therein.

Section 12. The Corporation shall prepare, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to the stockholders of the Corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. Except as otherwise provided by law, such list shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by this Article II, Section 13 or to vote in person or by proxy at any meeting of the stockholders. The Corporation shall not be required to include electronic mail addresses or other electronic contact information on such list.

Section 13. Meetings of stockholders shall be presided over by the chairman of the board of directors, if any, or in his or her absence by a chairperson designated by the board of directors, or in the absence of such designation by a chairperson chosen at the meeting. The secretary shall act as secretary of the meeting, but in his or her absence the chairperson of the meeting may appoint any person to act as secretary of the meeting.

Section 14. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the person presiding over the meeting. The board of directors may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the board of directors, the person presiding over any meeting of stockholders shall have the right and authority to convene and (for any or no reason) to recess and/or adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such presiding person, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the board of directors or prescribed by the presiding person of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders entitled to vote at the meeting, their duly authorized and constituted proxies or such other persons as the presiding person of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. The presiding person at any meeting of stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall, if the facts warrant, determine and declare to the meeting that a matter or business was not properly brought before the meeting and if such presiding person should so determine, such presiding person shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the board of directors or the person presiding over the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

ARTICLE III
ADVANCE NOTICE AND DIRECTOR REQUIREMENTS

Section 1. Notice of Business to be Brought Before a Meeting.

(a) At an annual meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, business must be (i) specified in a notice of meeting given by or at the direction of the board of directors, (ii) if not specified in a notice of meeting, otherwise brought before the meeting by the board of directors or the chairman of the board of directors or (iii) otherwise properly brought before the meeting by a stockholder present in person (as defined below) who (A) (1) was a record owner of shares of the Corporation both at the time of giving the notice provided for in this Section 1 and at the time of the meeting, (2) is entitled to vote at the meeting, and (3) has complied with this Section 1 in all applicable respects or (B) properly made such proposal in accordance with Rule 14a-8 under the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (as so amended and inclusive of such rules and regulations, the "Exchange Act"). The foregoing clause (iii) shall be the exclusive means for a stockholder to propose business to be brought before an annual meeting of the stockholders. The only matters that may be brought before a special meeting are the matters specified in the notice of meeting given by or at the direction of the person calling the meeting pursuant to Article II, Section 7, and stockholders shall not be permitted to propose business to be brought before a special meeting of the stockholders. For purposes of this Article III, "present in person" shall mean that the stockholder proposing that the business be brought before the annual meeting of the Corporation, or a qualified representative of such proposing stockholder, appear at such annual meeting. A "qualified representative" of such proposing stockholder shall be, a duly authorized officer, manager or partner of such stockholder or authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to such person to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders. Stockholders seeking to nominate persons for election to the board of directors must comply with Section 2 and Section 3 of this Article III and this Section 1 shall not be applicable to nominations except as expressly provided in Section 2 and Section 3 of this Article III.

(b) Without qualification, for business to be properly brought before an annual meeting by a stockholder, the stockholder must (i) provide Timely Notice (as defined below) thereof in writing and in proper form to the secretary of the Corporation and (ii) provide any updates or supplements to such notice at the times and in the forms required by this Section 1. To be timely, a stockholder's notice must be delivered to, or mailed and received at, the principal executive offices of the Corporation not less than ninety (90) days nor more than one hundred twenty (120) days prior to the one-year anniversary of the preceding year's annual meeting; provided, however, that if the date of the annual meeting is more than thirty (30) days before or more than sixty (60) days after such anniversary date, notice by the stockholder to be timely must be so delivered, or mailed and received, not less than ninety (90) days prior to such annual meeting or, if later, not less than ten (10) days following the day on which public disclosure of the date of such annual meeting was first made by the Corporation (such notice within such time periods, "Timely Notice"). In no event shall any adjournment or postponement of an annual meeting or the announcement thereof commence a new time period for the giving of Timely Notice as described above.

(c) To be in proper form for purposes of this Section 1, a stockholder's notice to the secretary shall set forth:

(i) As to each Proposing Person (as defined below), (A) the name and address of such Proposing Person (including, if applicable, the name and address that appear on the Corporation's books and records); and (B) the class or series and number of shares of the Corporation that are, directly or indirectly, owned of record or beneficially owned (within the meaning of Rule 13d-3 under the Exchange Act) by such Proposing Person, except that such Proposing Person shall in all events be deemed to beneficially own any shares of any class or series of the Corporation as to which such Proposing Person has a right to acquire beneficial ownership at any time in the future (the disclosures to be made pursuant to the foregoing clauses (A) and (B) are referred to as "Stockholder Information");

(ii) As to each Proposing Person, (A) the full notional amount of any securities that, directly or indirectly, underlie any "derivative security" (as such term is defined in Rule 16a-1(c) under the Exchange Act) that constitutes a "call equivalent position" (as such term is defined in Rule 16a-1(b) under the Exchange Act) ("Synthetic Equity Position") and that is, directly or indirectly, held or maintained by such Proposing Person with respect to any shares of any class or series of shares of the Corporation; provided that, for the purposes of the definition of "Synthetic Equity Position," the term "derivative security" shall also include any security or instrument that would not otherwise constitute a "derivative security" as a result of any feature that would make any conversion, exercise or similar right or privilege of such security or instrument becoming determinable only at some future date or upon the happening of a future occurrence, in which case the determination of the amount of securities into which such security or instrument would be convertible or exercisable shall be made assuming that such security or instrument is immediately convertible or exercisable at the time of such determination; and, provided, further, that any Proposing Person satisfying the requirements of Rule 13d-1(b)(1) under the Exchange Act (other than a Proposing Person that so satisfies Rule 13d-1(b)(1) under the Exchange Act solely by reason of Rule 13d-1(b)(1)(ii)(E)) shall not be deemed to hold or maintain the notional amount of any securities that underlie a Synthetic Equity Position held by such Proposing Person as a hedge with respect to a bona fide derivatives trade or position of such Proposing Person arising in the ordinary course of such Proposing Person's business as a derivatives dealer, (B) any rights to dividends on the shares of any class or series of shares of the Corporation owned beneficially by such Proposing Person that are separated or separable from the underlying shares of the Corporation, (C) any material pending or threatened legal proceeding in which such Proposing Person is a party or material participant involving the Corporation or any of its officers or directors, or any affiliate of the Corporation, (D) any other material relationship between such Proposing Person, on the one hand, and the Corporation, any affiliate of the Corporation, on the other hand, (E) any direct or indirect material interest in any material contract or agreement of such Proposing Person with the Corporation or any affiliate of the Corporation (including, in any such case, any employment agreement, collective bargaining agreement or consulting agreement), (F) a representation that such Proposing Person intends or is part of a group which intends to deliver a proxy statement or form of proxy to holders of at least the percentage of the Corporation's outstanding stock required to approve or adopt the proposal or otherwise solicit proxies from stockholders in support of such proposal, and (G) any other information relating to such Proposing Person that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies or consents by such Proposing Person in support of the business proposed to be brought before the meeting pursuant to Section 14(a) of the Exchange Act (the disclosures to be made pursuant to the foregoing clauses (A) through (G) are referred to as "Disclosable Interests"); provided, however, that Disclosable Interests shall not include any such disclosures with respect to the ordinary course business activities of any broker, dealer, commercial bank, trust company or other nominee who is a Proposing Person solely as a result of being the stockholder directed to prepare and submit the notice required by these By-Laws on behalf of a beneficial owner; and

(iii) As to each item of business that the stockholder proposes to bring before the annual meeting, (A) a brief description of the business desired to be brought before the annual meeting, the reasons for conducting such business at the annual meeting and any material interest in such business of each Proposing Person, (B) the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the By-Laws, the language of the proposed amendment), and (C) a reasonably detailed description of all agreements, arrangements and understandings (x) between or among any of the Proposing Persons or (y) between or among any Proposing Person and any other person or entity (including their names) in connection with the proposal of such business by such stockholder; and (D) any other information relating to such item of business that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies in support of the business proposed to be brought before the meeting pursuant to Section 14(a) of the Exchange Act; provided, however, that the disclosures required by this paragraph (iii) shall not include any disclosures with respect to any broker, dealer, commercial bank, trust company or other nominee who is a Proposing Person solely as a result of being the stockholder directed to prepare and submit the notice required by these By-Laws on behalf of a beneficial owner.

For purposes of this Section 1, the term "Proposing Person" shall mean (i) the stockholder providing the notice of business proposed to be brought before an annual meeting, (ii) the beneficial owner or beneficial owners, if different, on whose behalf the notice of the business proposed to be brought before the annual meeting is made, and (iii) any participant (as defined in paragraphs (a)(ii)-(vi) of Instruction 3 to Item 4 of Schedule 14A) with such stockholder in such solicitation.

(d) A Proposing Person shall update and supplement its notice to the Corporation of its intent to propose business at an annual meeting, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 1 shall be true and correct as of the record date for stockholders entitled to vote at the meeting and as of the date that is ten (10) business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the secretary at the principal executive offices of the Corporation not later than five (5) business days after the record date for stockholders entitled to vote at the meeting (in the case of the update and supplement required to be made as of such record date), and not later than eight (8) business days prior to the date for the meeting or, if practicable, any adjournment or postponement thereof (and, if not practicable, on the first practicable date prior to the date to which the meeting has been adjourned or postponed in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any adjournment or postponement thereof). For the avoidance of doubt, the obligation to update and supplement as set forth in this paragraph or any other Section of these By-Laws shall not limit the Corporation's rights with respect to any deficiencies in any notice provided by a stockholder, extend any applicable deadlines hereunder or enable or be deemed to permit a stockholder who has previously submitted notice hereunder to amend or update any proposal or to submit any new proposal, including by changing or adding matters, business or resolutions proposed to be brought before a meeting of the stockholders.

(e) Notwithstanding anything in these By-Laws to the contrary, no business shall be conducted at an annual meeting that is not properly brought before the meeting in accordance with this Section 1. The presiding officer of the meeting shall, if the facts warrant, determine that the business was not properly brought before the meeting in accordance with this Section 1, and if he or she should so determine, he or she shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted.

(f) This Section 1 is expressly intended to apply to any business proposed to be brought before an annual meeting of stockholders other than any proposal made in accordance with Rule 14a-8 under the Exchange Act and included in the Corporation's proxy statement. In addition to the requirements of this Section 1 with respect to any business proposed to be brought before an annual meeting, each Proposing Person shall comply with all applicable requirements of the Exchange Act with respect to any such business. Nothing in this Section 1 shall be deemed to affect the rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act.

(g) For purposes of these By-Laws, "public disclosure" shall mean disclosure in a press release reported by a national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Sections 13, 14 or 15(d) of the Exchange Act.

Section 2. Notice of Nominations for Election to the Board of Directors.

(a) Nominations of any person for election to the board of directors at an annual meeting or at a special meeting (but only if the election of directors is a matter specified in the notice of meeting given by or at the direction of the person calling such special meeting) may be made at such meeting only (i) by or at the direction of the board of directors, including by any committee or persons authorized to do so by the board of directors or these By-Laws, or (ii) by a stockholder present in person (as defined in Section 1 of this Article III) (A) who was a record owner of shares of the Corporation both at the time of giving the notice provided for in this Section 2 and at the time of the meeting, (B) is entitled to vote at the meeting, and (C) has complied with this Section 2 and Section 3 of this Article III as to such notice and nomination. The foregoing clause (ii) shall be the exclusive means for a stockholder to make any nomination of a person or persons for election to the board of directors at an annual meeting or special meeting.

(b)

(i) Without qualification, for a stockholder to make any nomination of a person or persons for election to the board of directors at an annual meeting, the stockholder must (1) provide Timely Notice (as defined in Section 1 of this Article III) thereof in writing and in proper form to the secretary of the Corporation, (2) provide the information, agreements and questionnaires with respect to such stockholder and its candidate for nomination as required to be set forth by this Section 2 and Section 3 of this Article III and (3) provide any updates or supplements to such notice at the times and in the forms required by this Section 2 and Section 3 of this Article III.

(ii) Without qualification, if the election of directors is a matter specified in the notice of meeting given by or at the direction of the person calling a special meeting, then for a stockholder to make any nomination of a person or persons for election to the board of directors at a special meeting, the stockholder must (i) provide timely notice thereof in writing and in proper form to the secretary of the Corporation at the principal executive offices of the Corporation, (ii) provide the information with respect to such stockholder and its candidate for nomination as required by this Section 2 and Section 3 of this Article III and (iii) provide any updates or supplements to such notice at the times and in the forms required by this Section 2. To be timely, a stockholder's notice for nominations to be made at a special meeting must be delivered to, or mailed and received at, the principal executive offices of the Corporation not less than ninety (90) days nor more than one hundred twenty (120) days prior to such special meeting or, if later, not less than ten (10) days following the day on which public disclosure (as defined in Section 1 of this Article III) of the date of such special meeting was first made.

(iii) In no event shall any adjournment or postponement of an annual meeting or special meeting or the announcement thereof commence a new time period for the giving of a stockholder's notice as described above.

(iv) If the Corporation shall, subsequent to such notice, increase the number of directors subject to election at the meeting, such notice as to any additional nominees shall be due on the later of (i) the conclusion of the time period for Timely Notice, (ii) the date set forth in Section 2(b)(ii) or (iii) the tenth (10th) day following the date of public disclosure (as defined in Section 1(g)) of such increase.

(c) To be in proper form for purposes of this Section 2, a stockholder's notice to the secretary shall set forth:

(i) As to each Nominating Person (as defined below), the Stockholder Information (as defined in Section 1(c)(i) of this Article III, except that for purposes of this Section 2 the term "Nominating Person" shall be substituted for the term "Proposing Person" in all places it appears in Section 1(c) of this Article III);

(ii) As to each Nominating Person, any Disclosable Interests (as defined in Section 1(c)(ii) of this Article III, except that for purposes of this Section 2 the term "Nominating Person" shall be substituted for the term "Proposing Person" in all places it appears in Section 1(c)(ii) of this Article III and the disclosure with respect to the business to be brought before the meeting in Section 1(c)(ii) of this Article III shall be made with respect to the election of directors at the meeting); and

(iii) As to each candidate whom a Nominating Person proposes to nominate for election as a director, (A) all information with respect to such candidate for nomination that would be required to be set forth in a stockholder's notice pursuant to this Section 2 and Section 3 of this Article III if such candidate for nomination were a Nominating Person, (B) all information relating to such candidate for nomination that is required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to Section 14(a) under the Exchange Act (including such candidate's written consent to being named in the proxy statement as a nominee and to serving as a director if elected), (C) a description of any direct or indirect material interest in any material contract or agreement between or among any Nominating Person, on the one hand, and each candidate for nomination or his or her respective associates or any other participants in such solicitation, on the other hand, including, without limitation, all information that would be required to be disclosed pursuant to Item 404 under Regulation S-K if such Nominating Person were the "registrant" for purposes of such rule and the candidate for nomination were a director or executive officer of such registrant (the disclosures to be made pursuant to the foregoing clauses (A) through (C) are referred to as "Nominee Information"), and (D) a completed and signed questionnaire, representation and agreement as provided in Section 3(a) of this Article III.

For purposes of this Section 2, the term "Nominating Person" shall mean (i) the stockholder providing the notice of the nomination proposed to be made at the meeting, (ii) the beneficial owner or beneficial owners, if different, on whose behalf the notice of the nomination proposed to be made at the meeting is made, and (iii) any participant (as defined in paragraphs (a)(ii)-(vi) of Instruction 3 to Item 4 of Schedule 14A) with such stockholder in such solicitation.

(d) A stockholder providing notice of any nomination proposed to be made at a meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 2 shall be true and correct as of the record date for stockholders entitled to vote at the meeting and as of the date that is ten (10) business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the secretary at the principal executive offices of the Corporation not later than five (5) business days after the record date for stockholders entitled to vote at the meeting (in the case of the update and supplement required to be made as of such record date), and not later than eight (8) business days prior to the date for the meeting or, if practicable, any adjournment or postponement thereof (and, if not practicable, on the first practicable date prior to the date to which the meeting has been adjourned or postponed in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any adjournment or postponement thereof).

(e) In addition to the requirements of this Section 2 with respect to any nomination proposed to be made at a meeting, each Nominating Person shall comply with all applicable requirements of the Exchange Act with respect to any such nominations.

Section 3. Additional Requirements for Valid Nomination of Candidates to Serve as Director and, if Elected, to be Seated as Directors.

(a) To be eligible to be a candidate for election as a director of the Corporation at an annual or special meeting, a candidate must be nominated in the manner prescribed in Section 2 of this Article III and the candidate for nomination, whether nominated by the board of directors or by a stockholder of record, must have previously delivered (in accordance with the time period prescribed for delivery in a notice to such candidate given by or on behalf of the board of directors), to the secretary at the principal executive offices of the Corporation, (i) a completed written questionnaire (in a form provided by the Corporation) with respect to the background, qualifications, stock ownership and independence of such proposed nominee and (ii) a written representation and agreement (in form provided by the Corporation) that such candidate for nomination (A) is not and, if elected as a director during his or her term of office, will not become a party to any agreement, arrangement or understanding with, and has not given and will not give any commitment or assurance to, any person or entity as to how such proposed nominee, if elected as a director of the Corporation, will act or vote on any issue or question (a "Voting Commitment"), including any Voting Commitment that could limit or interfere with such proposed nominee's ability to comply, if elected as a director of the Corporation, with such proposed nominee's fiduciary duties under applicable law, (B) is not, and will not become a party to, any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation or reimbursement for service as a director that has not been disclosed to the Corporation, and (C) if elected as a director of the Corporation, will comply with all applicable corporate governance, conflict of interest, confidentiality, stock ownership and trading and other policies and guidelines of the Corporation applicable to directors and in effect during such person's term in office as a director (and, if requested by any candidate for nomination, the secretary of the Corporation shall provide to such candidate for nomination all such policies and guidelines then in effect).

(b) A candidate for nomination as a director shall further update and supplement the materials delivered pursuant to this Section 3, if necessary, so that the information provided or required to be provided pursuant to this Section 3 shall be true and correct as of the record date for stockholders entitled to vote at the meeting and as of the date that is ten (10) business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the secretary at the principal executive offices of the Corporation not later than five (5) business days after the record date for stockholders entitled to vote at the meeting (in the case of the update and supplement required to be made as of such record date), and not later than eight (8) business days prior to the date for the meeting or, if practicable, any adjournment or postponement thereof (and, if not practicable, on the first practicable date prior to the date to which the meeting has been adjourned or postponed in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any adjournment or postponement thereof).

(c) The board of directors may also require any proposed candidate for nomination as a director to furnish such other information as may reasonably be requested by the board of directors in writing prior to the meeting of stockholders at which such candidate's nomination is to be acted upon in order for the board of directors to determine the eligibility of such candidate for nomination to be an independent director of the Corporation in accordance with the Corporation's Corporate Governance Guidelines.

(d) No candidate shall be eligible for nomination as a director of the Corporation unless such candidate for nomination and the Nominating Person seeking to place such candidate's name in nomination has complied with Section 2 of this Article III and this Section 3, as applicable. The presiding officer at the meeting shall, if the facts warrant, determine that a nomination was not properly made in accordance with Section 2 of this Article III or this Section 3, and if he or she should so determine, he or she shall so declare such determination to the meeting, the defective nomination shall be disregarded and any ballots cast for the candidate in question (but in the case of any form of ballot listing other qualified nominees, only the ballots cast for the nominee in question) shall be void and of no force or effect.

(e) Notwithstanding anything in these By-Laws to the contrary, no candidate for nomination shall be eligible to be seated as a director of the Corporation unless nominated and elected in accordance with this Section 3.

ARTICLE IV
DIRECTORS

Section 1. The board of directors shall consist of a minimum of one (1) and a maximum of twelve (12) directors. The number of directors shall be fixed or changed from time to time, within the minimum and maximum, by the board of directors. The directors need not be stockholders. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 2 of this Article IV, and each director elected shall hold office until such director's successor is elected and qualified or until such director's death, retirement, resignation or removal. Except as may otherwise be provided pursuant to Article IV of the Certificate of Incorporation with respect to any rights of holders of preferred stock, a director may be removed without cause by the affirmative vote of the stockholders holding at least 80% of the stock entitled to vote for the election of directors.

Section 2. Except as may otherwise be provided pursuant to Article IV of the Certificate of Incorporation with respect to any rights of holders of preferred stock to elect additional directors, should a vacancy in the board of directors occur or be created (whether arising through death, retirement, resignation or removal or through an increase in the number of authorized directors), such vacancy shall be filled by the affirmative vote of a majority of the remaining directors, even though less than a quorum of the board of directors. A director so elected to fill a vacancy shall serve for the remainder of the term expiring at the next annual meeting.

Section 3. The property and business of the Corporation shall be managed by or under the direction of its board of directors. In addition to the powers and authorities by these By-Laws expressly conferred upon them, the board of directors may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these By-Laws directed or required to be exercised or done by the stockholders.

MEETINGS OF THE BOARD OF DIRECTORS

Section 4. The directors may hold their meetings and have one or more offices, and keep the books of the Corporation outside of the State of Delaware.

Section 5. Regular meetings of the board of directors may be held without notice at such time and place as shall from time to time be determined by the board.

Section 6. Special meetings of the board of directors may be called by the chairman of the board of directors, chief executive officer or president on twenty-four hours' notice to each director, either personally or by mail, overnight express courier, facsimile, electronic mail or other electronic transmission, telephone or hand delivery in person; special meetings shall be called by the chairman of the board of directors, chief executive officer, president or the secretary in like manner and on like notice on the written request of a majority of the directors then in office. Unless limited by law, the Certificate of Incorporation, these By- Laws or by the terms of the notice thereof, any and all business may be transacted at any meeting without the notice thereof having so specially enumerated the matters to be acted upon. The notice shall be deemed given:

(a) in the case of hand delivery or notice by telephone, when received by the director to whom notice is to be given or by any person accepting such notice on behalf of such director,

(b) in the case of delivery by mail, upon deposit in the United States mail, postage prepaid, directed to the director to whom notice is being given at such director's address as it appears on the records of the Corporation,

(c) in the case of delivery by overnight express courier, the earlier of when notice is received or left at the director's address as it appears on the records of the Corporation,

(d) in the case of delivery via facsimile or electronic mail, when directed to the director's number or electronic mail address, as applicable, as they appear on the records of the Corporation, and

(e) in the case of any other form of electronic transmission, when directed to the director.

Section 7. At all meetings of the board of directors a majority of the authorized number of directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the vote of a majority of the directors present at any meeting at which there is a quorum, shall be the act of the board of directors, except as may be otherwise specifically provided by statute, by the Certificate of Incorporation or by these By-Laws. If a quorum shall not be present at any meeting of the board of directors the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. If only one director is authorized, such sole director shall constitute a quorum.

Section 8. Unless otherwise restricted by the Certificate of Incorporation or these By-Laws, any action required or permitted to be taken at any meeting of the board of directors or of any committee thereof may be taken without a meeting, if all members of the board of directors or committee, as the case may be, consent thereto in writing, or by electronic transmission. After an action is taken, the consent or consents relating thereto shall be filed with the minutes of proceedings of the board or committee in the same paper or electronic form as the minutes are maintained.

Section 9. Unless otherwise restricted by the Certificate of Incorporation or these By-Laws, members of the board of directors, or any committee designated by the board of directors, may participate in a meeting of the board of directors, or any committee, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting.

COMMITTEES OF DIRECTORS

Section 10. The board of directors may, by resolution passed by a majority of the whole board of directors, designate one or more committees, each such committee to consist of one or more of the directors of the Corporation. The board of directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in a resolution of the board of directors, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the Certificate of Incorporation (except that a committee may, to the extent authorized in the resolution or resolutions providing for the issuance of shares of stock adopted by the board of directors, fix the designations and any of the preferences or rights of such shares relating to dividends, redemption, dissolution, any distribution of assets of the Corporation or the conversion into, or the exchange of such shares for, shares of any other class or classes or any other series of the same or any other class or classes of stock of the Corporation or fix the number of shares of any series of stock or authorize the increase or decrease of the shares of any series), adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution, or amending these By-Laws; and, unless the resolution, these By-Laws, or the Certificate of Incorporation expressly so provide, no such committee shall have the power or authority to declare a dividend, to authorize the issuance of stock, or to adopt a Certificate of Ownership and Merger.

Section 11. Meetings of committees of the board of directors may be held at any place, within or without the State of Delaware, as shall be designated by the board or the committee. Regular meetings of any committee shall be held at such times as may be determined by resolution of the board of directors or the committee and no notice shall be required for any regular meeting. A special meeting of any committee shall be called by resolution of the board of directors or by the secretary or an assistant secretary upon the request of any member of the committee. Notices of special meetings may be made in writing, by electronic transmission, by telephone or in person. Any such notice shall be sent or given not later than twenty-four hours before the meeting. Unless limited by law, the Certificate of Incorporation, these By-Laws, or by the terms of the notice thereof, any and all business may be transacted at any special meeting without the notice thereof having so specifically enumerated the matters to be acted upon. Each committee shall keep regular minutes of its meetings and report the same to the board of directors when required.

Section 12. The board of directors shall appoint an audit committee, the size of which shall be set by the board, but will always consist of at least three directors. The members of the audit committee shall be appointed by the board of directors upon the recommendation of the nominating and corporate governance committee in accordance with the independence, experience and other requirements of the New York Stock Exchange and applicable law. The powers, responsibilities and functions of the audit committee shall be as set forth in the audit committee charter, which shall be adopted and approved by the board of directors. The audit committee shall review and reassess the adequacy of its charter on an annual basis and recommend any proposed changes to the board of directors for its adoption and approval.

Section 13. The board of directors shall appoint a compensation committee, the size of which shall be set by the board, but will always consist of at least three directors. The members of the compensation committee shall be appointed by the board of directors upon the recommendation of the nominating and corporate governance committee in accordance with the independence, experience and other requirements of the New York Stock Exchange and applicable law. The powers, responsibilities and functions of the compensation committee shall be as set forth in the compensation committee charter, which shall be adopted and approved by the board of directors.

Section 14. The board of directors shall appoint a nominating and corporate governance committee, the size of which shall be set by the board, but will always consist of at least three directors. The members of the nominating and corporate governance committee shall be appointed by the board of directors upon the recommendation of the nominating and corporate governance committee in accordance with the independence, experience and other requirements of the New York Stock Exchange and applicable law. The powers, responsibilities and functions of the nominating and corporate governance committee shall be as set forth in the nominating and corporate governance committee charter, which shall be adopted and approved by the board of directors.

COMPENSATION OF DIRECTORS

Section 15. Unless otherwise restricted by the Certificate of Incorporation or these By-Laws, the board of directors shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the board of directors and may be paid a fixed sum for attendance at each meeting of the board of directors or a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

INDEMNIFICATION

Section 16. The Corporation shall indemnify every person who was or is a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, agent or trustee of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including counsel fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, to the full extent permitted by applicable law. Notwithstanding the preceding sentence, except as otherwise provided in this Section 16 with respect to the enforcement of rights hereunder, the Corporation shall be required to indemnify any person entitled to indemnification under this Section 16 in connection with a proceeding (or part thereof) commenced by such person only if the commencement of such proceeding (or part thereof) by such person was authorized in the specific case by the Board of Directors. If a claim under this Section 16 is not paid in full by the Corporation within ninety days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be paid also the expense of prosecuting such claim to the fullest extent permitted by law. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the Delaware General Corporation Law or other applicable law for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its board of directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because such person has met the applicable standard of conduct set forth in the Delaware General Corporation Law or other applicable law, nor an actual determination by the Corporation (including its board of directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 17. Expenses incurred in defending a proceeding shall be paid by the Corporation to or on behalf of any person indemnified pursuant to Article IV, Section 16 of these By-Laws in advance of the final disposition of such proceeding if the Corporation shall have received an undertaking by or on behalf of such person to repay such amounts if it shall ultimately be determined that he or she is not entitled to indemnification by the Corporation as authorized by these By-Laws.

ARTICLE V
OFFICERS

Section 1. The officers of the Corporation shall be chosen by the board of directors and shall include a president, a vice president and a secretary. The Corporation may also have at the discretion of the board of directors such other officers as are desired, including a chairman of the board of directors, additional vice presidents, one or more assistant secretaries, a treasurer, one or more assistant treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article V. In the event there are two or more vice presidents, then one or more may be designated as executive vice president, senior vice president, vice president marketing, or other similar or dissimilar title. At the time of the election of officers, the directors may by resolution determine the order of their rank. Any number of offices may be held by the same person, unless the Certificate of Incorporation or these By-Laws otherwise provide.

Section 2. The board of directors, at its first meeting after each annual meeting of stockholders, shall choose the officers of the Corporation.

Section 3. The board of directors may appoint such other officers and agents, as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board of directors.

Section 4. The salaries of all officers and agents of the Corporation shall be fixed by the board of directors, acting directly or through the compensation committee of the board.

Section 5. The officers of the Corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the board of directors may be removed at any time, either with or without cause, by the board of directors. If the office of any officer or officers becomes vacant for any reason, the vacancy may be filled by the board of directors.

CHAIRMAN OF THE BOARD

Section 6. The chairman of the board of directors, if such an officer be elected, shall, if present, preside at all meetings of the board of directors and exercise and perform such other powers and duties as may be from time to time assigned to the chairman by the board of directors or prescribed by these By-Laws. If there is no president, the chairman of the board of directors shall, in addition, be the chief executive officer of the Corporation and shall have the powers and duties prescribed in Section 7 of this Article V.

PRESIDENT

Section 7. Subject to such supervisory powers, if any, as may be given by the board of directors to the chairman of the board of directors, if there be such an officer, the president shall be the chief executive officer of the Corporation and shall, subject to the control of the board of directors, have general supervision, direction and control of the business and officers of the Corporation. The president shall be an ex-officio member of all committees and shall have the general powers and duties of management usually vested in the office of president and chief executive officer of Corporations, and shall have such other powers and duties as may be prescribed by the board of directors or these By-Laws.

VICE PRESIDENTS

Section 8. In the absence or disability of the president, the vice presidents in order of their rank as fixed by the board of directors, or if not ranked, the vice president designated by the board of directors, shall perform all the duties of the president, and when so acting shall have all the powers of and be subject to all the restrictions upon the president. The vice presidents shall have such other duties as from time to time may be prescribed for them, respectively, by the board of directors.

SECRETARY AND ASSISTANT SECRETARIES

Section 9. The secretary shall record the proceedings of the meetings of the stockholders and directors in a book to be kept for that purpose; and shall perform like duties for the standing committees when required by the board of directors. The secretary shall give, or cause to be given, notice of all meetings of the stockholders and of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or these By-Laws. The secretary shall keep in safe custody the seal of the Corporation, and affix the same to any instrument requiring it, and when so affixed it shall be attested by the secretary’s signature or by the signature of an assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by such officer’s signature.

Section 10. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, or if there be no such determination, the assistant secretary designated by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

TREASURER AND ASSISTANT TREASURERS

Section 11. The treasurer, if such an officer is elected, shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys, and other valuable effects in the name and to the credit of the Corporation, in such depositories as may be designated by the board of directors. The treasurer shall disburse the funds of the Corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the board of directors, at its regular meetings, or when the board of directors so requires, an account of all the treasurer's transactions as treasurer and of the financial condition of the Corporation. If required by the board of directors, the treasurer shall give the Corporation a bond, in such sum and with such surety or sureties as shall be satisfactory to the board of directors, for the faithful performance of the duties of office the treasurer and for the restoration to the Corporation, in case of the treasurer's death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in the treasurer's possession or under the treasurer's control belonging to the Corporation.

Section 12. The assistant treasurer, or if there shall be more than one, the assistant treasurers in the order determined by the board of directors, or if there be no such determination, the assistant treasurer designated by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE VI
CERTIFICATES OF STOCK

Section 1. The shares of the Corporation shall be represented by certificates, provided that the board of directors may provide by resolution or resolutions that some or all of any class or series of the Corporation's stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Every holder of stock represented by certificates shall be entitled to have a certificate signed by, or in the name of the Corporation by, any two authorized officers of the Corporation, including, without limitation, the chairman or vice chairman of the board of directors, the president, any vice president, the secretary or an assistant secretary or the treasurer or an assistant treasurer of the Corporation, representing the number of shares registered in certificate form.

Section 2. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent, or registrar at the date of issue.

Section 3. If the Corporation shall be authorized to issue more than one class of stock or more than one series of any class, the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualification, limitations or restrictions of such preferences and/or rights may be set forth in full or summarized on the face or back of the certificate which the Corporation may issue to represent such class or series of stock, provided that, except as otherwise provided in Section 202 of the Delaware General Corporation Law, in lieu of the foregoing, the Corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

LOST, STOLEN OR DESTROYED CERTIFICATES

Section 4. The Corporation may direct a new certificate or certificates or uncertificated shares to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates or uncertificated shares, the Corporation may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or such owner’s legal representative, to advertise the same in such manner as it shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

TRANSFERS OF STOCK

Section 5. Upon surrender to the Corporation, or the transfer agent of the Corporation, of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the Corporation to issue a new certificate or uncertificated shares to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

FIXING RECORD DATE

Section 6. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of the stockholders, or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the board of directors may fix a record date which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. If the board of directors so fixes a record date for any meeting of stockholders, such record date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the board of directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the board of directors (1) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice of such meeting is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held and (2) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting.

REGISTERED STOCKHOLDERS

Section 7. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and accordingly shall not be bound to recognize any equitable or other claim or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, save as expressly provided by the laws of the State of Delaware.

ARTICLE VII
GENERAL PROVISIONS

DIVIDENDS

Section 1. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, if any, may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Certificate of Incorporation.

Section 2. Before payment of any dividend there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the directors shall think conducive to the interests of the Corporation, and the directors may abolish any such reserve.

CHECKS

Section 3. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers as the board of directors may from time to time designate.

FISCAL YEAR

Section 4. The fiscal year of the Corporation shall be fixed by resolution of the board of directors.

CORPORATE SEAL

Section 5. The corporate seal shall have inscribed thereon the name of the Corporation and the words “Corporate Seal, Delaware”. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

NOTICES

Section 6. Whenever any notice is required to be given by law or under the provisions of the Certificate of Incorporation or of these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to said notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any regular or special meeting of the stockholders need be specified in a waiver of notice.

Section 7. Without limiting the manner by which notice otherwise may be given effectively to stockholders, and except as prohibited by applicable law, any notice to stockholders given by the Corporation under any provision of applicable law, the Certificate of Incorporation, or these By-Laws shall be effective if given by a single written notice to stockholders who share an address if consented to by the stockholders at that address to whom such notice is given. Any such consent shall be revocable by the stockholder by written notice to the Corporation. Any stockholder who fails to object in writing to the Corporation, within 60 days of having been given written notice by the Corporation of its intention to send the single notice permitted under this Section, shall be deemed to have consented to receiving such single written notice.

FORUM SELECTION

Section 8. Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery (the “Chancery Court”) of the State of Delaware (or, in the event that the Chancery Court does not have jurisdiction, the federal district court for the District of Delaware or other state courts of the State of Delaware) shall, to the fullest extent permitted by law, be the sole and exclusive forum for (a) any derivative action or proceeding brought on behalf of the Corporation, (b) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or to the Corporation’s stockholders, (c) any action arising pursuant to any provision of the Delaware General Corporation Law, the Corporation’s Certificate of Incorporation or these By-Laws (as either may be amended from time to time), or (d) any action asserting a claim against the Corporation governed by the internal affairs doctrine under the laws of the State of Delaware. If any action the subject matter of which is within the scope of the preceding sentence is filed in a court other than a court located within the State of Delaware (a “Foreign Action”) in the name of any stockholder, such stockholder shall be deemed to have consented to (i) the personal jurisdiction of the state and federal courts located within the State of Delaware in connection with any action brought in any such court to enforce the preceding sentence and (ii) having service of process made upon such stockholder in any such action by service upon such stockholder’s counsel in the Foreign Action as agent for such stockholder.

ARTICLE VIII
AMENDMENTS

Section 1. These By-Laws may be altered, amended or repealed or new By-Laws may be adopted by the stockholders or by the board of directors, when such power is conferred upon the board of directors by the Certificate of Incorporation. If the power to adopt, amend or repeal these By-Laws is conferred upon the board of directors by the Certificate of Incorporation it shall not divest or limit the power of the stockholders to adopt, amend or repeal these By-Laws.

Exhibit 3.2

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
O-I GLASS, INC.

O-I Glass, Inc. (the "Corporation"), a corporation organized and existing under the General Corporation Law of the State of Delaware (the "General Corporation Law"), does hereby certify as follows:

1. The Corporation is the successor entity to Owens-Illinois, Inc. as a result of a transaction intended to qualify as a reorganization pursuant to Section 368(a) of the Internal Revenue Code of 1986, as amended.

2. The name of the Corporation is O-I Glass, Inc. The Corporation was originally incorporated under the name "O-I Glass, Inc." and the original certificate of incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on December 12, 2019.

3. This Amended and Restated Certificate of Incorporation, having been duly adopted in accordance with Sections 228, 242 and 245 of the General Corporation Law, further amends and restates the Certificate of Incorporation of the Corporation.

4. This Amended and Restated Certificate of Incorporation shall become effective on December 26, 2019, at 10:00 a.m. Eastern Time.

5. The certificate of incorporation of the Corporation is hereby amended and restated to read in its entirety as follows:

ARTICLE I
Name Of The Corporation

The name of the Corporation is: O-I Glass, Inc.

ARTICLE II
Registered Agent And Registered Office

The address of its registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE III
Purpose Of The Corporation

The nature of the business or purposes to be conducted or promoted is:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "General Corporation Law").

ARTICLE IV
Authorized Capital Stock

The total number of shares of all classes of capital stock which the Corporation shall have authority to issue is three hundred million (300,000,000), consisting of two hundred and fifty million (250,000,000) shares of common stock, par value $.01 per share (hereinafter called the "Common Stock"), and fifty million (50,000,000) shares of preferred stock, par value $.01 per share (hereinafter called the "Preferred Stock").

The following is a description of each of the classes of stock of the Corporation and a statement of the powers, preferences and rights of such stock, and the qualifications, limitations and restrictions thereof:

A. Authority of the Board of Directors. The Preferred Stock may be issued, from time to time, in one or more series, and each series shall be known and designated by such designations as may be stated and expressed in a resolution or resolutions adopted by the Board of Directors of the Corporation and as shall have been set forth in a certificate made, executed, acknowledged, filed and recorded in the manner required by the laws of the State of Delaware in order to make the same effective. Each series shall consist of such number of shares as shall be stated and expressed in such resolution or resolutions providing for the issue of Preferred Stock of such series together with such additional number of shares as the Board of Directors by resolution or resolutions may from time to time determine to issue as a part of such series. All shares of any one series of such Preferred Stock shall be alike in every particular except that shares issued at different times may accumulate dividends from different dates. The Board of Directors shall have power and authority to state and determine in the resolution or resolutions providing for the issue of each series of Preferred Stock the number of shares of each such series authorized to be issued, the voting powers (if any) and the designations, preferences and relative, participating, optional or other rights appertaining to each such series, and the qualifications, limitations or restrictions thereof (including, but not by way of limitation, full power and authority to determine as to the Preferred Stock of each such series, the rate or rates of dividends payable thereon, the times of payment of such dividends, the prices and manner upon which the same may be redeemed, the amount or amounts payable thereon in the event of liquidation, dissolution or winding up of the Corporation or in the event of any merger or consolidation of or sale of assets by the Corporation, the rights (if any) to convert the same into, and/or to purchase, stock of any other class or series, the terms of any sinking fund or redemption or purchase account (if any) to be provided for shares of such series of the Preferred Stock, and the voting powers (if any) of the holders of any series of Preferred Stock generally or with respect to any particular matter, which may be less than, equal to or greater than one vote per share, and which may, without limiting the generality of the foregoing, include the right, voting as a series by itself or together with the holders of any other series of Preferred Stock or all series of Preferred Stock as a class, to elect one or more directors of the Corporation generally or under such specific circumstances and on such conditions, as shall be provided in the resolution or resolutions of the Board of Directors adopted pursuant hereto, including, without limitation, in the event there shall have been a default in the payment of dividends on or redemption of any one or more series of Preferred Stock). The Board of Directors may from time to time decrease the number of shares of any series of Preferred Stock (but not below the number thereof then outstanding) by providing that any unissued shares previously assigned to such series shall no longer constitute part thereof and may assign such unissued shares to an existing or newly created series. The foregoing provisions of this paragraph A with respect to the creation or issuance of series of Preferred Stock shall be subject to any additional conditions with respect thereto which may be contained in any resolutions then in effect which shall have theretofore been adopted in accordance with the foregoing provisions of this paragraph A with respect to any then outstanding series of Preferred Stock.

B. **Voting Rights**.

1. **Common.** Except as may otherwise be required by law, and subject to the provisions of such resolution or resolutions as may be adopted by the Board of Directors pursuant to Paragraph A of this Article IV granting the holders of one or more series of Preferred Stock exclusive voting powers with respect to any matter, each holder of Common Stock shall have one vote in respect of each share of Common Stock held on all matters voted upon by the stockholders.

2. **Preferred.** The Preferred Stock shall have no voting rights and shall have no rights to receive notice of any meetings except as required by law or expressly provided in the resolution establishing any series thereof.

C. **Terms of Common Stock.** The Common Stock shall be subject to the express terms of the Preferred Stock and any series thereof. Each share of Common Stock shall be equal to every other share of Common Stock.

After the provisions with respect to preferential dividends on any series of Preferred Stock (fixed in accordance with the provisions of Paragraph A of this Article IV), if any, shall have been satisfied and after the Corporation shall have complied with all the requirements, if any, with respect to redemption of, or the setting aside of sums as sinking funds or redemption or purchase accounts with respect to, any series of Preferred Stock (fixed in accordance with the provisions of Paragraph A of this Article IV), and subject further to any other conditions that may be fixed in accordance with the provisions of Paragraph A of this Article IV, then, and not otherwise, the holders of Common Stock shall be entitled to receive such dividends as may be declared from time to time by the Board of Directors.

In the event of the voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, after distribution in full of the preferential amounts, if any (fixed in accordance with the provisions of Paragraph A of this Article IV), to be distributed to the holders of Preferred Stock by reason thereof, the holders of Common Stock shall, subject to the additional rights, if any (fixed in accordance with the provisions of Paragraph A of this Article IV), of the holders of any outstanding shares of Preferred Stock, be entitled to receive all of the remaining assets of the Corporation, tangible and intangible, of whatever kind available for distribution to stockholders ratably in proportion to the number of shares of Common Stock held by them respectively.

The authorized amount of shares of Common Stock and of Preferred Stock may, without a class or series vote, be increased or decreased from time to time by the affirmative vote of the holders of a majority of the combined voting power of the then-outstanding shares of capital stock of the Corporation that pursuant to the Certificate of Incorporation are entitled to vote generally in the election of directors of the Corporation, voting together as a single class.

ARTICLE V
Corporate Existence

The Corporation is to have perpetual existence.

ARTICLE VI
Amendment Of The By-Laws

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, alter or repeal the By-Laws of the Corporation.

ARTICLE VII
Director Liability; Indemnification

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law, as the same exists or hereafter may be amended, or (iv) for any transaction from which the director derived an improper personal benefit. If the General Corporation Law hereafter is amended to authorize the further elimination or limitation of the liability of the directors, then the liability of a director shall be eliminated or limited to the fullest extent permitted by the amended General Corporation Law. In addition to the limitation on personal liability of directors provided herein, the Corporation shall, to the fullest extent permitted by the General Corporation Law: (x) indemnify its officers and directors and (y) advance expenses incurred by such officers or directors in relation to any action, suit or proceeding. Any repeal or modification of this paragraph by the stockholders of the Corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability or right to indemnification or advancement of expenses hereunder existing at the time of such repeal or modification.

ARTICLE VIII
Meetings Of Stockholders

A. Meetings of stockholders may be held within or without the State of Delaware, as the By-Laws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the By-Laws of the Corporation. Elections of directors need not be by written ballot unless the By-Laws of the Corporation shall so provide.

B. Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of the General Corporation Law or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provisions of Section 279 of the General Corporation Law order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders of the Corporation, as the case may be, and also on the Corporation.

ARTICLE IX
Further Amendments

Subject to the provisions hereof, the Corporation reserves the right at any time, and from time to time, to amend, alter, repeal, or rescind any provision contained herein, in the manner now or hereafter prescribed by law, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors, or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to this reservation.

ARTICLE X
Board of Directors

A. Except as may otherwise be provided pursuant to Article IV hereof with respect to any rights of holders of Preferred Stock to elect additional directors, the number of directors of the Corporation shall be not less than one (1) nor more than twelve (12), with the then-authorized number of directors being fixed from time to time by or pursuant to a resolution passed by the Board of Directors of the Corporation.

B. Subject to the rights of the holders of Preferred Stock to elect directors:

1. From the effectiveness of this Article X filed with the Secretary of State of the State of Delaware until the election of directors at the 2013 annual meeting of stockholders (each annual meeting of stockholders an "Annual Meeting"), pursuant to Section 141(d) of the General Corporation Law of the State of Delaware, the Board shall be divided into three classes of directors, Class I, Class II and Class III (each class as nearly equal in number as possible), with the directors in Class I having a term expiring at the 2013 Annual Meeting, the directors in Class II having a term expiring at the 2014 Annual Meeting and the directors in Class III having a term expiring at the 2015 Annual Meeting.

2. Commencing with the election of directors at the 2013 Annual Meeting, pursuant to Section 141(d) of the General Corporation Law of the State of Delaware, the Board shall be divided into two classes of directors, Class I and Class II, with the directors in Class I having a term that expires at the 2014 Annual Meeting and the directors in Class II having a term that expires at the 2015 Annual Meeting. The successors of the directors who, immediately prior to the 2013 Annual Meeting, were members of Class I (and whose terms expire at the 2013 Annual Meeting) shall be elected to Class I; the directors who, immediately prior to the 2013 Annual Meeting, were members of Class II and whose terms were scheduled to expire at the 2014 Annual Meeting shall become members of Class I; and the directors who, immediately prior to the 2013 Annual Meeting, were members of Class III and whose terms were scheduled to expire at the 2015 Annual Meeting shall become members of Class II with a term expiring at the 2015 Annual Meeting.

3. Commencing with the election of directors at the 2014 Annual Meeting, pursuant to Section 141(d) of the General Corporation Law of the State of Delaware, there shall be a single class of directors, Class I, with all directors of such class having a term that expires at the 2015 Annual Meeting. The successors of the directors who, immediately prior to the 2014 Annual Meeting, were members of Class I (and whose terms expire at the 2014 Annual Meeting) shall be elected to Class I for a term that expires at the 2015 Annual Meeting, and the directors who, immediately prior to the 2014 Annual Meeting, were members of Class II and whose terms were scheduled to expire at the 2015 Annual Meeting shall become members of Class I with a term expiring at the 2015 Annual Meeting.

4. From and after the election of directors at the 2015 Annual Meeting, the Board shall cease to be classified as provided in Section 141(d) of the General Corporation Law of the State of Delaware, and the directors elected at the 2015 Annual Meeting (and each Annual Meeting thereafter) shall be elected for a term expiring at the next Annual Meeting.

C. In the event of any increase or decrease in the authorized number of directors at any time during which the Board of Directors is divided into a class or classes:

1. Each director then serving shall nevertheless continue as a director of the class of which he is a member until the expiration of his term or his prior death, retirement, resignation or removal; and

2. Except to the extent that an increase or decrease in the authorized number of directors occurs in connection with the rights of holders of Preferred Stock to elect additional directors, the newly created or eliminated directorships resulting from any increase or decrease shall be apportioned by the Board of Directors among the class or classes so as to keep the number of directors in each class as nearly equal as possible.

D. Notwithstanding the provisions of Paragraphs B and C of this Article X, each director shall serve until his successor is elected and qualified or until his death, retirement, resignation or removal. Except as may otherwise be provided pursuant to Article IV hereof with respect to any rights of holders of Preferred Stock, a director may be removed without cause by the affirmative vote of the stockholders holding at least 80% of the capital stock entitled to vote for the election of directors.

E. Except as may otherwise be provided pursuant to Article IV hereof with respect to any rights of holders of Preferred Stock to elect additional directors, should a vacancy in the Board of Directors occur or be created (whether arising through death, retirement, resignation or removal or through an increase in the number of authorized directors), such vacancy shall be filled by the affirmative vote of a majority of the remaining directors, even though less than a quorum of the Board of Directors. At any time during which the Board of Directors is divided into a class or classes, a director so elected to fill a vacancy shall serve for the remainder of the term of the class to which he was elected. From and after the date upon which the Board of Directors shall cease to be classified into a class or classes, a director so elected to fill a vacancy shall serve for the remainder of the term expiring at the next Annual Meeting.

F. During any period when the holders of any series of Preferred Stock have the right to elect additional directors as provided for or fixed pursuant to the provisions of Article IV hereof, then upon commencement and for the duration of the period during which such right continues (i) the then otherwise total and authorized number of directors of the Corporation shall automatically be increased by such specified number of directors, and the holders of such Preferred Stock shall be entitled to elect the additional directors so provided for or fixed pursuant to said provisions, and (ii) each such additional director shall serve until such director's successor shall have been duly elected and qualified, or until such director's right to hold such office terminates pursuant to said provisions, whichever occurs earlier, subject to his earlier death, disqualification, resignation or removal. Except as otherwise provided by the Board of Directors in the resolution or resolutions establishing such series, whenever the holders of any series of Preferred Stock having such right to elect additional directors are divested of such right pursuant to the provisions of such stock, the terms of office of all such additional directors elected by the holders of such stock, or elected to fill any vacancies resulting from the death, resignation, disqualification or removal of such additional directors, shall forthwith terminate and the total and authorized number of directors of the Corporation shall be reduced accordingly.

ARTICLE XI
Certain Limitations On Powers Of Stockholders

A. Action shall be taken by the stockholders only at annual or special meetings of stockholders and stockholders may not act by written consent.

B. Special meetings of the stockholders of the Corporation for any purpose or purposes may be called at any time by the Board of Directors, or by a majority of the members of the Board of Directors, or by a committee of the Board of Directors which has been duly designated by the Board of Directors and whose powers and authority, as provided in a resolution of the Board of Directors or in the By-Laws of the Corporation, include the power to call such meetings. Special meetings of stockholders of the Corporation may not be called by any other person or persons.

ARTICLE XII
Vote Required To Amend Articles

The provisions set forth in this Article XII and in Article X (provisions as to number, classes and removal of directors), and Article XI (provisions regarding certain limitations on powers of stockholders) may not be repealed or amended in any respect, and no provision imposing cumulative voting in the election of directors may be added, unless such action is approved by the affirmative vote of the holders of not less than 80% of all of the outstanding shares of capital stock of the Corporation or another corporation entitled to vote generally in the election of directors.

ARTICLE XIII
Executive Committee

The Board of Directors, pursuant to the By-Laws of the Corporation or by resolution passed by a majority of the then-authorized number of directors, may designate any of their number to constitute an Executive Committee, which Executive Committee, to the fullest extent permitted by law and provided for in said resolution or in the By-Laws of the Corporation, shall have and may exercise all of the powers of the Board of Directors in the management of the business and affairs of the Corporation, and shall have power to authorize the seal of the Corporation to be affixed to all papers that may require it.

IN WITNESS WHEREOF, the Corporation has caused this Amended and Restated Certificate of Incorporation to be duly executed this 26th day of December, 2019.

O-I GLASS, INC.

By: /s/ MaryBeth Wilkinson
Name: MaryBeth Wilkinson
Title: Senior Vice President, General Counsel and Corporate Secretary

Exhibit 3.3

O-I GLASS, INC.
AMENDED AND RESTATED BY-LAWS

O-I Glass, Inc. (the "Corporation"), pursuant to the provisions of Section 109 of the General Corporation Law of the State of Delaware ("Delaware General Corporation Law"), hereby adopts these Amended and Restated By-Laws, which restate, amend and supersede the by-laws of the Corporation, as previously amended, in their entirety as described below:

ARTICLE I
OFFICES

Section 1. The registered office shall be as set forth in the Certificate of Incorporation of the Corporation (as amended and/or restated from time to time, the "Certificate of Incorporation").

Section 2. The Corporation may also have offices at such other places both within and without the State of Delaware as the board of directors may from time to time determine or the business of the Corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. All meetings of the stockholders shall be held at any place within or without the State of Delaware as shall be designated from time to time by the board of directors or by means of remote communications by which stockholders and proxy holders may be deemed to be present in person and vote as such meeting. In the absence of any such designation, stockholders' meetings shall be held at the principal executive office of the Corporation. The Corporation may postpone, reschedule or cancel any annual or special meeting of stockholders previously scheduled.

Section 2. An annual meeting of stockholders shall be held each year on a date and at a time designated by the board of directors. At each annual meeting directors shall be elected and any other proper business may be transacted.

Section 3. A majority in voting power of the stock issued and outstanding and entitled to vote at any meeting of stockholders, the holders of which are present in person or represented by proxy, shall constitute a quorum for the transaction of business except as otherwise provided by law, by the Certificate of Incorporation, or by these By-Laws. A quorum, once established, shall not be broken by the withdrawal of enough votes to leave less than a quorum and the votes present may continue to transact business until adjournment. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the presiding officer at such meeting, or a majority of the voting power of the stock represented in person or by proxy, may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote thereat.

Section 4. When a quorum is present at any meeting, the vote of the holders of a majority in voting power of the stock present in person or represented by proxy and entitled to vote thereon shall decide any question brought before such meeting, unless a different or minimum vote is required by the Certificate of Incorporation, these By-Laws, the rules or regulations of any stock exchange applicable to the Corporation, or any law or regulation applicable to the Corporation or its securities, in which case such different or minimum vote shall be the applicable vote on the matter.

Section 5. At each meeting of the stockholders, each stockholder having the right to vote may vote in person or may authorize another person or persons to act for such stockholder by proxy appointed by an instrument in writing, subscribed (or transmitted by electronic means and authenticated as provided by law) by such stockholder and bearing a date not more than three years prior to said meeting, unless said instrument provides for a longer period. All proxies must be delivered to the secretary of the Corporation at the beginning of each meeting in order to be counted in any vote at the meeting. A proxy may be in the form of an electronic transmission (as defined Section 10 of this Article II) which sets forth or is submitted with information from which it can be determined that the electronic transmission was authorized by the stockholder. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering to the secretary of the Corporation a revocation of the proxy or a new proxy bearing a later date. Voting at meetings of stockholders need not be by written ballot. Except as otherwise provided by the Certificate of Incorporation, each stockholder shall have one vote for each share of stock having voting power, registered in such stockholder's name on the books of the Corporation on the record date set by the board of directors as provided in Article VI, Section 6 hereof. Directors shall be elected as follows:

(a) Each director to be elected by the stockholders of the Corporation shall be elected by the affirmative vote of a majority of the votes cast with respect to such director by the shares represented and entitled to vote therefor at a meeting of the stockholders for the election of directors at which a quorum is present (an "Election Meeting"); provided, however, that if, the board of directors determines that the number of nominees exceeds the number of directors to be elected at such meeting (a "Contested Election"), whether or not the election becomes an uncontested election after such determination, each of the directors to be elected at the Election Meeting shall be elected by the affirmative vote of a plurality of the votes cast by the shares represented and entitled to vote at such meeting with respect to the election of such director.

(b) For purposes of this Section 5, a "majority of the votes cast" means that the number of votes cast "for" a candidate for director exceeds the number of votes cast "against" that director (with "abstentions" and "broker non-votes" not counted as votes cast as either "for" or "against" such director's election). In an election other than a Contested Election, stockholders will be given the choice to cast votes "for" or "against" the election of directors or to "abstain" from such vote and shall not have the ability to cast any other vote with respect to such election of directors. In a Contested Election, stockholders will be given the choice to cast "for" or "withhold" votes for the election of directors and shall not have the ability to cast any other vote with respect to such election of directors. In the event an Election Meeting involves the election of directors by separate votes by class or classes or series, the determination as to whether an election constitutes a Contested Election shall be made on a class by class or series by series basis, as applicable. The board of directors has established procedures under which any director who is not elected shall offer to tender his or her resignation to the board of directors.

Section 6. In advance of sending to the stockholders any notice of a meeting of the holders of any class of shares, the board of directors shall appoint one or more inspectors of election to act at such meeting or any adjournment or postponement thereof and to make a written report thereof. The board of directors may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is so appointed or if no inspector or alternate is able to act, the chairman of the board of directors shall appoint one or more inspectors to act at such meeting. Each inspector, before entering upon the discharge of such inspector's duties, shall take and sign an oath to faithfully execute the duties of inspector with strict impartiality and according to the best of such inspector's ability. The inspector or inspectors so appointed or designated shall (i) ascertain the number of shares of stock of the Corporation outstanding and the voting power of each such share, (ii) determine the shares of stock of the Corporation represented at the meeting and the validity of proxies and ballots, (iii) count all votes and ballots, (iv) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors, and (v) certify their determination of the number of shares of stock of the Corporation represented at the meeting and such inspectors' count of all votes and ballots. Such certification and report shall specify such other information as may be required by law. In determining the validity and counting of proxies and ballots cast at any meeting of stockholders of the Corporation, the inspectors may consider such information as is permitted by applicable law. No inspector shall be a director, officer or employee of the Corporation.

Section 7. Special meetings of the stockholders, for any purpose, or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called at any time by the board of directors, or by a committee of the board of directors which has been duly designated by the board of directors and whose powers and authority, as provided in a resolution of the board of directors or these By-Laws, include the power to call such meetings. Special meetings of stockholders of the Corporation may not be called by another person or persons. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 8. Whenever stockholders are required or permitted to take any action at a meeting, a notice of the meeting shall be given, which notice shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the Certificate of Incorporation or these By-laws, the notice of any meeting shall be given to each stockholder entitled to vote at such meeting not less than ten nor more than sixty days before the date of the meeting.

Section 9. Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the Corporation under any provision of the Delaware General Corporation Law, the Certificate of Incorporation or these By-laws may be given in writing directed to the stockholder's mailing address (or by electronic transmission directed to the stockholder's electronic mail address, as applicable) as it appears on the records of the Corporation. Notice shall be deemed given (i) if mailed, when deposited in the United States mail, postage prepaid, (ii) if delivered by courier service, the earlier of when the notice is received or left at the stockholder's address, or (iii) if given by electronic mail, when directed to such stockholder's electronic mail address (unless the stockholder has notified the Corporation in writing or by electronic transmission of an objection to receiving notice by electronic mail or such notice is prohibited by the Delaware General Corporation Law to be given by electronic transmission). A notice by electronic mail must include a prominent legend that the communication is an important notice regarding the corporation. A notice by electronic mail will include any files attached thereto and any information hyperlinked to a website if such electronic mail includes the contact information of an officer or agent of the Corporation who is available to assist with accessing such files or information. Any notice to stockholders given by the Corporation under any provision of the Delaware General Corporation Law, the Certificate of Incorporation or these By-laws provided by means of electronic transmission (other than any such notice given by electronic mail) may only be given in a form consented to by such stockholder, and any such notice by such means of electronic transmission shall be deemed to be given as provided by the Delaware General Corporation Law. Any notice shall be deemed given (i) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice; (ii) if by a posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of (A) such posting and (B) the giving of such separate notice; and (iii) if by any other form of electronic transmission, when directed to the stockholder.

Section 10. For the purposes of these By-Laws, an "electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process; "electronic mail" means an electronic transmission directed to a unique electronic mail address (which electronic mail shall be deemed to include any files attached thereto and any information hyperlinked to a website if such electronic mail includes the contact information of an officer or agent of the corporation who is available to assist with accessing such files and information); and "electronic mail address" means a destination, commonly expressed as a string of characters, consisting of a unique user name or mailbox (commonly referred to as the "local part" of the address) and a reference to an internet domain (commonly referred to as the "domain part" of the address), whether or not displayed, to which electronic mail can be sent or delivered.

Section 11. An affidavit of the secretary or an assistant secretary of the Corporation or of the transfer agent or other agent of the Corporation that the notice has been given shall, in the absence of fraud, be *prima facie* evidence of the facts stated therein.

Section 12. The Corporation shall prepare, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to the stockholders of the Corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. Except as otherwise provided by law, such list shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by this Article II, Section 13 or to vote in person or by proxy at any meeting of the stockholders. The Corporation shall not be required to include electronic mail addresses or other electronic contact information on such list.

Section 13. Meetings of stockholders shall be presided over by the chairman of the board of directors, if any, or in his or her absence by a chairperson designated by the board of directors, or in the absence of such designation by a chairperson chosen at the meeting. The secretary shall act as secretary of the meeting, but in his or her absence the chairperson of the meeting may appoint any person to act as secretary of the meeting.

Section 14. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the person presiding over the meeting. The board of directors may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the board of directors, the person presiding over any meeting of stockholders shall have the right and authority to convene and (for any or no reason) to recess and/or adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such presiding person, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the board of directors or prescribed by the presiding person of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders entitled to vote at the meeting, their duly authorized and constituted proxies or such other persons as the presiding person of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. The presiding person at any meeting of stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall, if the facts warrant, determine and declare to the meeting that a matter or business was not properly brought before the meeting and if such presiding person should so determine, such presiding person shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the board of directors or the person presiding over the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

ARTICLE III
ADVANCE NOTICE AND DIRECTOR REQUIREMENTS

Section 1. Notice of Business to be Brought Before a Meeting.

(a) At an annual meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, business must be (i) specified in a notice of meeting given by or at the direction of the board of directors, (ii) if not specified in a notice of meeting, otherwise brought before the meeting by the board of directors or the chairman of the board of directors or (iii) otherwise properly brought before the meeting by a stockholder present in person (as defined below) who (A) (1) was a record owner of shares of the Corporation both at the time of giving the notice provided for in this Section 1 and at the time of the meeting, (2) is entitled to vote at the meeting, and (3) has complied with this Section 1 in all applicable respects or (B) properly made such proposal in accordance with Rule 14a-8 under the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (as so amended and inclusive of such rules and regulations, the "Exchange Act"). The foregoing clause (iii) shall be the exclusive means for a stockholder to propose business to be brought before an annual meeting of the stockholders. The only matters that may be brought before a special meeting are the matters specified in the notice of meeting given by or at the direction of the person calling the meeting pursuant to Article II, Section 7, and stockholders shall not be permitted to propose business to be brought before a special meeting of the stockholders. For purposes of this Article III, "present in person" shall mean that the stockholder proposing that the business be brought before the annual meeting of the Corporation, or a qualified representative of such proposing stockholder, appear at such annual meeting. A "qualified representative" of such proposing stockholder shall be, a duly authorized officer, manager or partner of such stockholder or authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to such person to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders. Stockholders seeking to nominate persons for election to the board of directors must comply with Section 2 and Section 3 of this Article III and this Section 1 shall not be applicable to nominations except as expressly provided in Section 2 and Section 3 of this Article III.

(b) Without qualification, for business to be properly brought before an annual meeting by a stockholder, the stockholder must (i) provide Timely Notice (as defined below) thereof in writing and in proper form to the secretary of the Corporation and (ii) provide any updates or supplements to such notice at the times and in the forms required by this Section 1. To be timely, a stockholder's notice must be delivered to, or mailed and received at, the principal executive offices of the Corporation not less than ninety (90) days nor more than one hundred twenty (120) days prior to the one-year anniversary of the preceding year's annual meeting; provided, however, that if the date of the annual meeting is more than thirty (30) days before or more than sixty (60) days after such anniversary date, notice by the stockholder to be timely must be so delivered, or mailed and received, not less than ninety (90) days prior to such annual meeting or, if later, not less than ten (10) days following the day on which public disclosure of the date of such annual meeting was first made by the Corporation (such notice within such time periods, "Timely Notice"). In no event shall any adjournment or postponement of an annual meeting or the announcement thereof commence a new time period for the giving of Timely Notice as described above.

(c) To be in proper form for purposes of this Section 1, a stockholder's notice to the secretary shall set forth:

(i) As to each Proposing Person (as defined below), (A) the name and address of such Proposing Person (including, if applicable, the name and address that appear on the Corporation's books and records); and (B) the class or series and number of shares of the Corporation that are, directly or indirectly, owned of record or beneficially owned (within the meaning of Rule 13d-3 under the Exchange Act) by such Proposing Person, except that such Proposing Person shall in all events be deemed to beneficially own any shares of any class or series of the Corporation as to which such Proposing Person has a right to acquire beneficial ownership at any time in the future (the disclosures to be made pursuant to the foregoing clauses (A) and (B) are referred to as "Stockholder Information");

(ii) As to each Proposing Person, (A) the full notional amount of any securities that, directly or indirectly, underlie any "derivative security" (as such term is defined in Rule 16a-1(c) under the Exchange Act) that constitutes a "call equivalent position" (as such term is defined in Rule 16a-1(b) under the Exchange Act) ("Synthetic Equity Position") and that is, directly or indirectly, held or maintained by such Proposing Person with respect to any shares of any class or series of shares of the Corporation; provided that, for the purposes of the definition of "Synthetic Equity Position," the term "derivative security" shall also include any security or instrument that would not otherwise constitute a "derivative security" as a result of any feature that would make any conversion, exercise or similar right or privilege of such security or instrument becoming determinable only at some future date or upon the happening of a future occurrence, in which case the determination of the amount of securities into which such security or instrument would be convertible or exercisable shall be made assuming that such security or instrument is immediately convertible or exercisable at the time of such determination; and, provided, further, that any Proposing Person satisfying the requirements of Rule 13d-1(b)(1) under the Exchange Act (other than a Proposing Person that so satisfies Rule 13d-1(b)(1) under the Exchange Act solely by reason of Rule 13d-1(b)(1)(ii)(E)) shall not be deemed to hold or maintain the notional amount of any securities that underlie a Synthetic Equity Position held by such Proposing Person as a hedge with respect to a bona fide derivatives trade or position of such Proposing Person arising in the ordinary course of such Proposing Person's business as a derivatives dealer, (B) any rights to dividends on the shares of any class or series of shares of the Corporation owned beneficially by such Proposing Person that are separated or separable from the underlying shares of the Corporation, (C) any material pending or threatened legal proceeding in which such Proposing Person is a party or material participant involving the Corporation or any of its officers or directors, or any affiliate of the Corporation, (D) any other material relationship between such Proposing Person, on the one hand, and the Corporation, any affiliate of the Corporation, on the other hand, (E) any direct or indirect material interest in any material contract or agreement of such Proposing Person with the Corporation or any affiliate of the Corporation (including, in any such case, any employment agreement, collective bargaining agreement or consulting agreement), (F) a representation that such Proposing Person intends or is part of a group which intends to deliver a proxy statement or form of proxy to holders of at least the percentage of the Corporation's outstanding stock required to approve or adopt the proposal or otherwise solicit proxies from stockholders in support of such proposal, and (G) any other information relating to such Proposing Person that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies or consents by such Proposing Person in support of the business proposed to be brought before the meeting pursuant to Section 14(a) of the Exchange Act (the disclosures to be made pursuant to the foregoing clauses (A) through (G) are referred to as "Disclosable Interests"); provided, however, that Disclosable Interests shall not include any such disclosures with respect to the ordinary course business activities of any broker, dealer, commercial bank, trust company or other nominee who is a Proposing Person solely as a result of being the stockholder directed to prepare and submit the notice required by these By-Laws on behalf of a beneficial owner; and

(iii) As to each item of business that the stockholder proposes to bring before the annual meeting, (A) a brief description of the business desired to be brought before the annual meeting, the reasons for conducting such business at the annual meeting and any material interest in such business of each Proposing Person, (B) the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the By-Laws, the language of the proposed amendment), and (C) a reasonably detailed description of all agreements, arrangements and understandings (x) between or among any of the Proposing Persons or (y) between or among any Proposing Person and any other person or entity (including their names) in connection with the proposal of such business by such stockholder; and (D) any other information relating to such item of business that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies in support of the business proposed to be brought before the meeting pursuant to Section 14(a) of the Exchange Act; provided, however, that the disclosures required by this paragraph (iii) shall not include any disclosures with respect to any broker, dealer, commercial bank, trust company or other nominee who is a Proposing Person solely as a result of being the stockholder directed to prepare and submit the notice required by these By-Laws on behalf of a beneficial owner.

For purposes of this Section 1, the term "Proposing Person" shall mean (i) the stockholder providing the notice of business proposed to be brought before an annual meeting, (ii) the beneficial owner or beneficial owners, if different, on whose behalf the notice of the business proposed to be brought before the annual meeting is made, and (iii) any participant (as defined in paragraphs (a)(ii)-(vi) of Instruction 3 to Item 4 of Schedule 14A) with such stockholder in such solicitation.

(d) A Proposing Person shall update and supplement its notice to the Corporation of its intent to propose business at an annual meeting, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 1 shall be true and correct as of the record date for stockholders entitled to vote at the meeting and as of the date that is ten (10) business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the secretary at the principal executive offices of the Corporation not later than five (5) business days after the record date for stockholders entitled to vote at the meeting (in the case of the update and supplement required to be made as of such record date), and not later than eight (8) business days prior to the date for the meeting or, if practicable, any adjournment or postponement thereof (and, if not practicable, on the first practicable date prior to the date to which the meeting has been adjourned or postponed in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any adjournment or postponement thereof). For the avoidance of doubt, the obligation to update and supplement as set forth in this paragraph or any other Section of these By-Laws shall not limit the Corporation's rights with respect to any deficiencies in any notice provided by a stockholder, extend any applicable deadlines hereunder or enable or be deemed to permit a stockholder who has previously submitted notice hereunder to amend or update any proposal or to submit any new proposal, including by changing or adding matters, business or resolutions proposed to be brought before a meeting of the stockholders.

(e) Notwithstanding anything in these By-Laws to the contrary, no business shall be conducted at an annual meeting that is not properly brought before the meeting in accordance with this Section 1. The presiding officer of the meeting shall, if the facts warrant, determine that the business was not properly brought before the meeting in accordance with this Section 1, and if he or she should so determine, he or she shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted.

(f) This Section 1 is expressly intended to apply to any business proposed to be brought before an annual meeting of stockholders other than any proposal made in accordance with Rule 14a-8 under the Exchange Act and included in the Corporation's proxy statement. In addition to the requirements of this Section 1 with respect to any business proposed to be brought before an annual meeting, each Proposing Person shall comply with all applicable requirements of the Exchange Act with respect to any such business. Nothing in this Section 1 shall be deemed to affect the rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act.

(g) For purposes of these By-Laws, "public disclosure" shall mean disclosure in a press release reported by a national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Sections 13, 14 or 15(d) of the Exchange Act.

Section 2. Notice of Nominations for Election to the Board of Directors.

(a) Nominations of any person for election to the board of directors at an annual meeting or at a special meeting (but only if the election of directors is a matter specified in the notice of meeting given by or at the direction of the person calling such special meeting) may be made at such meeting only (i) by or at the direction of the board of directors, including by any committee or persons authorized to do so by the board of directors or these By-Laws, or (ii) by a stockholder present in person (as defined in Section 1 of this Article III) (A) who was a record owner of shares of the Corporation both at the time of giving the notice provided for in this Section 2 and at the time of the meeting, (B) is entitled to vote at the meeting, and (C) has complied with this Section 2 and Section 3 of this Article III as to such notice and nomination. The foregoing clause (ii) shall be the exclusive means for a stockholder to make any nomination of a person or persons for election to the board of directors at an annual meeting or special meeting.

(b)

(i) Without qualification, for a stockholder to make any nomination of a person or persons for election to the board of directors at an annual meeting, the stockholder must (1) provide Timely Notice (as defined in Section 1 of this Article III) thereof in writing and in proper form to the secretary of the Corporation, (2) provide the information, agreements and questionnaires with respect to such stockholder and its candidate for nomination as required to be set forth by this Section 2 and Section 3 of this Article III and (3) provide any updates or supplements to such notice at the times and in the forms required by this Section 2 and Section 3 of this Article III.

(ii) Without qualification, if the election of directors is a matter specified in the notice of meeting given by or at the direction of the person calling a special meeting, then for a stockholder to make any nomination of a person or persons for election to the board of directors at a special meeting, the stockholder must (i) provide timely notice thereof in writing and in proper form to the secretary of the Corporation at the principal executive offices of the Corporation, (ii) provide the information with respect to such stockholder and its candidate for nomination as required by this Section 2 and Section 3 of this Article III and (iii) provide any updates or supplements to such notice at the times and in the forms required by this Section 2. To be timely, a stockholder’s notice for nominations to be made at a special meeting must be delivered to, or mailed and received at, the principal executive offices of the Corporation not less than ninety (90) days nor more than one hundred twenty (120) days prior to such special meeting or, if later, not less than ten (10) days following the day on which public disclosure (as defined in Section 1 of this Article III) of the date of such special meeting was first made.

(iii) In no event shall any adjournment or postponement of an annual meeting or special meeting or the announcement thereof commence a new time period for the giving of a stockholder’s notice as described above.

(iv) If the Corporation shall, subsequent to such notice, increase the number of directors subject to election at the meeting, such notice as to any additional nominees shall be due on the later of (i) the conclusion of the time period for Timely Notice, (ii) the date set forth in Section 2(b)(ii) or (iii) the tenth (10th) day following the date of public disclosure (as defined in Section 1(g)) of such increase.

(c) To be in proper form for purposes of this Section 2, a stockholder's notice to the secretary shall set forth:

(i) As to each Nominating Person (as defined below), the Stockholder Information (as defined in Section 1(c)(i) of this Article III, except that for purposes of this Section 2 the term "Nominating Person" shall be substituted for the term "Proposing Person" in all places it appears in Section 1(c) of this Article III);

(ii) As to each Nominating Person, any Disclosable Interests (as defined in Section 1(c)(ii) of this Article III, except that for purposes of this Section 2 the term "Nominating Person" shall be substituted for the term "Proposing Person" in all places it appears in Section 1(c)(ii) of this Article III and the disclosure with respect to the business to be brought before the meeting in Section 1(c)(ii) of this Article III shall be made with respect to the election of directors at the meeting); and

(iii) As to each candidate whom a Nominating Person proposes to nominate for election as a director, (A) all information with respect to such candidate for nomination that would be required to be set forth in a stockholder's notice pursuant to this Section 2 and Section 3 of this Article III if such candidate for nomination were a Nominating Person, (B) all information relating to such candidate for nomination that is required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to Section 14(a) under the Exchange Act (including such candidate's written consent to being named in the proxy statement as a nominee and to serving as a director if elected), (C) a description of any direct or indirect material interest in any material contract or agreement between or among any Nominating Person, on the one hand, and each candidate for nomination or his or her respective associates or any other participants in such solicitation, on the other hand, including, without limitation, all information that would be required to be disclosed pursuant to Item 404 under Regulation S-K if such Nominating Person were the "registrant" for purposes of such rule and the candidate for nomination were a director or executive officer of such registrant (the disclosures to be made pursuant to the foregoing clauses (A) through (C) are referred to as "Nominee Information"), and (D) a completed and signed questionnaire, representation and agreement as provided in Section 3(a) of this Article III.

For purposes of this Section 2, the term "Nominating Person" shall mean (i) the stockholder providing the notice of the nomination proposed to be made at the meeting, (ii) the beneficial owner or beneficial owners, if different, on whose behalf the notice of the nomination proposed to be made at the meeting is made, and (iii) any participant (as defined in paragraphs (a)(ii)-(vi) of Instruction 3 to Item 4 of Schedule 14A) with such stockholder in such solicitation.

(d) A stockholder providing notice of any nomination proposed to be made at a meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 2 shall be true and correct as of the record date for stockholders entitled to vote at the meeting and as of the date that is ten (10) business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the secretary at the principal executive offices of the Corporation not later than five (5) business days after the record date for stockholders entitled to vote at the meeting (in the case of the update and supplement required to be made as of such record date), and not later than eight (8) business days prior to the date for the meeting or, if practicable, any adjournment or postponement thereof (and, if not practicable, on the first practicable date prior to the date to which the meeting has been adjourned or postponed in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any adjournment or postponement thereof).

(e) In addition to the requirements of this Section 2 with respect to any nomination proposed to be made at a meeting, each Nominating Person shall comply with all applicable requirements of the Exchange Act with respect to any such nominations.

Section 3. Additional Requirements for Valid Nomination of Candidates to Serve as Director and, if Elected, to be Seated as Directors.

(a) To be eligible to be a candidate for election as a director of the Corporation at an annual or special meeting, a candidate must be nominated in the manner prescribed in Section 2 of this Article III and the candidate for nomination, whether nominated by the board of directors or by a stockholder of record, must have previously delivered (in accordance with the time period prescribed for delivery in a notice to such candidate given by or on behalf of the board of directors), to the secretary at the principal executive offices of the Corporation, (i) a completed written questionnaire (in a form provided by the Corporation) with respect to the background, qualifications, stock ownership and independence of such proposed nominee and (ii) a written representation and agreement (in form provided by the Corporation) that such candidate for nomination (A) is not and, if elected as a director during his or her term of office, will not become a party to any agreement, arrangement or understanding with, and has not given and will not give any commitment or assurance to, any person or entity as to how such proposed nominee, if elected as a director of the Corporation, will act or vote on any issue or question (a "Voting Commitment"), including any Voting Commitment that could limit or interfere with such proposed nominee's ability to comply, if elected as a director of the Corporation, with such proposed nominee's fiduciary duties under applicable law, (B) is not, and will not become a party to, any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation or reimbursement for service as a director that has not been disclosed to the Corporation, and (C) if elected as a director of the Corporation, will comply with all applicable corporate governance, conflict of interest, confidentiality, stock ownership and trading and other policies and guidelines of the Corporation applicable to directors and in effect during such person's term in office as a director (and, if requested by any candidate for nomination, the secretary of the Corporation shall provide to such candidate for nomination all such policies and guidelines then in effect).

(b) A candidate for nomination as a director shall further update and supplement the materials delivered pursuant to this Section 3, if necessary, so that the information provided or required to be provided pursuant to this Section 3 shall be true and correct as of the record date for stockholders entitled to vote at the meeting and as of the date that is ten (10) business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the secretary at the principal executive offices of the Corporation not later than five (5) business days after the record date for stockholders entitled to vote at the meeting (in the case of the update and supplement required to be made as of such record date), and not later than eight (8) business days prior to the date for the meeting or, if practicable, any adjournment or postponement thereof (and, if not practicable, on the first practicable date prior to the date to which the meeting has been adjourned or postponed in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any adjournment or postponement thereof).

(c) The board of directors may also require any proposed candidate for nomination as a director to furnish such other information as may reasonably be requested by the board of directors in writing prior to the meeting of stockholders at which such candidate's nomination is to be acted upon in order for the board of directors to determine the eligibility of such candidate for nomination to be an independent director of the Corporation in accordance with the Corporation's Corporate Governance Guidelines.

(d) No candidate shall be eligible for nomination as a director of the Corporation unless such candidate for nomination and the Nominating Person seeking to place such candidate's name in nomination has complied with Section 2 of this Article III and this Section 3, as applicable. The presiding officer at the meeting shall, if the facts warrant, determine that a nomination was not properly made in accordance with Section 2 of this Article III or this Section 3, and if he or she should so determine, he or she shall so declare such determination to the meeting, the defective nomination shall be disregarded and any ballots cast for the candidate in question (but in the case of any form of ballot listing other qualified nominees, only the ballots cast for the nominee in question) shall be void and of no force or effect.

(e) Notwithstanding anything in these By-Laws to the contrary, no candidate for nomination shall be eligible to be seated as a director of the Corporation unless nominated and elected in accordance with this Section 3.

ARTICLE IV
DIRECTORS

Section 1. The board of directors shall consist of a minimum of one (1) and a maximum of twelve (12) directors. The number of directors shall be fixed or changed from time to time, within the minimum and maximum, by the board of directors. The directors need not be stockholders. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 2 of this Article IV, and each director elected shall hold office until such director's successor is elected and qualified or until such director's death, retirement, resignation or removal. Except as may otherwise be provided pursuant to Article IV of the Certificate of Incorporation with respect to any rights of holders of preferred stock, a director may be removed without cause by the affirmative vote of the stockholders holding at least 80% of the stock entitled to vote for the election of directors.

Section 2. Except as may otherwise be provided pursuant to Article IV of the Certificate of Incorporation with respect to any rights of holders of preferred stock to elect additional directors, should a vacancy in the board of directors occur or be created (whether arising through death, retirement, resignation or removal or through an increase in the number of authorized directors), such vacancy shall be filled by the affirmative vote of a majority of the remaining directors, even though less than a quorum of the board of directors. A director so elected to fill a vacancy shall serve for the remainder of the term expiring at the next annual meeting.

Section 3. The property and business of the Corporation shall be managed by or under the direction of its board of directors. In addition to the powers and authorities by these By-Laws expressly conferred upon them, the board of directors may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these By-Laws directed or required to be exercised or done by the stockholders.

MEETINGS OF THE BOARD OF DIRECTORS

Section 4. The directors may hold their meetings and have one or more offices, and keep the books of the Corporation outside of the State of Delaware.

Section 5. Regular meetings of the board of directors may be held without notice at such time and place as shall from time to time be determined by the board.

Section 6. Special meetings of the board of directors may be called by the chairman of the board of directors, chief executive officer or president on twenty-four hours' notice to each director, either personally or by mail, overnight express courier, facsimile, electronic mail or other electronic transmission, telephone or hand delivery in person; special meetings shall be called by the chairman of the board of directors, chief executive officer, president or the secretary in like manner and on like notice on the written request of a majority of the directors then in office. Unless limited by law, the Certificate of Incorporation, these By- Laws or by the terms of the notice thereof, any and all business may be transacted at any meeting without the notice thereof having so specially enumerated the matters to be acted upon. The notice shall be deemed given:

(a) in the case of hand delivery or notice by telephone, when received by the director to whom notice is to be given or by any person accepting such notice on behalf of such director,

(b) in the case of delivery by mail, upon deposit in the United States mail, postage prepaid, directed to the director to whom notice is being given at such director's address as it appears on the records of the Corporation,

(c) in the case of delivery by overnight express courier, the earlier of when notice is received or left at the director's address as it appears on the records of the Corporation,

(d) in the case of delivery via facsimile or electronic mail, when directed to the director's number or electronic mail address, as applicable, as they appear on the records of the Corporation, and

(e) in the case of any other form of electronic transmission, when directed to the director.

Section 7. At all meetings of the board of directors a majority of the authorized number of directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the vote of a majority of the directors present at any meeting at which there is a quorum, shall be the act of the board of directors, except as may be otherwise specifically provided by statute, by the Certificate of Incorporation or by these By-Laws. If a quorum shall not be present at any meeting of the board of directors the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. If only one director is authorized, such sole director shall constitute a quorum.

Section 8. Unless otherwise restricted by the Certificate of Incorporation or these By-Laws, any action required or permitted to be taken at any meeting of the board of directors or of any committee thereof may be taken without a meeting, if all members of the board of directors or committee, as the case may be, consent thereto in writing, or by electronic transmission. After an action is taken, the consent or consents relating thereto shall be filed with the minutes of proceedings of the board or committee in the same paper or electronic form as the minutes are maintained.

Section 9. Unless otherwise restricted by the Certificate of Incorporation or these By-Laws, members of the board of directors, or any committee designated by the board of directors, may participate in a meeting of the board of directors, or any committee, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting.

COMMITTEES OF DIRECTORS

Section 10. The board of directors may, by resolution passed by a majority of the whole board of directors, designate one or more committees, each such committee to consist of one or more of the directors of the Corporation. The board of directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in a resolution of the board of directors, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the Certificate of Incorporation (except that a committee may, to the extent authorized in the resolution or resolutions providing for the issuance of shares of stock adopted by the board of directors, fix the designations and any of the preferences or rights of such shares relating to dividends, redemption, dissolution, any distribution of assets of the Corporation or the conversion into, or the exchange of such shares for, shares of any other class or classes or any other series of the same or any other class or classes of stock of the Corporation or fix the number of shares of any series of stock or authorize the increase or decrease of the shares of any series), adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution, or amending these By-Laws; and, unless the resolution, these By-Laws, or the Certificate of Incorporation expressly so provide, no such committee shall have the power or authority to declare a dividend, to authorize the issuance of stock, or to adopt a Certificate of Ownership and Merger.

Section 11. Meetings of committees of the board of directors may be held at any place, within or without the State of Delaware, as shall be designated by the board or the committee. Regular meetings of any committee shall be held at such times as may be determined by resolution of the board of directors or the committee and no notice shall be required for any regular meeting. A special meeting of any committee shall be called by resolution of the board of directors or by the secretary or an assistant secretary upon the request of any member of the committee. Notices of special meetings may be made in writing, by electronic transmission, by telephone or in person. Any such notice shall be sent or given not later than twenty-four hours before the meeting. Unless limited by law, the Certificate of Incorporation, these By-Laws, or by the terms of the notice thereof, any and all business may be transacted at any special meeting without the notice thereof having so specifically enumerated the matters to be acted upon. Each committee shall keep regular minutes of its meetings and report the same to the board of directors when required.

Section 12. The board of directors shall appoint an audit committee, the size of which shall be set by the board, but will always consist of at least three directors. The members of the audit committee shall be appointed by the board of directors upon the recommendation of the nominating and corporate governance committee in accordance with the independence, experience and other requirements of the New York Stock Exchange and applicable law. The powers, responsibilities and functions of the audit committee shall be as set forth in the audit committee charter, which shall be adopted and approved by the board of directors. The audit committee shall review and reassess the adequacy of its charter on an annual basis and recommend any proposed changes to the board of directors for its adoption and approval.

Section 13. The board of directors shall appoint a compensation committee, the size of which shall be set by the board, but will always consist of at least three directors. The members of the compensation committee shall be appointed by the board of directors upon the recommendation of the nominating and corporate governance committee in accordance with the independence, experience and other requirements of the New York Stock Exchange and applicable law. The powers, responsibilities and functions of the compensation committee shall be as set forth in the compensation committee charter, which shall be adopted and approved by the board of directors.

Section 14. The board of directors shall appoint a nominating and corporate governance committee, the size of which shall be set by the board, but will always consist of at least three directors. The members of the nominating and corporate governance committee shall be appointed by the board of directors upon the recommendation of the nominating and corporate governance committee in accordance with the independence, experience and other requirements of the New York Stock Exchange and applicable law. The powers, responsibilities and functions of the nominating and corporate governance committee shall be as set forth in the nominating and corporate governance committee charter, which shall be adopted and approved by the board of directors.

COMPENSATION OF DIRECTORS

Section 15. Unless otherwise restricted by the Certificate of Incorporation or these By-Laws, the board of directors shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the board of directors and may be paid a fixed sum for attendance at each meeting of the board of directors or a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

INDEMNIFICATION

Section 16. The Corporation shall indemnify every person who was or is a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, agent or trustee of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including counsel fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, to the full extent permitted by applicable law. Notwithstanding the preceding sentence, except as otherwise provided in this Section 16 with respect to the enforcement of rights hereunder, the Corporation shall be required to indemnify any person entitled to indemnification under this Section 16 in connection with a proceeding (or part thereof) commenced by such person only if the commencement of such proceeding (or part thereof) by such person was authorized in the specific case by the Board of Directors. If a claim under this Section 16 is not paid in full by the Corporation within ninety days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be paid also the expense of prosecuting such claim to the fullest extent permitted by law. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the Delaware General Corporation Law or other applicable law for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its board of directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because such person has met the applicable standard of conduct set forth in the Delaware General Corporation Law or other applicable law, nor an actual determination by the Corporation (including its board of directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 17. Expenses incurred in defending a proceeding shall be paid by the Corporation to or on behalf of any person indemnified pursuant to Article IV, Section 16 of these By-Laws in advance of the final disposition of such proceeding if the Corporation shall have received an undertaking by or on behalf of such person to repay such amounts if it shall ultimately be determined that he or she is not entitled to indemnification by the Corporation as authorized by these By-Laws.

ARTICLE V
OFFICERS

Section 1. The officers of the Corporation shall be chosen by the board of directors and shall include a president, a vice president and a secretary. The Corporation may also have at the discretion of the board of directors such other officers as are desired, including a chairman of the board of directors, additional vice presidents, one or more assistant secretaries, a treasurer, one or more assistant treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article V. In the event there are two or more vice presidents, then one or more may be designated as executive vice president, senior vice president, vice president marketing, or other similar or dissimilar title. At the time of the election of officers, the directors may by resolution determine the order of their rank. Any number of offices may be held by the same person, unless the Certificate of Incorporation or these By-Laws otherwise provide.

Section 2. The board of directors, at its first meeting after each annual meeting of stockholders, shall choose the officers of the Corporation.

Section 3. The board of directors may appoint such other officers and agents, as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board of directors.

Section 4. The salaries of all officers and agents of the Corporation shall be fixed by the board of directors, acting directly or through the compensation committee of the board.

Section 5. The officers of the Corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the board of directors may be removed at any time, either with or without cause, by the board of directors. If the office of any officer or officers becomes vacant for any reason, the vacancy may be filled by the board of directors.

CHAIRMAN OF THE BOARD

Section 6. The chairman of the board of directors, if such an officer be elected, shall, if present, preside at all meetings of the board of directors and exercise and perform such other powers and duties as may be from time to time assigned to the chairman by the board of directors or prescribed by these By-Laws. If there is no president, the chairman of the board of directors shall, in addition, be the chief executive officer of the Corporation and shall have the powers and duties prescribed in Section 7 of this Article V.

PRESIDENT

Section 7. Subject to such supervisory powers, if any, as may be given by the board of directors to the chairman of the board of directors, if there be such an officer, the president shall be the chief executive officer of the Corporation and shall, subject to the control of the board of directors, have general supervision, direction and control of the business and officers of the Corporation. The president shall be an ex-officio member of all committees and shall have the general powers and duties of management usually vested in the office of president and chief executive officer of Corporations, and shall have such other powers and duties as may be prescribed by the board of directors or these By-Laws.

VICE PRESIDENTS

Section 8. In the absence or disability of the president, the vice presidents in order of their rank as fixed by the board of directors, or if not ranked, the vice president designated by the board of directors, shall perform all the duties of the president, and when so acting shall have all the powers of and be subject to all the restrictions upon the president. The vice presidents shall have such other duties as from time to time may be prescribed for them, respectively, by the board of directors.

SECRETARY AND ASSISTANT SECRETARIES

Section 9. The secretary shall record the proceedings of the meetings of the stockholders and directors in a book to be kept for that purpose; and shall perform like duties for the standing committees when required by the board of directors. The secretary shall give, or cause to be given, notice of all meetings of the stockholders and of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or these By-Laws. The secretary shall keep in safe custody the seal of the Corporation, and affix the same to any instrument requiring it, and when so affixed it shall be attested by the secretary’s signature or by the signature of an assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by such officer’s signature.

Section 10. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, or if there be no such determination, the assistant secretary designated by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

TREASURER AND ASSISTANT TREASURERS

Section 11. The treasurer, if such an officer is elected, shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys, and other valuable effects in the name and to the credit of the Corporation, in such depositories as may be designated by the board of directors. The treasurer shall disburse the funds of the Corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the board of directors, at its regular meetings, or when the board of directors so requires, an account of all the treasurer's transactions as treasurer and of the financial condition of the Corporation. If required by the board of directors, the treasurer shall give the Corporation a bond, in such sum and with such surety or sureties as shall be satisfactory to the board of directors, for the faithful performance of the duties of office the treasurer and for the restoration to the Corporation, in case of the treasurer's death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in the treasurer's possession or under the treasurer's control belonging to the Corporation.

Section 12. The assistant treasurer, or if there shall be more than one, the assistant treasurers in the order determined by the board of directors, or if there be no such determination, the assistant treasurer designated by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE VI
CERTIFICATES OF STOCK

Section 1. The shares of the Corporation shall be represented by certificates, provided that the board of directors may provide by resolution or resolutions that some or all of any class or series of the Corporation's stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Every holder of stock represented by certificates shall be entitled to have a certificate signed by, or in the name of the Corporation by, any two authorized officers of the Corporation, including, without limitation, the chairman or vice chairman of the board of directors, the president, any vice president, the secretary or an assistant secretary or the treasurer or an assistant treasurer of the Corporation, representing the number of shares registered in certificate form.

Section 2. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent, or registrar at the date of issue.

Section 3. If the Corporation shall be authorized to issue more than one class of stock or more than one series of any class, the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualification, limitations or restrictions of such preferences and/or rights may be set forth in full or summarized on the face or back of the certificate which the Corporation may issue to represent such class or series of stock, provided that, except as otherwise provided in Section 202 of the Delaware General Corporation Law, in lieu of the foregoing, the Corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

LOST, STOLEN OR DESTROYED CERTIFICATES

Section 4. The Corporation may direct a new certificate or certificates or uncertificated shares to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates or uncertificated shares, the Corporation may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or such owner’s legal representative, to advertise the same in such manner as it shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

TRANSFERS OF STOCK

Section 5. Upon surrender to the Corporation, or the transfer agent of the Corporation, of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the Corporation to issue a new certificate or uncertificated shares to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

FIXING RECORD DATE

Section 6. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of the stockholders, or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the board of directors may fix a record date which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. If the board of directors so fixes a record date for any meeting of stockholders, such record date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the board of directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the board of directors (1) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice of such meeting is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held and (2) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting.

REGISTERED STOCKHOLDERS

Section 7. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and accordingly shall not be bound to recognize any equitable or other claim or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, save as expressly provided by the laws of the State of Delaware.

ARTICLE VII
GENERAL PROVISIONS

DIVIDENDS

Section 1. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, if any, may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Certificate of Incorporation.

Section 2. Before payment of any dividend there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the directors shall think conducive to the interests of the Corporation, and the directors may abolish any such reserve.

CHECKS

Section 3. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers as the board of directors may from time to time designate.

FISCAL YEAR

Section 4. The fiscal year of the Corporation shall be fixed by resolution of the board of directors.

CORPORATE SEAL

Section 5. The corporate seal shall have inscribed thereon the name of the Corporation and the words “Corporate Seal, Delaware”. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

NOTICES

Section 6. Whenever any notice is required to be given by law or under the provisions of the Certificate of Incorporation or of these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to said notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any regular or special meeting of the stockholders need be specified in a waiver of notice.

Section 7. Without limiting the manner by which notice otherwise may be given effectively to stockholders, and except as prohibited by applicable law, any notice to stockholders given by the Corporation under any provision of applicable law, the Certificate of Incorporation, or these By-Laws shall be effective if given by a single written notice to stockholders who share an address if consented to by the stockholders at that address to whom such notice is given. Any such consent shall be revocable by the stockholder by written notice to the Corporation. Any stockholder who fails to object in writing to the Corporation, within 60 days of having been given written notice by the Corporation of its intention to send the single notice permitted under this Section, shall be deemed to have consented to receiving such single written notice.

FORUM SELECTION

Section 8. Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery (the "Chancery Court") of the State of Delaware (or, in the event that the Chancery Court does not have jurisdiction, the federal district court for the District of Delaware or other state courts of the State of Delaware) shall, to the fullest extent permitted by law, be the sole and exclusive forum for (a) any derivative action or proceeding brought on behalf of the Corporation, (b) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or to the Corporation's stockholders, (c) any action arising pursuant to any provision of the Delaware General Corporation Law, the Corporation's Certificate of Incorporation or these By-Laws (as either may be amended from time to time), or (d) any action asserting a claim against the Corporation governed by the internal affairs doctrine under the laws of the State of Delaware. If any action the subject matter of which is within the scope of the preceding sentence is filed in a court other than a court located within the State of Delaware (a "Foreign Action") in the name of any stockholder, such stockholder shall be deemed to have consented to (i) the personal jurisdiction of the state and federal courts located within the State of Delaware in connection with any action brought in any such court to enforce the preceding sentence and (ii) having service of process made upon such stockholder in any such action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder.

ARTICLE VIII
AMENDMENTS

Section 1. These By-Laws may be altered, amended or repealed or new By-Laws may be adopted by the stockholders or by the board of directors, when such power is conferred upon the board of directors by the Certificate of Incorporation. If the power to adopt, amend or repeal these By-Laws is conferred upon the board of directors by the Certificate of Incorporation it shall not divest or limit the power of the stockholders to adopt, amend or repeal these By-Laws.

Exhibit 10.1

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is entered into as of December 26, 2019, by and among Paddock Enterprises, LLC, a Delaware limited liability company ("Assignor") and O-I Glass, Inc., a Delaware corporation (the "Assignee"). Assignor and Assignee are each referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, prior to the Assignment Effective Time (as defined below), Assignor, Assignee and Owens-Illinois, Inc., a predecessor to Assignor and formerly a Delaware corporation ("Old O-I"), consummated the transactions contemplated by that certain Agreement and Plan of Merger, dated as of the date hereof, by and among Assignor, Assignee and Old O-I (the "Merger Agreement");

WHEREAS, pursuant to the Merger Agreement, at the Merger Effective Time (as defined below), Old O-I merged with and into Assignor, with Assignor continuing as the surviving entity of the merger, and each share of Old O-I common stock ("Old O-I Common Stock") issued and outstanding as of the Merger Effective Time was converted into the right to receive a share of Assignee common stock ("New PublicCo Common Stock") on a one-for-one basis (the "Merger");

WHEREAS, pursuant to the Merger, at the Merger Effective Time, Assignor succeeded to and assumed all of the assets and liabilities of Old O-I by operation of Delaware law;

WHEREAS, Assignee is the sole direct owner of 100% of Assignor;

WHEREAS, Assignor is an entity disregarded as separate from Assignee for U.S. federal income tax purposes;

WHEREAS, after the Merger Effective Time and at the Assignment Effective Time, Assignor desires to transfer and assign to assignee all of its rights, title and interest in, to and under the Transferred Contracts, the Equity Compensation Plans and Agreements and the Benefit Plans (each as defined below), and Assignee desires to accept such assignment and to assume all obligations and liabilities of Assignor under the Transferred Contracts, the Equity Compensation Plans and Agreements and the Benefit Plans, all on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, the Parties desire that the Assignment, the Equity Compensation Plan Assignment and the Benefit Plan Assignment (each as defined below) occur at the Assignment Effective Time.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth herein, Assignor and Assignee hereby agree as follows:

AGREEMENT

1. Certain Definitions. For purposes of this Agreement:

(a) "Assignment Effective Time" means the time immediately after the Merger Effective Time.

(b) "Benefit Plans" means, collectively, (i) each of the Contracts, plans, programs, policies and arrangements listed on Exhibit A hereto, and (ii) each "employee benefit plan" (within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended) and each other compensation or benefit plan, program, policy, Contract or arrangement (including any trust, escrow, funding, insurance, vendor, administration, services or other Contract related to any of the foregoing), in each case, sponsored, maintained or entered into by Assignor or its predecessors (including Old O-I) for the benefit of any current or former director, officer, employee, consultant or independent contractor of Assignor or any of its subsidiaries or that provides compensation and/or benefits to any current or former director, officer, employee, consultant or independent contractor of Assignor or any of its subsidiaries, in each case of the foregoing clauses (i) and (ii), as amended and/or restated and together with any subplans, appendices, award agreements, participation agreements, exhibits or addendums thereunder or thereto. For clarity, Benefit Plans shall not include the Equity Compensation Plans and Agreements.

(c) "Contract" means any contract, agreement, lease, license, sales order, purchase order, indenture, mortgage, note, bond, guaranty, instrument, deed, indemnity, commitment, promise, undertaking, work order, insurance policy, assurance, assignment, understanding, or other legally binding arrangement, whether written or oral and whether express or implied, including all amendments, supplements, exhibits and schedules thereto.

(d) "Equity Compensation Plans and Agreements" means, collectively, (i) the Amended and Restated 1997 Equity Participation Plan of Owens-Illinois, Inc., the Amended and Restated 2004 Equity Incentive Plan for Directors of Owens-Illinois, Inc., the Second Amended and Restated Owens-Illinois, Inc. 2005 Incentive Award Plan, and the Owens-Illinois, Inc. Amended and Restated 2017 Incentive Award Plan, (ii) each Award Agreement (as defined in the Merger Agreement), and (iii) each other Contract providing for the grant or issuance of Old O-I Common Stock, in each case, together with any subplans, appendices, exhibits, addendums or amendments thereto.

(e) "Merger Effective Time" has the definition given to the term "Effective Time" in the Merger Agreement.

(f) "Transferred Contracts" means all of the Contracts to which Assignor is a party, except (i) those Contracts listed on Exhibit B hereto, (ii) the Equity Compensation Plans and Agreements and (iii) the Benefit Plans.

2. Assignment and Assumption of Transferred Contracts. Contingent upon the consummation of the Merger and effective as of the Assignment Effective Time, Assignor hereby forever grants, sells, assigns, transfers and delivers to Assignee all of Assignor's rights, title and interest in and to the Transferred Contracts, and Assignee hereby accepts such assignment and assumes and agrees to pay, discharge or perform, as appropriate, all obligations and liabilities of Assignor under the Transferred Contracts (the foregoing, the "Assignment"). At the Assignment Effective Time, all references to Assignor or its predecessors (including Old O-I) in the Transferred Contracts are hereby deemed to be automatically amended to be references to Assignee, except where the context clearly dictates otherwise.

3. Assignment and Assumption of Equity Compensation Plans and Agreements and Benefit Plans.

(a) Contingent upon the consummation of the Merger and effective as of the Assignment Effective Time, Assignor hereby forever grants, sells, assigns, transfers and delivers to Assignee all of Assignor's rights, title and interest in and to the Equity Compensation Plans and Agreements, and Assignee hereby accepts such assignment and assumes and agrees to pay, discharge or perform, as appropriate, all obligations and liabilities of Assignor under the Equity Compensation Plans and Agreements (the foregoing, the "Equity Compensation Plan Assignment"). At the Assignment Effective Time, all references to Assignor or its predecessors (including Old O-I) or to Old O-I Common Stock in the Equity Compensation Plans and Agreements are hereby deemed to be automatically amended to be references to Assignee and to New PublicCo Common Stock, respectively, except where the context clearly dictates otherwise.

(b) Contingent upon the consummation of the Merger and effective as of the Assignment Effective Time, Assignor hereby forever grants, sells, assigns, transfers and delivers to Assignee all of Assignor's rights, title and interests in and to the Benefit Plans, and Assignee hereby accepts such assignment and assumes and agrees to pay, discharge or perform, as appropriate, all obligations and liabilities of Assignor under the Benefit Plans (the foregoing, the "Benefit Plan Assignment"). At the Assignment Effective Time, all references to Assignor or its predecessors (including Old O-I) or to Old O-I Common Stock in the Benefit Plans are hereby deemed to be automatically amended to be references to Assignee and to New PublicCo Common Stock, respectively, except where the context clearly dictates otherwise.

(c) Assignee and Assignor agree that neither the transactions contemplated in the Merger Agreement nor the transactions contemplated herein constitute a "Change in Control," a "Change of Control," or term of similar import under the Equity Compensation Plans and Agreements or the Benefit Plans, as such term is defined therein.

4. Further Assurances. Subject to the terms of this Agreement and each of the Transferred Contracts, the Equity Compensation Plans and Agreements and the Benefit Plans, the Parties shall from time to time after the date hereof, without further consideration, execute, acknowledge, deliver and take such further acts, assignments, notices, transfers, conveyances, assumptions and assurances as may be reasonably required to carry out the intent of this Agreement, including, without limitation, preparing and entering into amendments to the Transferred Contracts, the Equity Compensation Plans and Agreements and the Benefit Plans, notifying the other parties thereto of such assignment and assumption (including by delivery of a copy of this Agreement), and preparing and making any required filings with the Securities and Exchange Commission.

5. Governing Law and Venue. This Agreement and any action, dispute, controversy, proceeding or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of the State of Delaware without regard to any conflict of laws principles thereof. Any action, dispute, controversy, proceeding or claim brought in connection with this Agreement shall be brought exclusively in the Delaware Court of Chancery and the courts of the United States located in the State of Delaware, and the Parties hereby irrevocably consent to the jurisdiction of such courts and waive any objections as to venue or inconvenient forum.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which shall constitute one and the same agreement.

7. Entire Agreement. This Agreement together with the Merger Agreement constitute the entire agreement and supersede all other agreements and undertakings, both written and oral, among the Parties, or any of them, with respect to the subject matter hereof. This Agreement may not be amended or supplemented except by a written document executed by the Parties.

8. Severability. The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

9. U.S. Federal Income Tax Treatment. The Parties acknowledge and agree that the Assignment will be a transaction between the sole owner and a disregarded entity of such owner and thus a disregarded transaction for U.S. federal income tax purposes.

[*Remainder of Page Left Intentionally Blank*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their authorized representatives as of the date first above written.

ASSIGNOR:

PADDOCK ENTERPRISES, LLC

By: /s/ John Haudrich
Name: John Haudrich
Title: Treasurer and Chief Financial Officer

[*Signature Page to Assignment and Assumption Agreement*]

ASSIGNEE:

O-I GLASS, INC.

By: /s/ MaryBeth Wilkinson
Name: MaryBeth Wilkinson
Title: Senior Vice Present, General Counsel and Corporate Secretary

O-I: HONEST, PURE, ICONIC GLASS

FOR IMMEDIATE RELEASE

O-I Glass Completes Corporate Modernization, Adopts New Holding Company Structure

PERRYSBURG, Ohio (December 27, 2019) — O-I Glass, Inc. ("O-I Glass" or the "Company"), today announced the completion of its previously announced Corporate Modernization and adoption of a new holding company structure.

Pursuant to the Corporate Modernization, all stockholders of Owens-Illinois, Inc. ("O-I") became stockholders of O-I Glass, as each issued and outstanding share of common stock of O-I converted into an equivalent corresponding share of common stock of O-I Glass. O-I Glass has replaced O-I as the public company trading on the New York Stock Exchange under the ticker symbol, "OI," and has the same directors, officers and business operations as O-I.

The Company believes that the Corporate Modernization will improve the Company's operating efficiency and cost structure, while ensuring the Company remains well-positioned to address its legacy liabilities. The Corporate Modernization is intended to be a tax-free transaction for U.S. federal income tax purposes for the Company and its stockholders.

About O-I

At O-I Glass, Inc. (NYSE: OI), we love glass and we're proud to make more of it than any other glass bottle or jar producer in the world. We love that it's beautiful, pure and completely recyclable. With global headquarters in Perrysburg, Ohio, we are the preferred partner for many of the world's leading food and beverage brands. Working hand and hand with our customers, we give our passion and expertise to make their bottles iconic and help build their brands around the world. With more than 26,500 people at 78 plants in 23 countries, O-I has a global impact, achieving revenues of $6.9 billion in 2018. For more information, visit o-i.com.

Forward-Looking Statements

This press release contains "forward-looking" statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and Section 27A of the Securities Act of 1933. These forward-looking statements relate to a variety of matters, including, without limitation, statements regarding the approval, consummation and potential impact of the Corporate Modernization. Forward-looking statements reflect the Company's current expectations and projections about future events at the time, and thus involve uncertainty and risk. The words "believe," "expect," "anticipate," "will," "could," "would," "should," "may," "plan," "estimate," "intend," "predict," "potential," "continue," and the negatives of these words and other similar expressions generally identify forward-looking statements.

It is possible that the Company's future financial performance may differ from expectations due to a variety of factors including, but not limited to the following: (1) the potential impact of the Corporate Modernization on the Company's branding and business, (2) the potential costs of the Corporate Modernization, (3) the Company's ability to manage its cost structure, including its success in implementing restructuring or other plans aimed at improving the Company's operating efficiency and working capital management, achieving cost savings, and remaining well-positioned to address the Company's legacy liabilities, (4) the Company's ability to acquire or divest businesses, acquire and expand plants, integrate operations of acquired businesses and achieve expected benefits from acquisitions, divestitures or expansions, (5) the Company's ability to achieve its strategic plan, (6) foreign currency fluctuations relative to the U.S. dollar, (7) changes in capital availability or cost, including interest rate fluctuations and the ability of the Company to refinance debt at favorable terms, (8) the general political, economic and competitive conditions in markets and countries where the Company has operations, including uncertainties related to Brexit, economic and social conditions, disruptions in the supply chain, competitive pricing pressures, inflation or deflation, and changes in tax rates and laws, (9) the Company's ability to generate sufficient future cash flows to ensure the Company's goodwill is not impaired, (10) consumer preferences for alternative forms of packaging, (11) cost and availability of raw materials, labor, energy and transportation, (12) consolidation among competitors and customers, (13) unanticipated expenditures with respect to data privacy, environmental, safety and health laws, (14) unanticipated operational disruptions, including higher capital spending, (15) the Company's ability to further develop its sales, marketing and product development capabilities, (16) the failure of the Company's joint venture partners to meet their obligations or commit additional capital to the joint venture, (17) the ability of the Company and the third parties on which it relies for information technology system support to prevent and detect security breaches related to cybersecurity and data privacy, (18) changes in U.S. trade policies, and the other risk factors discussed in the Company's Annual Report on Form 10-K for the year ended December 31, 2018 and any subsequently filed Quarterly Reports on Form 10-Q or the Company's other filings with the Securities and Exchange Commission.

For further information, please contact:

Chris Manuel
Vice President, Investor Relations
567-336-2600
chris.manuel@o-i.com

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