UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

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

February 3, 2016
Date of Report (Date of earliest event reported)

OWENS-ILLINOIS, INC.

(Exact name of registrant as specified in its charter)

Delaware	**1-9576**	**22-2781933**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

One Michael Owens Way **Perrysburg, Ohio**	**43551-2999**
(Address of principal executive offices)	(Zip Code)

(567) 336-5000
(Registrant's telephone number, including area code)

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

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

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

On February 3, 2016, Owens-Illinois Group, Inc. ("OI Group"), a direct, wholly-owned subsidiary of Owens-Illinois, Inc., and certain of OI Group's direct and indirect domestic subsidiaries entered into Amendment No. 4 (the "Amendment") in respect of its Amended and Restated Credit Agreement and Syndicated Facility Agreement, dated April 22, 2015, by and among OI Group and certain of its direct and indirect subsidiaries, Deutsche Bank AG, New York Branch, as Administrative Agent, Owens-Illinois General Inc., as Borrowers' Agent and the other Agents, Arrangers and Lenders named therein (the "Credit Agreement"). The Amendment provides for an increase in the maximum total leverage ratio for purposes of the financial covenant in the Credit Agreement to 5.00:1.00 for the first three fiscal quarters of 2016 and 4.50:1.00 for the fourth fiscal quarter of 2016 and the first three fiscal quarters of 2017, stepping down to 4:00:1.00 for the fourth fiscal quarter of 2017 and for each fiscal quarter thereafter.

The foregoing description of the Amendment is not intended to be complete, and is qualified in its entirety by the complete text of the Amendment, which is filed with this Current Report on Form 8-K as Exhibit 4.1 and is incorporated herein by reference.

ITEM 2.02 RESULTS OF OPERATIONS AND FINANCIAL CONDITION.

On February 8, 2016 Owens-Illinois, Inc. issued a press release announcing its results of operations for the quarter and year ended December 31, 2015. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference. Additional financial information, posted to the Company's web site, is attached hereto as Exhibit 99.2.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits.

Exhibit No.	Description
4.1	Amendment No. 4, dated February 3, 2016, in respect of the Amended and Restated Credit Agreement and Syndicated Facility Agreement, dated April 22, 2015, by and among the Borrowers named therein, Owens-Illinois General Inc., as Borrowers' Agent, Deutsche Bank AG, New York Branch, as Administrative Agent, and the other Agents, Arrangers and Lenders named therein.
99.1	Press Release dated February 8, 2016, announcing results of operations for the quarter and year ended December 31, 2015
99.2	Additional financial information — quarter and year ended December 31, 2015

SIGNATURES

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

OWENS-ILLINOIS, INC.

Date: February 8, 2016

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

EXHIBIT INDEX

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99.1	Press Release dated February 8, 2016, announcing results of operations for the quarter and year ended December 31, 2015
99.2	Additional financial information — quarter and year ended December 31, 2015

AMENDMENT NO. 4 dated as of February 3, 2016 (this "Amendment"), in respect of the Amended and Restated Credit Agreement and Syndicated Facility Agreement dated as of April 22, 2015 (as amended by that certain (i) First Amendment to Amended and Restated Credit Agreement and Syndicated Facility Agreement, dated as of July 24, 2015, (ii) Second Amendment to Amended and Restated Credit Agreement and Syndicated Facility Agreement, dated as of September 1, 2015, (iii) First Incremental Amendment to Amended and Restated Credit Agreement and Syndicated Facility Agreement, dated as of September 1, 2015 and (iv) Third Amendment to Amended and Restated Credit Agreement and Syndicated Facility Agreement, dated as of September 29, 2015, and as it may be further amended, restated, amended and restated, modified or supplemented from time to time, the "Credit Agreement"), among Owens-Illinois Group, Inc. (the "Company"), Owens-Brockway Glass Container Inc. ("Owens-Brockway"), ACI Operations Pty. Ltd. ("ACI"), OI European Group B.V. ("OIEG"), OI Europe Sàrl ("OI Europe"), O-I Canada Corp. ("O-I Canada", and together with Owens-Brockway, ACI, OIEG and OI Europe, the "Borrowers"), Owens-Illinois General Inc. (the "Borrowers' Agent"), each other loan party party thereto from time to time, Deutsche Bank AG New York Branch as administrative agent and collateral agent (the "Administrative Agent") and each lender from time to time party thereto (the "Lenders") (capitalized terms not otherwise defined in this Amendment have the same meanings assigned thereto in the Credit Agreement or, if not defined therein, the Credit Agreement as amended hereby).

The parties hereto desire to amend the Credit Agreement as set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Defined Terms; References. Unless otherwise specifically defined herein, each term used herein which is defined in the Credit Agreement has the meaning assigned to such term in the Credit Agreement. Each reference to "hereof", "hereunder", "herein" and "hereby" and each other similar reference and each reference to "this Agreement" and each other similar reference contained in the Credit Agreement shall, after the Fourth Amendment Effective Date (as defined below), refer to the Credit Agreement as amended hereby. This Amendment is a Loan Document.

Section 2. Amendment to Credit Agreement. On and after the Fourth Amendment Effective Date, the Credit Agreement is hereby amended as follows:

(a) The following additional new definition shall be inserted into Section 1.1 in the appropriate alphabetical order:

"'Financial Covenant Level' means with respect to (i) the Test Periods ending on December 31, 2015, March 31, 2016 and June 30, 2016, a ratio equal to 4.50:1.00, (ii) the Test Periods ending September 30, 2016 through September 30, 2017, a ratio equal to 4.00:1.00 and (iii) the Test Period ending December 31, 2017 and each Test Period thereafter, a ratio equal to 4.00:1.00 as of the last day of such Test Period or 4.50:1.00 as of the last day of a Trigger Quarter and the last day of the next three (3) succeeding Fiscal Quarters. ";

(b) The following additional new definition shall be inserted into Section 1.1 in the appropriate alphabetical order:

"'Fourth Amendment' means the Fourth Amendment to Amended and Restated Credit Agreement and Syndicated Facility Agreement, dated as of February 3, 2016, by and among the Company, Owens-Brockway, the Borrowers' Agent, each Loan Party party thereto, the Administrative Agent and the Lenders party thereto.";

(c) The following additional new definition shall be inserted into Section 1.1 in the appropriate alphabetical order:

"'Fourth Amendment Effective Date' has the meaning assigned to that term in the Fourth Amendment.";

(d) Clause (b) of Section 1.2 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

"(b) For purposes of computing ratios (i) in determining whether the Total Leverage Ratio exceeds the Financial Covenant Level or (ii) in the financial covenants in Article IX, as of the end of any Test Period, in each case, all components of such ratios for the applicable Test Period shall be calculated on a Pro Forma Basis as determined in good faith by Company and certified to by a Responsible Officer of Company to Administrative Agent.";

(e) Section 2.9(a) of the Credit Agreement is hereby amended by deleting the text "evidencing compliance with the covenant set forth in Article IX" appearing therein and inserting the text "evidencing that the Total Leverage Ratio does not exceed the Financial Covenant Level" in lieu thereof in each instance;

(f) Section 8.1 of the Credit Agreement is hereby amended by amending and restating clause (xv) thereof in its entirety to read as follows:

"A Subsidiary may remain liable for Indebtedness deemed incurred by such Subsidiary as a result of a redesignation of such Subsidiary from an Unrestricted Subsidiary to a Restricted Subsidiary pursuant to Section 7.10; provided that after giving effect to the incurrence of the Indebtedness (and any other Indebtedness incurred since the last day of the fiscal quarter for which financial statements were delivered under Section 7.1(a) or (b)) on a Pro Forma Basis the Total Leverage Ratio would not exceed the Financial Covenant Level, and any Permitted Refinancing Indebtedness thereof;";

(g) Section 8.3 of the Credit Agreement is hereby amended by amending and restating subclause (i) of clause (v) thereof in its entirety to read as follows:

"immediately after giving effect to such Acquisition, the Total Leverage Ratio does not exceed the Financial Covenant Level as of the last day of the Fiscal Quarter most recently ended calculated on a Pro Forma Basis after giving effect to such Acquisition, provided, that the determination of compliance for this Section 8.3(v)(i) may be made as of either the signing of the acquisition or purchase agreement or the closing of such Acquisition at the Borrowers' option; and ";

(h) Article IX is hereby deleted in its entirety and replaced with the following:

"ARTICLE IX
FINANCIAL COVENANT

9.1 Total Leverage Ratio. Each Loan Party will not permit the Total Leverage Ratio as of the last day of any Fiscal Quarter (other than a Trigger Quarter and the following three (3) succeeding Fiscal Quarters as provided below) to exceed the ratio set forth below opposite the last day of such Fiscal Quarter:

Fiscal Quarter Ending	Ratio
Prior to and through June 30, 2015	4.00:1.00
September 30, 2015 through December 31, 2015	4.50:1.00
March 31, 2016 through September 30, 2016	5.00:1.00
December 31, 2016 through September 30, 2017	4.50:1.00
December 31, 2017 and thereafter	4.00:1.00

Notwithstanding anything to the contrary contained herein, at the Company's election (which shall be evidenced by delivery of a written notice by Borrowers' Agent to Administrative Agent), if in any Fiscal Quarter ending December 31, 2017 and thereafter an Acquisition permitted by Section 8.3 with total consideration (including any Indebtedness assumed in connection therewith) in excess of $200,000,000 is consummated by Company or any of its Restricted Subsidiaries (such Fiscal Quarter, a "Trigger Quarter"), each Loan Party will not permit the Total Leverage Ratio for any Test Period to exceed 4.50:1.00 for such Fiscal Quarter and for the next three (3) succeeding Fiscal Quarters; provided, further, that (a) following the occurrence of a Trigger Quarter, no subsequent Trigger Quarter shall be deemed to have occurred or to exist for any reason unless the Total Leverage Ratio is less than or equal to 4.00:1.00 as of the end of any Fiscal Quarter following the occurrence of such initial Trigger Quarter, and (b) the Company may not make an election pursuant to this paragraph unless at the time of such election the Total Leverage Ratio is equal to or less than 4.00:1.00."

Section 3. Representations and Warranties. Each Loan Party hereby represents and warrants that, immediately prior to and immediately after giving effect to this Amendment:

(a) the execution, delivery and performance by it of this Amendment does not (i) violate any provision of law applicable to it, the Organic Documents of it, or any order, judgment or decree of any court or other agency of government binding on it, (ii) conflict with, result in a material breach of or constitute (with due notice or lapse of time or both) a material default under any Contractual Obligation of it, (iii) result in or require the creation or imposition of any Lien (other than Liens in favor of the Collateral Agent) upon any of the properties or assets of it or (iv) require any approval of stockholders or any approval or consent of any Person under any material Contractual Obligation of it, other than those approvals and consents which have been obtained;

(b) it has all requisite organizational power and authority to enter into this Amendment and the execution, delivery and performance by it of this Amendment has been duly authorized by all necessary organizational action by it. Each Loan Party has duly executed and delivered this Amendment, and this Amendment, the Credit Agreement as amended hereby and each other Loan Document to which it is a party constitutes the legally valid and binding obligations of it, enforceable

against it in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability;

(c) each of the representations and warranties set forth in the Credit Agreement and in the other Loan Documents is true and correct in all material respects on and as of the Fourth Amendment Effective Date (it being understood and agreed that (x) any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects only as of such specified date and (y) any representation or warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct in all respects on such date); and

(d) no Unmatured Event of Default and no Event of Default shall have occurred and be continuing.

Section 4. Effectiveness. This Amendment shall become effective on the date (the "Fourth Amendment Effective Date") when the following conditions shall have been satisfied:

(a) the Administrative Agent shall have received from each Loan Party party hereto and the Requisite Financial Covenant Lenders either (i) a counterpart of this Amendment signed on behalf of such party or (ii) written evidence satisfactory to the Administrative Agent (which may include telecopy or electronic transmission of a signed signature page of this Amendment) that such party has signed a counterpart of this Amendment;

(b) each of the representations and warranties set forth in the Credit Agreement and in the other Loan Documents shall be true and correct in all material respects on and as of the Fourth Amendment Effective Date (it being understood and agreed that (x) any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects only as of such specified date and (y) any representation or warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct in all respects on such date);

(c) at the time of the Fourth Amendment Effective Date and immediately after giving effect to the Fourth Amendment, no Unmatured Event of Default or Event of Default shall exist;

(d) the Administrative Agent shall have received an Officer's Certificate of the Company, dated as of the Fourth Amendment Effective Date, certifying compliance with the requirements set forth in preceding clauses (b) and (c) of this Section 4;

(e) the Administrative Agent shall have received (i) either (x) a copy of the certificate or articles of incorporation or equivalent organizational document, including all amendments thereto, of each Loan Party party hereto, certified as of a recent date by the Secretary of State of the state of its organization or (y) confirmation from such Loan Party that there has been no change to such organizational documents since last delivered to the Administrative Agent, (ii) a certificate of the Secretary or Assistant Secretary of each Loan Party party hereto dated the Fourth Amendment Effective Date and certifying (A) that (x) attached thereto is a true and complete copy of the by-laws, operating agreement or similar governing document of such Loan Party as in effect on the Fourth Amendment Effective Date and at all times since a date prior to the date of the resolutions described in clause (B) below or (y) there has been no change to such governing documents since last delivered to the Administrative Agent, (B) that attached thereto is a true and complete copy of resolutions duly adopted by the Board of Directors of such Loan Party authorizing the execution, delivery and performance of this Fourth Amendment and that such resolutions have not been modified, rescinded or amended and are in full force and effect, (C) that any attached certificate or articles of incorporation, equivalent organizational document, by-law, operating agreement or similar governing document of such Loan Party have not been amended, and (D) to the extent not previously delivered to the Administrative Agent as to

the incumbency and specimen signature of each officer executing this Fourth Amendment or any other document delivered in connection herewith on behalf of such Loan Party; and (iii) a certificate of another officer as to the incumbency and specimen signature of the Secretary or Assistant Secretary executing the certificate pursuant to clause (iii) above;

(f) the Company shall have paid to the Administrative Agent for the benefit of each Requisite Financial Covenant Lender that delivers an executed counterpart of this Amendment no later than 5:00 pm (NY time) on January 21, 2016, a consent fee in an amount equal to 0.10% of the aggregate principal amount of the sum of (i) the Revolving Commitments, (ii) Term Loans A and (iii) Term Euro Loans, as applicable, of such Requisite Financial Covenant Lender as of the Fourth Amendment Effective Date; and

(g) all reasonably incurred and documented costs, fees, expenses (including, without limitation, legal fees and expenses) and other compensation payable to the Administrative Agent pursuant to Section 12.4 of the Credit Agreement on or before the Fourth Amendment Effective Date, to the extent invoiced at least three business days prior to the Fourth Amendment Effective Date unless otherwise agreed, shall have been paid to the extent earned.

Section 5. Confirmation of Guarantees and Security Interests. By signing this Fourth Amendment, the Loan Parties party hereto hereby confirm that the obligations of the Loan Parties under the Credit Agreement as modified or supplemented hereby and the other Loan Documents to which such Loan Parties are party (i) are entitled to the benefits of the guarantees and the security interests set forth or created in the Guarantee Agreements, the Collateral Documents and the other Loan Documents, as applicable, (ii) constitute "Obligations", "U.S. Obligations", "Foreign Obligations" and "Guaranteed Obligations" or other similar term for purposes of the Credit Agreement, the Guarantee Agreements, the Collateral Documents and all other Loan Documents, as applicable, (iii) notwithstanding the effectiveness of the terms hereof, the Guarantee Agreements, the Collateral Documents and the other Loan Documents, as applicable, are, and shall continue to be, in full force and effect and are hereby ratified and confirmed in all respects. Each Loan Party party hereto ratifies and confirms that all Liens granted, conveyed, or assigned to the Administrative Agent by such Person pursuant to any Loan Document to which it is a party remain in full force and effect, are not released or reduced, and continue to secure full payment and performance of the Obligations.

Section 6. Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 7. Counterparts. This Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Amendment by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Amendment.

[*SIGNATURE PAGES FOLLOW*]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

OWENS-ILLINOIS GROUP, INC.

/s/James W. Baehren
By:
Name: James W. Baehren
Title: Vice President

OWENS-BROCKWAY GLASS CONTAINER INC.

/s/James W. Baehren
By:
Name: James W. Baehren

Title: Senior Vice President

OI AUSTRALIA INC.

/s/James W. Baehren
By:
Name: James W. Baehren
Title: Vice President & Secretary

OI GENERAL FTS INC.

/s/James W. Baehren
By:
Name: James W. Baehren
Title: Vice President

OWENS-BROCKWAY PACKAGING, INC.

/s/James W. Baehren
By:
Name: James W. Baehren
Title: Vice President & Secretary

[*SIGNATURE PAGE TO OWENS-ILLINOIS FOURTH AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT*]

OWENS-ILLINOIS GENERAL INC.

/s/James W. Baehren
By:
Name: James W. Baehren
Title: Vice President & Secretary

O-I PACKAGING SOLUTIONS LLC

By: OWENS-BROCKWAY GLASS CONTAINER INC., its Sole Member

/s/James W. Baehren
By:
Name: James W. Baehren
Title: Senior Vice President

[*SIGNATURE PAGE TO OWENS-ILLINOIS FOURTH AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT*]

The Administrative Agent
DEUTSCHE BANK AG NEW YORK BRANCH

/s/Michael Busam
By:
Name: Michael Busam
Title: Director

/s/Peter Cucchiara
By:
Name: Peter Cucchiara
Title: Vice President

[*SIGNATURE PAGE TO OWENS-ILLINOIS FOURTH AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT*]

[Requisite Financial Covenant Lender Signature Pages]

On file with the Administrative Agent.

[*SIGNATURE PAGE TO OWENS-ILLINOIS FOURTH AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT*]

O-I : HONEST, PURE, ICONIC GLASS

FOR IMMEDIATE RELEASE

O-I REPORTS FULL YEAR AND FOURTH QUARTER 2015 RESULTS

Improving operations on stable volumes plus acquisition benefits drive strong free cash flow generation and earnings in constant currency in 2015; Strategic initiatives expected to improve financial performance in 2016

PERRYSBURG, Ohio (Feb. 8, 2016) — Owens-Illinois, Inc. (NYSE: OI) today reported financial results for the full year and fourth quarter ending December 31, 2015.

- **For full year 2015, the Company recorded a loss** from continuing operations of $0.44 per share (diluted). Excluding certain items management considers not representative of ongoing operations, adjusted earnings(1) were $2.00 per share, in line with management guidance. These results compared with $2.07 per share in 2014 on a constant currency basis. The Company's charge in 2015 for asbestos-related costs(2) covers a four year period of estimated asbestos claims not yet asserted against the Company versus the three year period used in the prior year.

- **Fourth quarter 2015 adjusted earnings** were $0.40 per share, compared with $0.32 per share in the same period of 2014 on a constant currency basis.

- **O-I generated $210 million of free cash flow(3)** for the full year 2015, modestly exceeding management guidance. This is on par with prior year free cash flow in constant currency, which was the Company's second highest year on record.

- **Global volumes for 2015 were up 3 percent compared to the prior year**. Excluding the acquisition of Vitro's food and beverage business (the acquired business) volumes were on par with 2014. On a global basis, volumes of wine, spirits, food and non-alcoholic beverages all grew year-on-year. While global beer volumes fell 1 percent, driven by a decline in mainstream beer, shipments into craft and premium beer continue to expand.

- **The integration of the acquired business** continues to progress well as evidenced by strong business performance to date and its contribution to free cash flow generation in the fourth quarter. The construction of the new furnace in Monterrey was finished by the end of 2015 and the realization of synergies has begun, with early savings in procurement.

- **Segment operating profit declined $168 million for the year, or $27 million on a constant currency basis.** Segment operating profit in constant currency improved over the prior year for all regions except for Europe which faced pricing pressure and lower

(1) Adjusted earnings refers to earnings from continuing operations attributable to the Company, excluding items management does not consider representative of ongoing operations. In constant currency terms, the prior year amount reflects 2015 exchange rates. See the table entitled Reconciliation to Adjusted Earnings and Constant Currency in this release.
(2) The Company's asbestos charge is an item that management considers not representative of ongoing operations. See the table entitled Reconciliation to Adjusted Earnings and Constant Currency in this release.
(3) Free cash flow is calculated as cash provided by continuing operating activities less additions to property, plant and equipment as presented in the appendix of the Company's fourth quarter and full year 2015 earnings presentation.

GLASS IS LIFE

productivity. The acquired business contributed $46 million of segment operating profit since the transaction closed on September 1, 2015.

- **The Company's leverage ratio was 4.0x at year-end 2015**, an improvement from 4.2x at the end of the third quarter of 2015.

- **In 2016, the Company expects to deliver higher earnings and cash flow mainly driven by higher segment operating profit**. Adjusted earnings for full year 2016 are expected to be in the range of $2.10 to $2.25. Free cash flow generation in 2016 is expected to be approximately $280 million, using year-end 2015 foreign exchange rates. The priority for the Company's free cash flow continues to be debt reduction.

CEO Andres Lopez stated, "We are pleased to deliver earnings and cash flow in line with our guidance for the quarter and we continue to execute upon initiatives to improve performance. Our work to date has already begun to deliver tangible benefits as evidenced by more consistent production as the year progressed. North America has recovered exceptionally well through the year and we will leverage our learnings to improve performance in Europe. We continue to successfully integrate the Vitro food and beverage acquisition, which is already positively impacting segment profitability.

"Looking ahead, we expect that trends in the majority of our end markets will remain stable in 2016 and O-I will increasingly benefit from our growing exposure to U.S. beer imports and the Mexican domestic market," Lopez added. "While we recognize continued external uncertainties, such as economic conditions in Brazil and price dynamics in Europe, we are pressing hard on key initiatives that will increase profitability in 2016, including: maximizing the value of the acquired business; improving our end-to-end supply chain performance; and reducing costs through increasing organizational effectiveness and spending discipline. We expect to deliver higher earnings and cash flow in 2016 while continuing to prioritize deleveraging our balance sheet."

	Three months ended December 31		Year ended December 31	
(Dollars in millions, except per share amounts and operating profit margin)	**2015**	**2014**	**2015**	**2014**

Net sales	$	1,626	$	1,603	$	6,156	$	6,784
Segment operating profit		186		180		740		908
Segment operating profit margin		11.5%		11.3%		12.1%		13.5%
Earnings (loss) attributable to the Company from continuing operations		(201)		(199)		(70)		98
Earnings (loss) per share from continuing operations (diluted)	$	(1.25)	$	(1.20)	$	(0.44)	$	0.59
Adjusted earnings (non-GAAP)	$	64	$	75	$	325	$	436
Adjusted earnings per share (non-GAAP)	$	0.40	$	0.46	$	2.00	$	2.63
Adjusted earnings per share on a constant currency basis (non-GAAP)		—	$	0.32		—	$	2.07

Fourth Quarter 2015

Net sales in the fourth quarter of 2015 were $1.6 billion, up $23 million from the prior year fourth quarter. For net sales of reportable segments, the stronger U.S. dollar led to unfavorable currency translation of approximately $200 million in net sales, or about a 13 percent decline. Price was essentially flat on a global basis, with higher prices in Latin America largely offset by lower prices in the other regions. The acquired business contributed $197 million in net sales.

Global sales volume increased by nearly 14 percent compared to prior year fourth quarter. Excluding the acquired business, global shipments were 2 percent higher year over year. Shipments in Asia Pacific increased 7 percent driven by improving wine exports from Australia. Europe sales volume was on par with the prior year quarter as lower beer shipments were offset by higher shipments in all other categories.

North America sales volume, excluding the acquired business, improved more than 2 percent year over year led by stronger wine, spirits and beer shipments. Latin America sales volume, excluding the acquired business, was flat to prior year as strong sales volume in the Andean region offset continued weakness in Brazil. Including the acquired business, fourth quarter sales volumes improved in North America by 11 percent and in Latin America by 55 percent.

Segment operating profit was $186 million in the fourth quarter, $6 million higher than prior year. On a constant currency basis, segment operating profit was up $40 million. The acquired business contributed $32 million of segment operating profit. Excluding the acquired business, improved segment operating profit in North America and Asia Pacific were mostly offset by lower operating profit in Europe and the Latin America legacy business.

Segment operating profit in North America improved $25 million, almost doubling the profit of the prior year fourth quarter. North America benefited from higher production volumes and much more integrated end-to-end supply chain management. In the prior year fourth quarter, profitability suffered from sub-optimal sales planning and supply chain management which caused the region to significantly curtail production. The acquired business boosted North America profits by $3 million in the quarter.

In Asia Pacific, segment operating profit, excluding the impact of foreign currency, increased $7 million, or about 28 percent year over year. This was mainly due to higher sales and production volume, as well as the benefit of insurance proceeds related to storm damage in Australia that occurred in 2014.

Latin America's segment operating profit increased $3 million, or $23 million on a constant currency basis, compared with the prior year fourth quarter. The acquired business provided $29 million of segment operating profit. This is more than the unfavorable currency translation effect, the key headwind impacting Latin America.

Europe reported a $25 million decline in segment operating profit, with more than 35 percent of the decrease caused by devaluation of the Euro. Average selling prices in Europe were approximately 1 percent lower year over year, similar to the trend of the full year. Europe had higher operating costs in the quarter, primarily due to lower productivity. Exiting the year 2015, productivity had begun to improve.

The acquired business' underlying operations continue to perform well in terms of sales, margin and operating profit. The construction of the new furnace in Monterrey — built primarily to supply beer bottles to Constellation Brands, Inc. — was complete by the end of 2015 and is expected to be at full output by the end of the first quarter of 2016. The integration team is on track to deliver on the Company's synergy target; early gains are being realized in raw material cost savings.

The preliminary valuation of tangible and intangible assets related to the acquired business is higher than original estimates, which were based on benchmarks of rigid packaging transactions. The impact of incremental depreciation and amortization to annual earnings is approximately 8 cents per share; as a non-cash charge, it will have no impact on cash flow generation.

In the fourth quarter, the Company conducted its annual comprehensive legal review of asbestos-related liabilities. Based on this review, the Company has determined that it was able to reasonably estimate probable losses for asbestos claims not yet asserted against the Company for a period of four years versus the previous three year estimate. Therefore, the Company's charge for 2015 is for a period one year longer than the accrual period determined as reasonably estimable in the annual comprehensive legal reviews conducted since 2003.

In the fourth quarter, the Company recorded a charge of $225 million to increase its accrued liability for asbestos-related costs. This charge is equivalent to an average annual charge of $112.5 million, which is substantially lower than the $135 million charge recorded in 2014.

Full Year 2015

Global sales volumes increased 3 percent in 2015 due to the acquired business. Excluding the acquired business, volumes were on par with 2014. Shipments in Europe and North America were modestly higher. Asia Pacific volumes declined low single digits as the planned contraction of sales volume in China was partially offset by favorable beer and wine volumes in Australia in the second half of the year. In Latin America, sales were down low single digits, driven entirely by Brazil.

Full year net sales were $6.2 billion, down $628 million from 2014. Adverse currency translation due to the stronger U.S. dollar caused an $881 million decline in net sales of reportable segments, or 13 percent. The acquired business contributed $258 million in sales.

Prices were slightly higher on a global basis. In Latin America, price gains largely reflected cost inflation in the region. Prices were lower in North America due to energy-pass-throughs and modest concessions to secure long-term contracts. In Europe, prices were impacted by competitive pricing dynamics in Southern Europe as well as the impact of modest concessions to secure long-term contracts.

Segment operating profit was $740 million in 2015, compared with $908 million in the prior year. More than 80 percent of the decline was due to unfavorable currency translation. On a constant currency basis, segment operating profit declined $27 million yet improved in all regions except Europe. The acquired business contributed $46 million of segment operating profit.

In North America, segment operating profit increased $25 million, or 10 percent, mainly as a result of improved supply chain management. The region benefited from $4 million of segment operating profit from the acquired business. Excluding the impact of foreign currency, Asia Pacific's segment operating profit increased $12 million, or 17 percent, compared to the prior

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year primarily due to the favorable impact of prior restructuring actions and the aforementioned insurance proceeds.

On a constant currency basis, Latin America's segment operating profit improved $14 million compared to 2014. The acquired business contributed $42 million. Lower sales volumes in Brazil, compared to record sales volumes in 2014, and higher operating costs, primarily due to energy and soda ash inflation in Brazil, contributed to lower segment operating profit. The prior year benefited from approximately $6 million of non-strategic asset sales, which did not repeat in the current year.

Europe's segment operating profit declined $144 million, with $63 million, or nearly 45 percent, of the decrease related to the strengthening U.S. dollar. Average selling prices in Europe fell approximately 1 percent for reasons mentioned above. Lower operational performance in Europe drove higher costs for the year.

Net interest expense(4) in 2015 was $209 million, similar to 2014 net interest expense(5) of $210 million. The positive impacts of debt refinancing and the currency impact on Euro-denominated debt were offset by acquisition-related interest expense.

The effective tax rate on adjusted earnings was 25 percent. The tax rate was higher than 2014, mainly reflecting the geographic mix of earnings and timing associated with the set-up of the legal structure for the acquired business in Mexico, the latter of which was completed by year end 2015.

In 2015, the Company recorded several significant non-cash charges to reported results as presented in the table entitled Reconciliation to Adjusted Earnings and Constant Currency. Management considers these charges not representative of ongoing operations.

The Company generated $210 million of free cash flow in 2015. This is comparable to the very strong free cash flow generated in 2014, excluding the adverse currency translation of the stronger U.S. dollar in 2015. At 2015 exchange rates, the prior year free cash flow of $329 million would have been approximately $212 million.

The acquired business was modestly accretive to free cash flow in 2015, despite planned higher-than-average capital expenditures required to build the new furnace in Monterrey, Mexico.

Company cash flows continue to benefit from positive developments in legacy liabilities. For the eighth consecutive year, cash payments for asbestos continued to decline. In 2015, payments were $138 million, down $10 million from 2014. Pension contributions in 2015 were $17 million, down $11 million from the prior year.

During 2015, the Company repaid all senior notes that were due in 2016. The Company entered into a new senior secured credit facility that matures in April 2020. To finance the acquired business, the facility was then amended to borrow an incremental $1.25 billion. The Company also issued $1 billion of senior notes due 2023 and 2025.

(4) Excluding charges of $42 million during 2015 for note repurchase premiums and the write-off of finance fees related to debt that was repaid prior to its maturity.
(5) Excluding charges of $20 million during 2014 for note repurchase premiums and the write-off of finance fees related to debt that was repaid prior to its maturity.

The Company recognized that volatile exchange rates may put upward pressure on the leverage ratio. As such, on February 3, 2016, the financial covenant in the bank credit agreement was amended to allow a maximum leverage ratio of 5.0 times net debt to EBITDA(6) through September 30, 2016, then 4.5 times through September 30, 2017, then remaining at 4.0 times.

The Company repurchased $100 million of shares of common stock during the first half of 2015. For the next several years, the Company plans to prudently invest in the business and focus on debt repayment to improve the Company's net debt to EBITDA leverage ratio.

Outlook

The Company expects adjusted earnings for full year 2016 to be in the range of $2.10 to $2.25. Anticipated benefits from the acquired business and strategic initiatives to improve operations are expected to more than compensate for the impact of the strong U.S. dollar, particularly in the first half of 2016.

The Company expects free cash flow to be approximately $280 million for the year, based on currency rates at the end of the year 2015. The projected year over year increase is primarily driven by the expected improvement in earnings.

About O-I

Owens-Illinois, Inc. (NYSE: OI) is the world's largest glass container manufacturer and preferred partner for many of the world's leading food and beverage brands. The Company had revenues of $6.2 billion in 2015 and employs 27,000 people at 80 plants in 23 countries. With global headquarters in Perrysburg, Ohio, O-I delivers safe, sustainable, pure, iconic, brand-building glass packaging to a growing global marketplace. For more information, visit o-i.com.

Regulation G

The information presented above regarding adjusted EPS relates to net earnings from continuing operations attributable to the Company (exclusive of items management considers not representative of ongoing operations) divided by weighted average shares outstanding (diluted) and does not conform to U.S. generally accepted accounting principles (GAAP). In addition, the information presented above regarding EBITDA is not a defined term under GAAP. Non-GAAP measures should not be construed as an alternative to the reported results determined in accordance with GAAP. Management has included these non-GAAP measures to assist in understanding the comparability of results of ongoing operations. Further, the information presented above regarding free cash flow does not conform to GAAP. Management defines free cash flow as cash provided by continuing operating activities less capital spending (both as determined in accordance with GAAP) and has included this non-GAAP information to assist in understanding the comparability of cash flows. Management uses non-GAAP information principally for internal reporting, forecasting, budgeting and calculating compensation payments. Management believes that the non-GAAP presentation allows the board of directors, management, investors and analysts to better understand the Company's financial performance in relationship to core operating results and the business outlook. These non-GAAP financial measures are presented on a forward-looking basis and certain factors that could affect GAAP financial measures are not accessible or estimable on a forward-looking

(6) EBITDA as defined in the Company's bank credit agreement.

basis. These factors include items that may be material, such as future asbestos-related charges and restructuring and asset impairment and other related charges.

The Company routinely posts important information on its website — www.o-i.com/investors.

Forward-looking statements

This document contains "forward-looking" statements within the meaning of Section 21E of the Securities Exchange Act of 1934 and Section 27A of the Securities Act of 1933. 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 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 Company's ability to integrate the Vitro Business in a timely and cost effective manner, to maintain on existing terms the permits, licenses and other approvals required for the Vitro Business to operate as currently operated, and to realize the expected synergies from the Vitro Acquisition, (2) risks related to the impact of integration of the Vitro Acquisition on earnings and cash flow, (3) risks associated with the significant transaction costs and additional indebtedness that the Company incurred in financing the Vitro Acquisition, (4) the Company's ability to realize expected growth opportunities and cost savings from the Vitro Acquisition, (5) foreign currency fluctuations relative to the U.S. dollar, specifically the Euro, Brazilian real, Mexican peso, Colombian peso and Australian dollar, (6) changes in capital availability or cost, including interest rate fluctuations and the ability of the Company to refinance debt at favorable terms, (7) the general political, economic and competitive conditions in markets and countries where the Company has operations, including uncertainties related to economic and social conditions, disruptions in capital markets, disruptions in the supply chain, competitive pricing pressures, inflation or deflation, and changes in tax rates and laws, (8) consumer preferences for alternative forms of packaging, (9) cost and availability of raw materials, labor, energy and transportation, (10) the Company's ability to manage its cost structure, including its success in implementing restructuring plans and achieving cost savings, (11) consolidation among competitors and customers, (12) the ability of the Company to acquire businesses and expand plants, integrate operations of acquired businesses and achieve expected synergies, (13) unanticipated expenditures with respect to environmental, safety and health laws, (14) the Company's ability to further develop its sales, marketing and product development capabilities, and (15) the timing and occurrence of events which are beyond the control of the Company, including any expropriation of the Company's operations, floods and other natural disasters, events related to asbestos-related claims, and the other risk factors discussed in the Company's Annual Report on Form 10-K for the year ended December 31, 2014, any subsequently filed Quarterly Report on Form 10-Q and the Company's other filings with the SEC. It is not possible to foresee or identify all such factors. Any forward-looking statements in this document are based on certain assumptions and analyses made by the Company in light of its experience and perception of historical trends, current conditions, expected future developments, and other factors it believes are appropriate in the circumstances. Forward-looking statements are not a guarantee of future performance and actual results or developments may differ materially from expectations. While the Company continually reviews trends and uncertainties affecting the Company's results of operations and financial condition, the Company does not assume any obligation to update or supplement any particular forward-looking statements contained in this document.

Conference call scheduled for February 9, 2016

O-I CEO Andres Lopez and CFO Jan Bertsch will conduct a conference call to discuss the Company's latest results on Tuesday, February 9, 2016, at 8:00 a.m., Eastern Time. A live webcast of the conference call, including presentation materials, will be available on the O-I website, www.o-i.com/investors, in the Presentations & Webcast section.

The conference call also may be accessed by dialing 888-733-1701 (U.S. and Canada) or 706-634-4943 (international) by 7:50 a.m., Eastern Time, on February 9. Ask for the O-I conference call. A replay of the call will be available on the O-I website, www.o-i.com/investors, for a year following the call.

Contact: Sasha Sekpeh, 567-336-5128 — O-I Investor Relations
Kristin Kelley, 567-336-2395 — O-I Corporate Communications

O-I news releases are available on the O-I website at www.o-i.com.

O-I's first quarter 2016 earnings conference call is currently scheduled for Tuesday, May 3, 2016, at 8:00 a.m., Eastern Time.

OWENS-ILLINOIS, INC.
Condensed Consolidated Results of Operations
(Dollars in millions, except per share amounts)

Unaudited	Three months ended December 31 2015	Three months ended December 31 2014	Year ended December 31 2015	Year ended December 31 2014
Net sales	$ 1,626	$ 1,603	$ 6,156	$ 6,784
Cost of goods sold	(1,337)	(1,366)	(5,046)	(5,531)
Gross profit	289	237	1,110	1,253
Selling and administrative expense	(125)	(141)	(476)	(523)
Research, development and engineering expense	(18)	(16)	(64)	(63)
Interest expense, net	(63)	(69)	(251)	(230)
Equity earnings	14	16	60	64
Other expense, net	(258)	(213)	(320)	(283)
Earnings (loss) from continuing operations before income taxes	(161)	(186)	59	218
Provision for income taxes	(33)	(3)	(106)	(92)
Earnings (loss) from continuing operations	(194)	(189)	(47)	126
Loss from discontinued operations	(1)	(1)	(4)	(23)
Net earnings (loss)	(195)	(190)	(51)	103
Net earnings attributable to noncontrolling interests	(7)	(10)	(23)	(28)
Net earnings (loss) attributable to the Company	$ (202)	$ (200)	$ (74)	$ 75
Amounts attributable to the Company:				
Earnings (loss) from continuing operations	$ (201)	$ (199)	$ (70)	$ 98
Loss from discontinued operations	(1)	(1)	(4)	(23)
Net earnings (loss)	$ (202)	$ (200)	$ (74)	$ 75
Basic earnings per share:				
Earnings (loss) from continuing operations	$ (1.25)	$ (1.20)	$ (0.44)	$ 0.60
Loss from discontinued operations	(0.01)	$ (0.01)	(0.03)	(0.14)
Net earnings (loss)	$ (1.26)	$ (1.21)	$ (0.47)	$ 0.46
Weighted average shares outstanding (thousands)	160,827	164,422	161,169	164,720
Diluted earnings per share:				
Earnings (loss) from continuing operations	$ (1.25)	$ (1.20)	$ (0.44)	$ 0.59
Loss from discontinued operations	(0.01)	$ (0.01)	(0.03)	(0.14)
Net earnings (loss)	$ (1.26)	$ (1.21)	$ (0.47)	$ 0.45
Diluted average shares (thousands)	160,827	164,422	161,169	166,047

OWENS-ILLINOIS, INC.
Condensed Consolidated Balance Sheets
(Dollars in millions)

Unaudited	December 31, 2015	December 31, 2014
Assets		
Current assets:		
Cash and cash equivalents	$ 399	$ 512
Trade receivables, net	562	550
Inventories	1,007	1,035
Prepaid expenses and other	366	274
Total current assets	2,334	2,371

Property, plant and equipment, net	2,961	2,445
Goodwill	2,489	1,893
Intangibles	597	
Other assets	1,040	1,134
Total assets	$ 9,421	$ 7,843
Liabilities and Share Owners’ Equity Current liabilities:		
Short-term loans and long-term debt due within one year	$ 228	$ 488
Current portion of asbestos-related liabilities	130	143
Accounts payable	1,212	1,137
Other liabilities	552	560
Total current liabilities	2,122	2,328
Long-term debt	5,345	2,957
Asbestos-related liabilities	392	292
Other long-term liabilities	988	991
Share owners’ equity	574	1,275
Total liabilities and share owners’ equity	$ 9,421	$ 7,843

OWENS-ILLINOIS, INC.
Condensed Consolidated Cash Flows
(Dollars in millions)

Unaudited	Three months ended December 31 2015	2014	Year ended December 31 2015	2014
Cash flows from operating activities:				
Net earnings (loss)	$ (195)	$ (190)	$ (51)	$ 103
Loss from discontinued operations	1	1	4	23
Non-cash charges				
Depreciation and amortization	128	105	424	448
Pension expense	9	5	31	43
Restructuring, asset impairment and related charges	6	(3)	63	76
Future asbestos-related costs	225	135	225	135
Acquisition-related fair value inventory adjustments	12		22	
Acquisition-related fair value intangible adjustments	10		10	
Cash Payments				
Pension contributions	(4)	(3)	(17)	(28)
Asbestos-related payments	(80)	(76)	(138)	(148)
Cash paid for restructuring activities	(18)	(13)	(38)	(58)
Pension settlement charges		65		65
Non-income tax charge		69		69
Change in components of working capital	414	429	88	117
Other, net (a)	(2)	(34)	(11)	(147)
Cash provided by continuing operating activities	506	490	612	698
Cash utilized in discontinued operating activities	(1)	(1)	(4)	(23)
Total cash provided by operating activities	505	489	608	675
Cash flows from investing activities:				
Additions to property, plant and equipment	(103)	(79)	(402)	(369)
Acquisitions, net of cash acquired	(9)	(115)	(2,351)	(114)
Other, net	2	6	5	28
Cash utilized in investing activities	(110)	(188)	(2,748)	(455)
Cash flows from financing activities:				
Changes in borrowings, net	(254)	(11)	2,268	7
Issuance of common stock			1	3
Treasury shares purchased		(20)	(100)	(32)
Distributions to noncontrolling interests	(9)		(22)	(37)
Payment of finance fees	(2)	(11)	(90)	(11)
Cash provided by (utilized in) financing activities	(265)	(42)	2,057	(70)
Effect of exchange rate fluctuations on cash	(1)	(11)	(30)	(21)
Change in cash	129	248	(113)	129
Cash at beginning of period	270	264	512	383
Cash at end of period	$ 399	$ 512	$ 399	$ 512

(a) Other, net includes other non cash charges plus other changes in non-current assets and liabilities.

OWENS-ILLINOIS, INC.
Reportable Segment Information
(Dollars in millions)

Unaudited	Three months ended December 31 2015	Three months ended December 31 2014	Year ended December 31 2015	Year ended December 31 2014
Net sales:				
Europe	$ 515	$ 589	$ 2,324	$ 2,794
North America	519	460	2,039	2,003
Latin America	387	333	1,064	1,159
Asia Pacific	193	209	671	793
Reportable segment totals	1,614	1,591	6,098	6,749
Other	12	12	58	35
Net sales	$ 1,626	$ 1,603	$ 6,156	$ 6,784
Segment operating profit (a):				
Europe	$ 28	$ 53	$ 209	$ 353
North America	51	26	265	240
Latin America	75	72	183	227
Asia Pacific	32	29	83	88
Reportable segment totals	186	180	740	908
Items excluded from segment operating profit:				
Retained corporate costs and other	(21)	(21)	(70)	(100)
Items not considered representative of ongoing operations (b)	(263)	(276)	(360)	(360)
Interest expense, net	(63)	(69)	(251)	(230)
Earnings (loss) from continuing operations before income taxes	$ (161)	$ (186)	$ 59	$ 218
Segment operating profit margin (c):				
Europe	5.4%	9.0%	9.0%	12.6%
North America	9.8%	5.7%	13.0%	12.0%
Latin America	19.4%	21.6%	17.2%	19.6%
Asia Pacific	16.6%	13.9%	12.4%	11.1%
Reportable segment margin totals	11.5%	11.3%	12.1%	13.5%

(a) Segment operating profit consists of consolidated earnings before interest income, interest expense, and provision for income taxes and excludes amounts related to certain items that management considers not representative of ongoing operations as well as certain retained corporate costs.

The Company presents information on segment operating profit because management believes that it provides investors with a measure of operating performance separate from the level of indebtedness or other related costs of capital. The most directly comparable GAAP financial measure to segment operating profit is earnings from continuing operations before income taxes. The Company presents segment operating profit because management uses the measure, in combination with net sales and selected cash flow information, to evaluate performance and to allocate resources.

(b) Reference reconciliation to adjusted earnings and constant currency.

(c) Segment operating profit margin is segment operating profit divided by segment net sales.

In connection with the Vitro food and beverage glass container business acquisition on September 1, 2015, the Company has renamed the former South America segment to the Latin America segment. This change in segment name was made to reflect the addition of the Vitro operations in Mexico and Bolivia into the former South America segment. The acquired Vitro food and beverage glass container distribution business located in the United States is included in the North American operating segment.

OWENS-ILLINOIS, INC.
Reconciliation to Adjusted Earnings and Constant Currency
(Dollars in millions, except per share amounts)

The reconciliation below describes the items that management considers not representative of ongoing operations.

Unaudited	Three months ended December 31 2015	Three months ended December 31 2014	Year ended December 31 2015	Year ended December 31 2014

Earnings(loss) from continuing operations attributable to the Company	$ (201)	$ (199)	$ (70)	$ 98
Items impacting cost of goods sold:				
Acquisition-related fair value inventory adjustments	12		22	
Pension settlement charges		50		50
Restructuring, asset impairment and related charges				8
Items impacting selling administrative expense				
Pension settlement charges		15		15
Items impacting equity earnings			5	5
Items impacting other expense, net:				
Charges for asbestos related costs	225	135	225	135
Restructuring, asset impairment and related charges	11	7	75	78
Acquisition-related fair value intangible adjustments	10		10	
Strategic transaction costs	4		23	
Non-income tax charge		69		69
Items impacting interest expense:				
Charges for note repurchase premiums and write-off of finance fees		20	42	20
Items impacting income tax:				
Net benefit for income tax on items above	(5)	(14)	(15)	(34)
Net expense (benefit) for certain tax adjustments	8	(8)	8	(8)
Total adjusting items	$ 265	$ 274	$ 395	$ 338
Adjusted earnings	$ 64	$ 75	$ 325	$ 436
Currency effect on earnings (2014 only)(1)		$ (22)		$ (92)
Earnings on a constant currency basis (2014 only)		$ 53		$ 344
Diluted average shares (thousands)	160,827	164,422	161,169	166,047
Earnings (loss) per share from continuing operations (diluted)	$ (1.25)	$ (1.20)	$ (0.44)	$ 0.59
Adjusted earnings per share(2)	$ 0.40	$ 0.46	$ 2.00	$ 2.63
Adjusted earnings per share on a constant currency basis		$ 0.32		$ 2.07

(1) Currency effect on earnings determined by using month-end foreign currency exchange rates in 2015 to translate 2014 local currency results.

(2) For adjusted earnings per share, the diluted average shares (in thousands) are 161,733 and 162,135 for the three months and year ended December 31, 2015, respectively.

O-I Fourth Quarter and Full Year 2015 Earnings Presentation

February 9, 2016

O-I

GLASS IS LIFE

Safe harbor comments

Regulation G

The information presented here regarding adjusted EPS relates to net earnings from continuing operations attributable to the Company (exclusive of items management considers not representative of ongoing operations) divided by weighted average shares outstanding (diluted) and does not conform to U.S. generally accepted accounting principles (GAAP). In addition, the information presented here regarding EBITDA is not a defined term under GAAP. Non-GAAP measures should not be construed as an alternative to the reported results determined in accordance with GAAP. Management has included these non-GAAP measures to assist in understanding the comparability of results of ongoing operations. Further, the information presented here regarding free cash flow does not conform to GAAP. Management defines free cash flow as cash provided by continuing operating activities less capital spending (both as determined in accordance with GAAP) and has included this non-GAAP information to assist in understanding the comparability of cash flows. Management uses non-GAAP information principally for internal reporting, forecasting, budgeting and calculating compensation payments. Management believes that the non-GAAP presentation allows the board of directors, management, investors and analysts to better understand the Company's financial performance in relationship to core operating results and the business outlook. These non-GAAP financial measures are presented on a forward-looking basis and certain factors that could affect GAAP financial measures are not accessible or estimable on a forward-looking basis. These factors include items that may be material, such as future asbestos-related charges and restructuring and asset impairment and other related charges.

Forward Looking Statements

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Presentation Note

Unless otherwise noted, the information presented in this presentation reflects continuing operations only.

Headlines

2015

- Adjusted EPS of $2.00, in line with guidance
- Free cash flow of $210 million
  - Comparable to 2014 in constant currency
- Launching strategic initiatives; impacting now
- Successfully integrating acquired business
  - Strong 4Q operations drive robust EBITDA margin
  - Accretive to free cash flow in 4Q15
- New global leadership team in place – the right capabilities to drive significant change, right now

2016

- Deliver higher earnings and free cash flow
  - Global focus on operational efficiencies and supply chain
  - Achieve planned synergies from acquired business
  - Invest selectively in organizational capabilities
- Use strong free cash flow to delever

[1] Prior year translated at 2015 exchange rates. See appendix for a reconciliation to adjusted earnings and constant currency for EPS and a reconciliation to free cash flow.

Market trends unchanged

Mature markets: Stable demand trends, with pockets of growth

- Consumer tastes drive increased demand for craft and premium products
    - Imports, particularly from Mexico, are the fastest growing segment of U.S. beer

Emerging geographies: Modest growth expected, with some uncertainty

- Latin America still favorable
    - Brazil macros limit growth prospects in near term
    - Mexico and Andean region markets still growing
- Asia Pacific growth driven by China and Southeast Asia

Impact on O-I

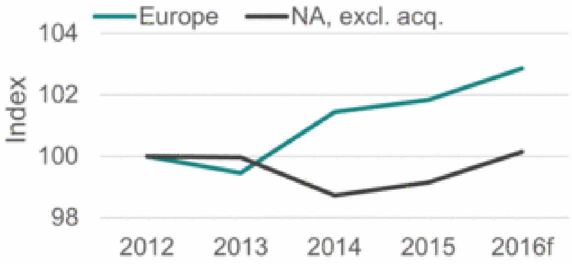
- Most O-I markets are solid, with no fundamental change in dynamics
    - O-I investing in serving leading brands of U.S. beer imports
- Taking balanced approach to price-volume dynamics in Europe
- Uncertain demand in Brazil
    - Continued growth in one-way premium glass for beer and non-beer categories

Progress on key initiatives

Stabilize, then selectively grow volumes

- Long-term contracts
  - Europe
  - North America
- Integrate sales and operations decision-making and execution

Improving sales volumes



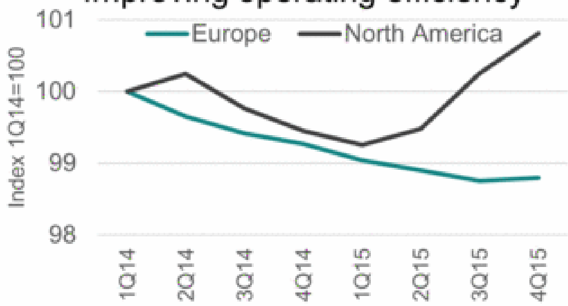
Elevate plant performance

- Concrete targets <u>at all plants</u>
  - Plant Improvement Teams
  - Focused engineering initiatives

Improve global supply chain

- Procurement
- Planning and logistics

Improving operating efficiency[1]



[1] Based on internal measurement of operating efficiency

More details coming at investor day on March 1, 2016

INVESTOR DAY 2016

4Q15 segment sales and operating profit

Segment Sales ($ Millions)	
4Q14 as reported	$1,591
Currency	(200)
4Q14 at constant currency[1]	1,391
Price	5
Sales volume	21
Acquired business	197
4Q15	$1,614

- Price on par with prior year 4Q
- Shipments up 14%; up 2% excluding acquisition
- Strengthening USD decreased sales by ~13%

Segment Operating Profit ($ Millions)	
4Q14 as reported	$180
Currency	(34)
4Q14 at constant currency[1]	146
Price	5
Sales volume	8
Operating costs	(5)
Acquired business	32
4Q15	$186

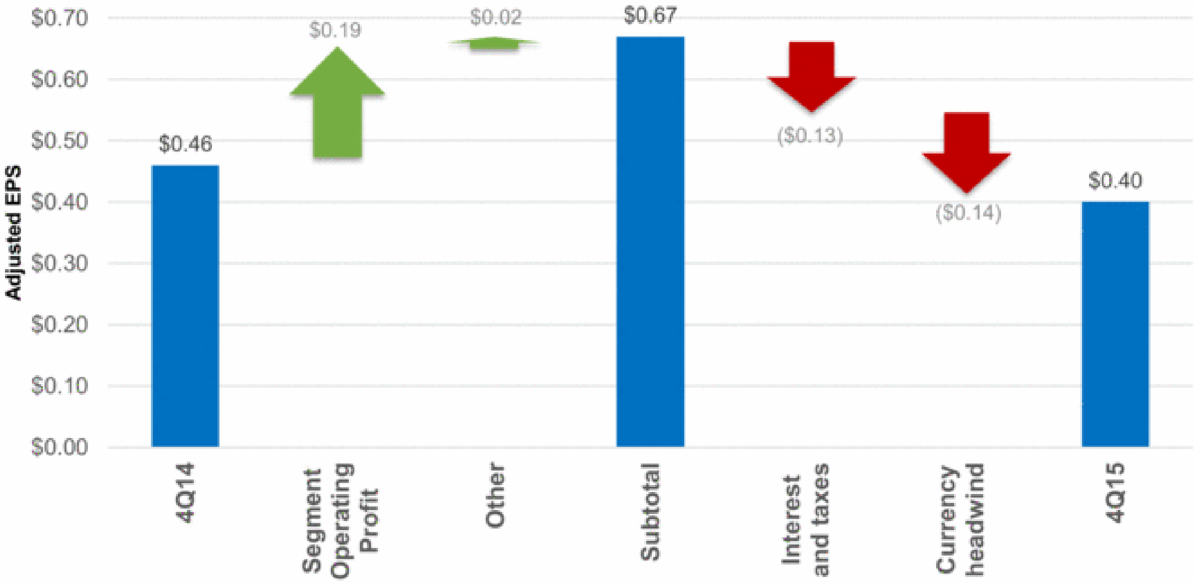
- Strong contribution from acquisition
- Currency headwinds
- Operating costs: Higher production volume mostly compensated for FX-induced inflation in LA and AP

[1] Prior year translated at 4Q15 exchange rates

Note: Reportable segment data excludes the Company's global equipment business

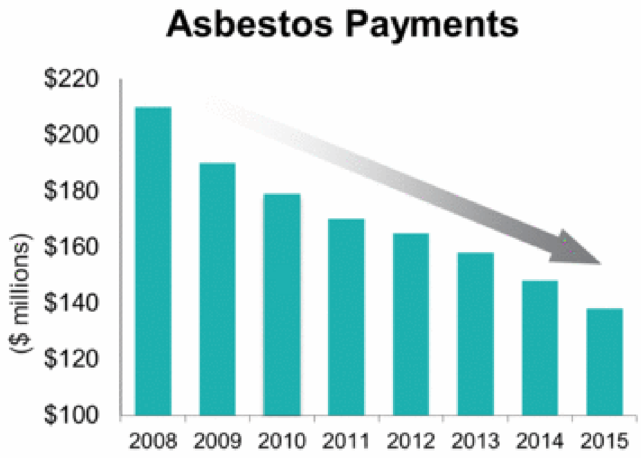
4Q15 adjusted EPS bridge

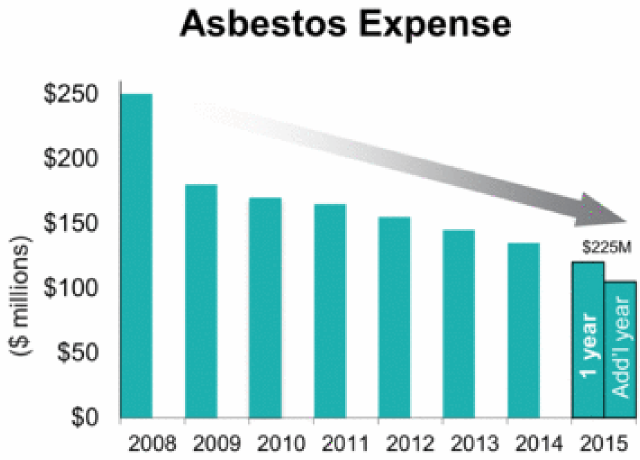
- Improved segment operating profit more than offsets higher interest expense and taxes
- 4Q15 is a record 4th quarter adjusted EPS in recent history on a constant currency basis



Currency headwind assumes 4Q15 exchange rates. See appendix for a reconciliation to adjusted earnings and constant currency for EPS.

Continued favorable trends in asbestos





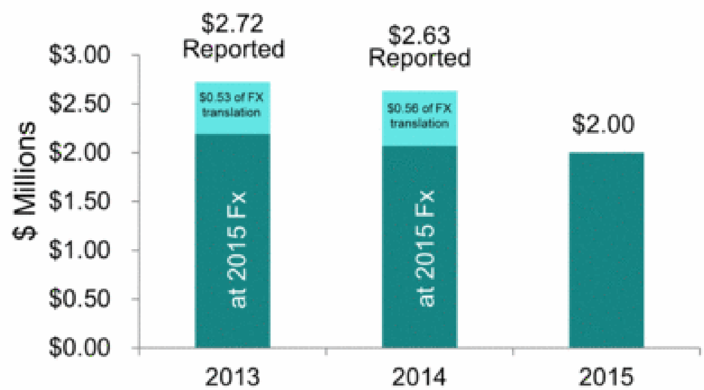
- 2008 – 2014 annual charge represent 1 year of expense
- 2015 charge reflects 2 years of expense

- Payments in 2015 were one-third lower than 2008
- Average age of claimant is >80 years old
- Asbestos liability on balance sheet now represents a 4 year view[1]
  - In past years, balance sheet liability reflected a 3 year view[1]
  - 4Q15 charge of $225 million is effectively for two years
  - Average annual charge of $112.5 million for 2015 continues downward trend of annual charges

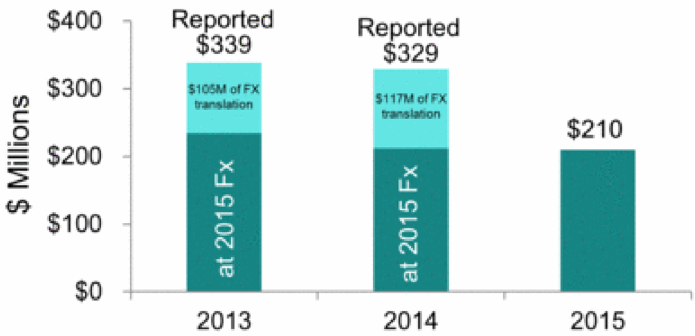
[1] Based on the Company's ability to reasonably estimate probable losses for asbestos claims not yet asserted against the Company.

2015 financial summary

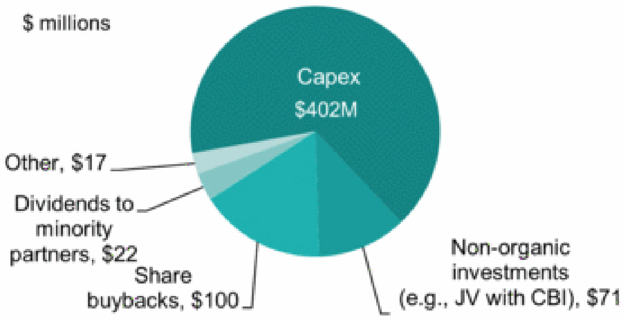
Adjusted EPS[1]



Free Cash Flow[2]



Allocation of Cash from Continuing Operations



Capital Allocation Priorities

- Prudent investment in business
- Focus on deleveraging the balance sheet
- Target ~3 times net debt to EBITDA[3] by 2018

[1] See appendix for a reconciliation to adjusted earnings and constant currency for EPS.
[2] Free cash flow is defined as cash provided by continuing operating activities less additions to property, plant and equipment. See appendix for free cash flow reconciliations.
[3] As defined in the Company's bank credit agreement.

2016 business outlook

Acquisition accretive and operations improve in largely stable macro environment

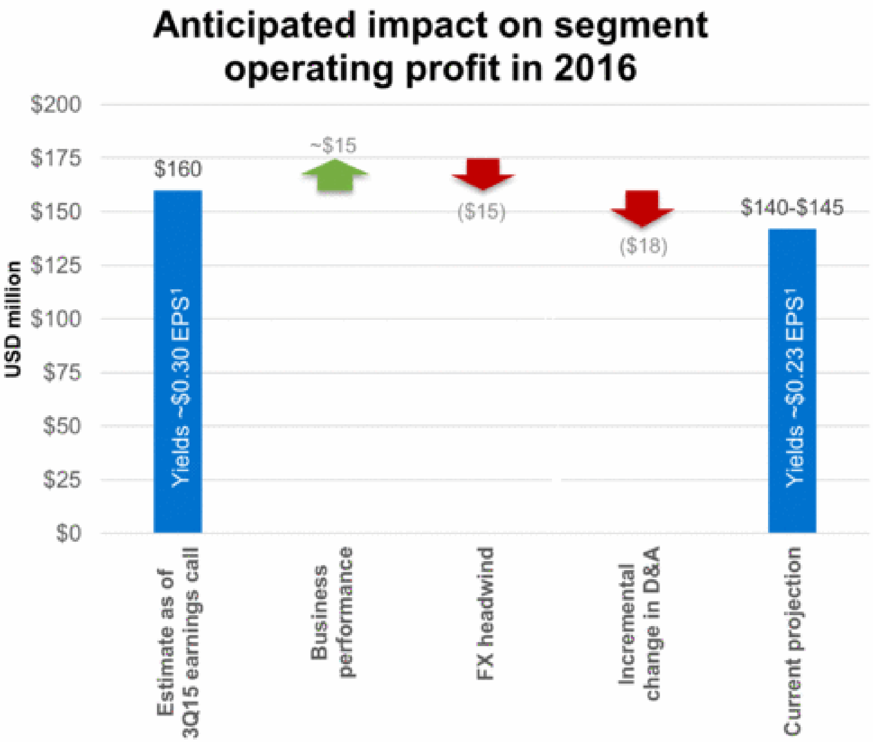
2016 YoY change in segment operating profit on a constant currency basis*

Europe	▲	▪ Improving operational performance on largely stable sales volumes ▪ Price likely to cover cost inflation, after carryover headwind in 1Q16
North America	▲	▪ Legacy: higher volume driven by long-term beer contract with CBI; improving operational performance ▪ Acquisition: full year (additional 8 months) of distribution business
Latin America	▲	▪ FX headwinds on translation and USD-priced raw materials ▪ Legacy: modestly lower volume mostly offset by cost containment ▪ Acquisition: full year results, plus uptick from new furnace in Mexico
Asia Pacific	▲	▪ Volume uptick from beer contract and Australian wine exports ▪ Headwinds from inflation and non-repeat of insurance benefit

Segment Operating Profit	▲	▪ Projecting 100+ bps margin expansion

* 2015 translated at Dec. 31, 2015 exchange rates

Acquisition update: Strong underlying operations



- Strong business performance
- New Monterrey furnace to supply the fastest growing beer segment in the US
- Mexican peso devaluation
  - Impacts translation
  - Impacts USD-based costs
- D&A higher than initially expected
  - Valuation studies yield high value to strong and long customer relationships
- ~$0.23 EPS accretion in 2016

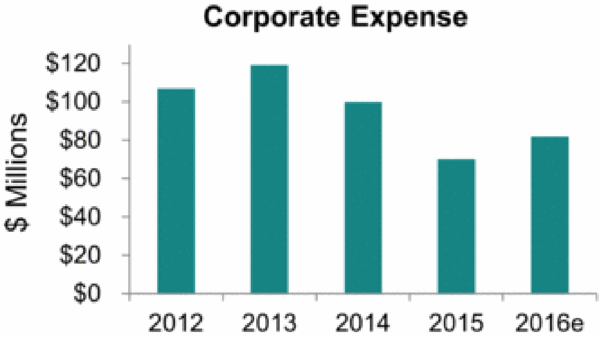
[1] Assumes 4.2% interest rate on purchase price and 30% tax rate.

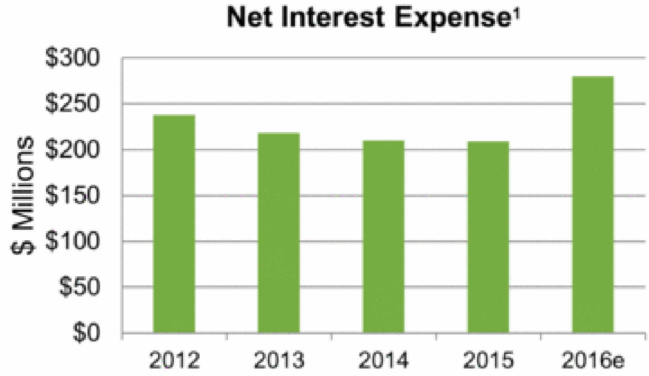
Acquisition expected to generate strong cash flow

- Acquisition contributed positive free cash flow generation in 4Q15
- Expected cash flow[1] generation of ~$85M in 2016, in line with expectations
- Capex reverts to a more normalized level of ~$65M
  - Capex in 2015 was unusually high, driven by the construction of a new furnace in Monterrey
- Potential synergy opportunities in management of accounts receivable and accounts payable
- On track to deliver cash flow of $100M in 2018

Note: assumes 4.2% interest rate on purchase price, a 30% tax rate and an MXN rate of 17.25.
[1] Cash flow excludes VAT refund expected during 2016.

2016 non-operational outlook

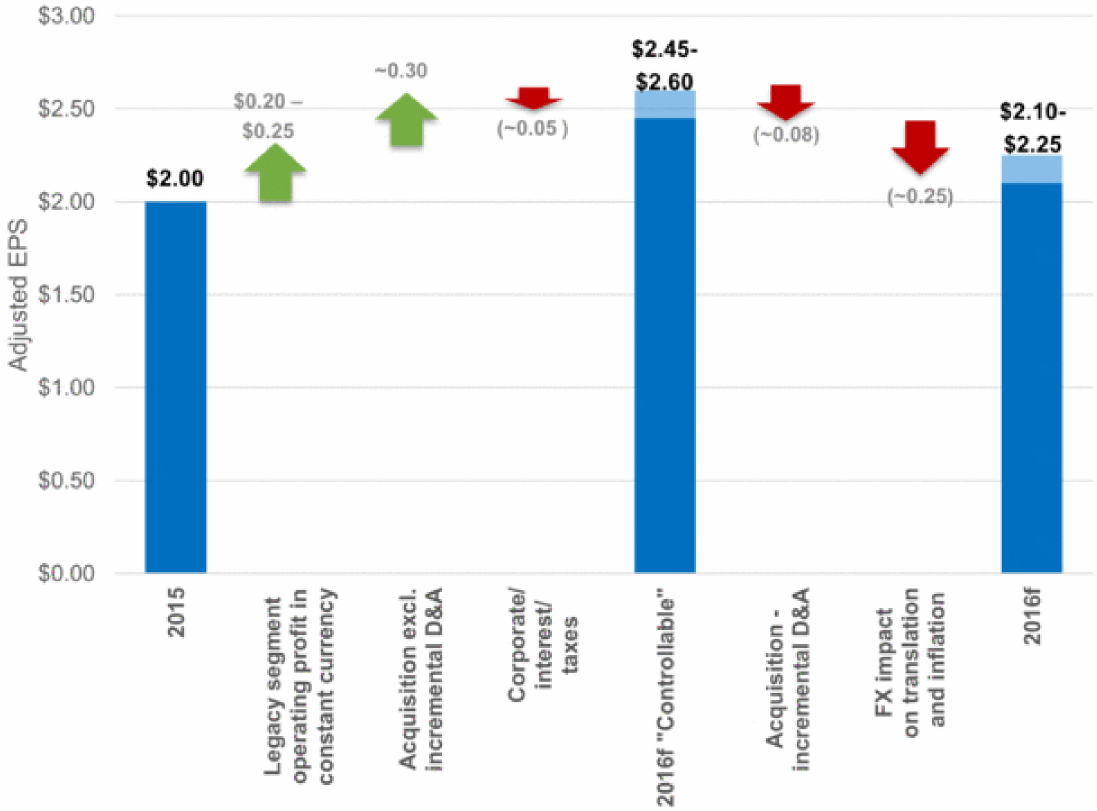




- Corporate expense expected to be substantially lower than average of prior years
  - However, 2015 benefited from currency hedges, sales of machine parts and reduced management incentive compensation
- Higher expected interest expense driven by acquisition debt
- Tax rate[1] expected to be in the range of 26-28%
  - Mexican statutory tax rate 30%
  - Geographic mix of earnings

[1] Exclusive of items management considers not representative of ongoing operations

Higher adjusted EPS expected in 2016



1Q16 adjusted EPS guidance

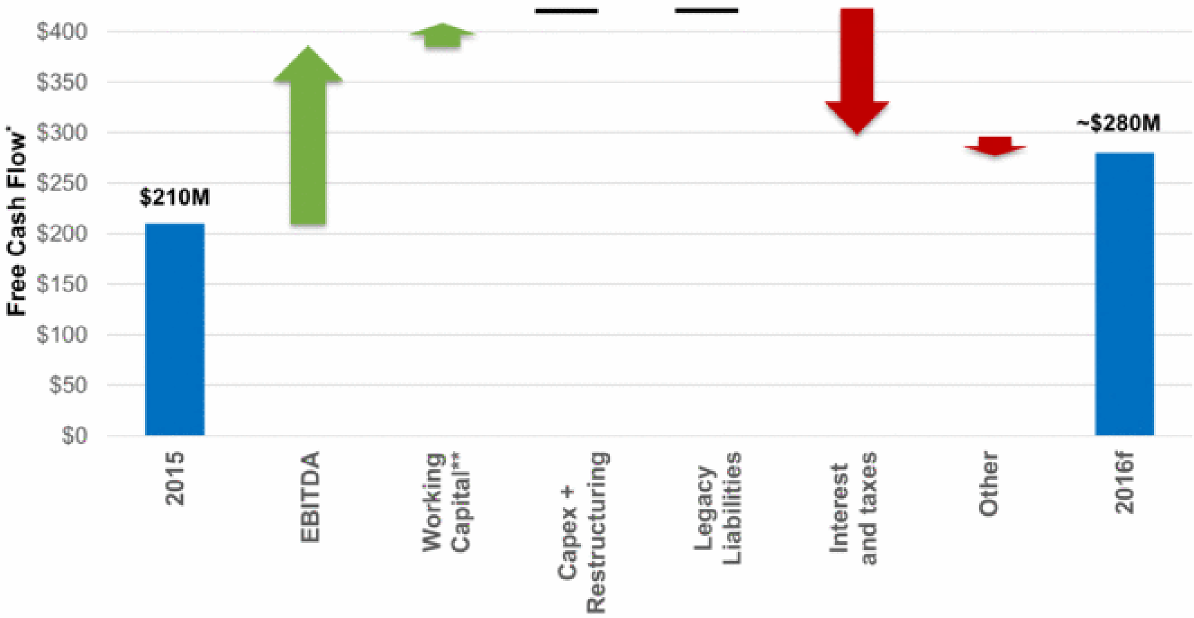
Guidance modestly up since December

On a constant currency basis[1] (applies to rows Europe through Corporate and Other Costs)

1Q15 Adjusted EPS	**$0.44**	
Currency Impact	($0.08)	Assumptions:[1] EUR = 1.10; BRL = 4.00; COP = 3,200; AUD= 0.73; MXN = 17.25
1Q15 Adjusted EPS – Constant Currency	**$0.36**	
Europe	▼	▪ Carryover pricing pressure; improving operations
North America	▲	▪ Legacy: positive momentum in operations ▪ Acquisition: uptick from distribution business
Latin America	▲	▪ Legacy: low single-digit decline in demand, plus FX inflation ▪ Acquisition: continued strong financial contribution
Asia Pacific	↔	▪ Higher sales volume offset by FX cost inflation and temporary production downtime
Segment Operating Profit	▲	
Corporate and Other Costs	▼	▪ Corporate of ~$24M ▪ Acquisition increases interest expense and tax rate
1Q16 Adjusted EPS	**$0.37-$0.42**	▪ Higher adjusted EPS on a constant currency basis

[1] Prior year translated at 2016 budget exchange rates, which approximate year-end 2015 exchange rates.

2016 free cash flow expected to be ~$280M



* Free cash flow is defined as cash provided by continuing operating activities less additions to property, plant and equipment. See appendix for free cash flow reconciliations.

** Working capital includes an approximate $135M expected VAT refund from the acquired business

Note: Based on year-end 2015 exchange rates.

Capital structure review

Deleveraging remains the key priority for use of FCF

- Total debt $5.6B at year-end 2015
  - Acquisition funding of $2.25B at ~4.2% blended interest rate
  - Repaid remaining 7.375% senior notes due in 2016
  - Leverage ratio of 4.0 times at 12/31/15
- Negotiated more flexible leverage ratio covenant in light of volatile FX environment
  - 5 times net debt to EBITDA through 3Q16
  - Then 4.5 times through 3Q17
- Clear capital allocation priorities
  - Focus on deleveraging
  - Target ~3 times leverage ratio by 2018

Expected allocation of cash flow in 2016	
Cash flow from Operations	**~$730M**
Capex	~($450M)
Free Cash Flow	**~$280M**
Investment in JV with CBI	~($80M)
Non-controlling interests	~($20M)
Net debt reduction	**~$180M**

Q&A

Appendix

Full year Adjusted EPS bridge

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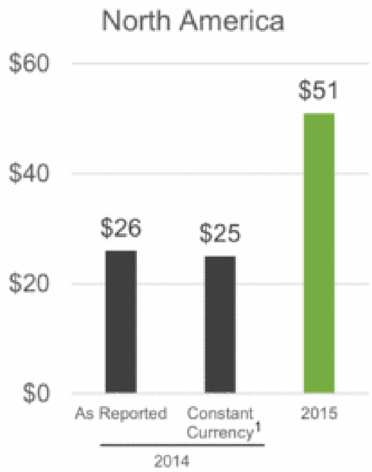
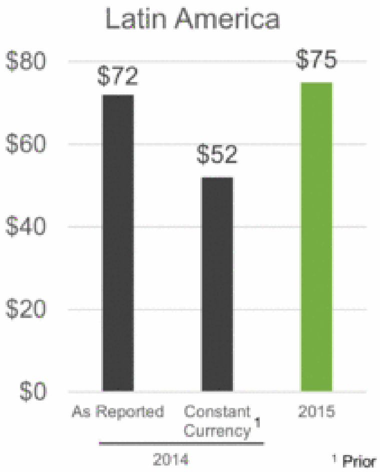
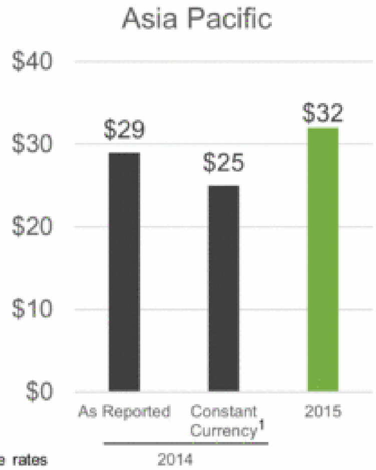
Full Year Adjusted EPS	
2014 Adjusted EPS	$2.63
Currency	(0.56)
2014 Adjusted EPS at constant currency[1]	2.07
Segment operating profit	(0.11)
Retained corporate costs	0.13
Net interest expense	(0.06)
Effective tax rate	(0.06)
Noncontrolling interests	(0.02)
Share count reduction	0.05
Total reconciling items	(0.07)
2015 Adjusted EPS	$2.00

[1] Prior year translated at 2015 exchange rates. See appendix for a reconciliation to adjusted earnings and constant currency for EPS.

4Q regional segment operating profit

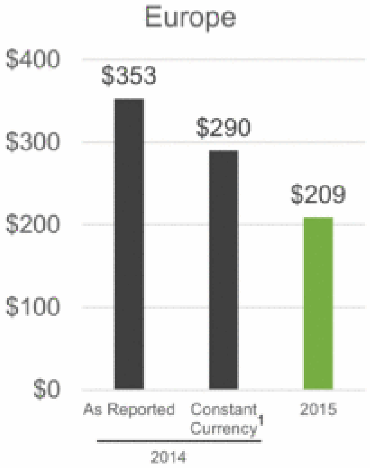


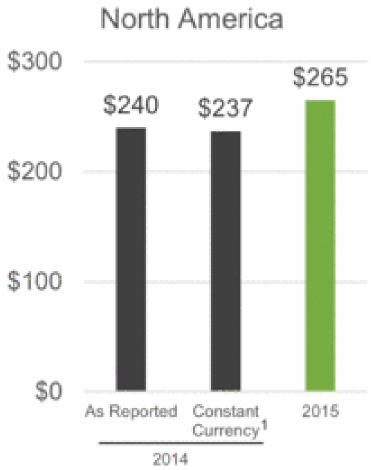


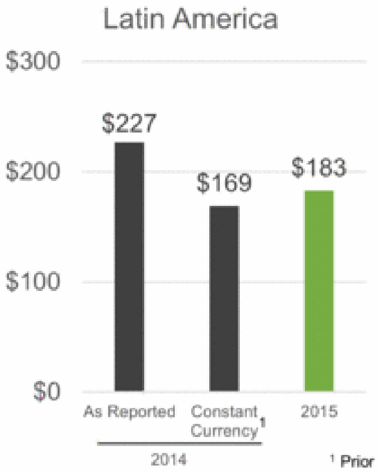


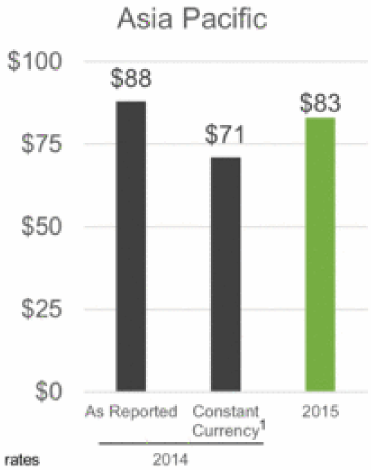
[1] Prior year translated at 4Q15 exchange rates

Full year regional segment operating profit





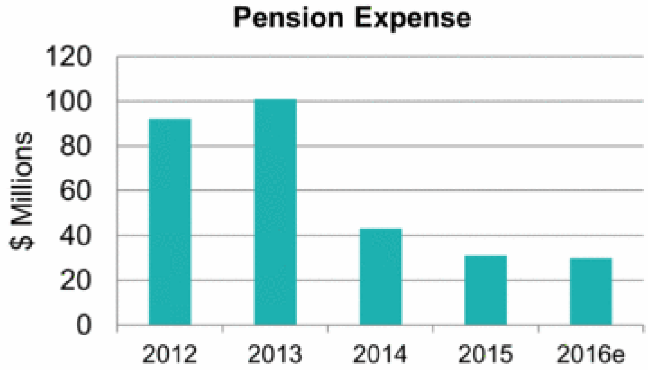


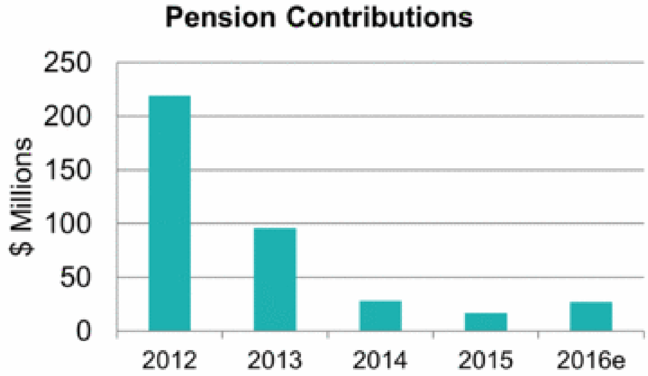


[1] Prior year translated at 2015 exchange rates

Pension

- In 2015, pension contributions were ~$10M lower than prior year
- Modest uptick in pension contributions in 2016 due to waning benefit from prior discretionary payments (e.g., in 2012)
- Management endeavors to reduce risk profile of pension liabilities over time





- Sustained non cash pension expense[1] reduces EPS by ~$0.50

[1] Related to the "amortization of actuarial loss" component of pension expense, which may be excluded in certain non-GAAP pension accounting methods

4Q price, volume and currency impact on reportable segment sales

$ Millions

	Europe	North America	Latin America	Asia Pacific	Total[1]
4Q14 Segment Sales	$589	$460	$333	$209	$1,591
Currency	(71)	(7)	(93)	(29)	(200)
4Q14 at constant currency	518	453	240	180	1,391
Price	(7)	(2)	15	(1)	5
Volume (excl. acquisition)	4	7	(4)	14	21
Acquisition	-	61	136	-	197
Total reconciling	(3)	66	147	13	223
4Q15 Segment Sales	$515	$519	$387	$193	$1,614

[1] Reportable segment sales exclude the Company's global equipment business

Full year price, volume and currency impact on reportable segment sales

$ Millions

	Europe	North America	Latin America	Asia Pacific	Total[1]
FY14 Segment Sales	$2,794	$2,003	$1,159	$793	$6,749
Currency	(445)	(26)	(293)	(117)	(881)
FY14 at constant currency	2,349	1,977	866	676	5,868
Price	(34)	(14)	65	2	19
Volume (excl. acquisition)	9	(4)	(45)	(7)	(47)
Acquisition	-	80	178	-	258
Total reconciling	(25)	62	198	(5)	230
FY15 Segment Sales	$2,324	$2,039	$1,064	$671	$6,098

[1] Reportable segment sales exclude the Company's global equipment business

Reconciliation to adjusted earnings and constant currency

The reconciliation below describes the items that management considers not representative of ongoing operations.

(Dollars in millions, except per share amounts)	Three months ended December 31		Year ended December 31		
	2015	2014	2015	2014	2013
Earnings (loss) from continuing operations attributable to the Company	$ (201)	$ (199)	$ (70)	$ 98	$ 202
Items impacting cost of goods sold:					
Acquisition-related fair value inventory adjustments	12		22		
Pension settlement charges		50		50	
Restructuring, asset impairment and related charges				8	
Items impacting selling administrative expense					
Pension settlement charges		15		15	
Items impacting equity earnings			5	5	
Items impacting other expense, net:					
Charges for asbestos related costs	225	135	225	135	145
Restructuring, asset impairment and related charges	11	7	75	78	119
Acquisition-related fair value intangible adjustments	10		10		
Strategic transaction costs	4		23		
Non-income tax charge		69		69	
Items impacting interest expense:					
Charges for note repurchase premiums and write-off of finance fees		20	42	20	11
Items impacting income tax:					
Net benefit for income tax on items above	(5)	(14)	(15)	(34)	(14)
Net expense (benefit) for certain tax adjustments	8	(8)	8	(8)	
Items impacting net earnings (loss) attributable to noncontrolling interests:					
Net impact of noncontrolling interests on items above					(13)
Total adjusting items	265	274	395	338	248
Adjusted earnings	$ 64	$ 75	$ 325	$ 436	$ 450
Currency effect on earnings (2013 and 2014 only)[1]		$ (22)		$ (92)	$ (87)
Earnings on a constant currency basis (2013 and 2014 only)		$ 53		$ 344	$ 363
Diluted average shares (thousands)	160,827	164,422	161,169	166,047	165,828
Earnings (loss) per share from continuing operations (diluted)	$ (1.25)	$ (1.20)	$ (0.44)	$ 0.59	$ 1.22
Adjusted earnings per share [2]	$ 0.40	$ 0.46	$ 2.00	$ 2.63	$ 2.72
Adjusted earnings per share on a constant currency basis		$ 0.32		$ 2.07	$ 2.19

(1) Currency effect on earnings determined by using month-end foreign currency exchange rates in the three and twelve month periods ended December 31, 2015, to translate the local currency results for the same periods in 2013 and 2014.

(2) For adjusted earnings per share, the diluted average shares (in thousands) are 161,733 and 162,135 for the three months and year ended December 31, 2015, respectively.

Reconciliation to free cash flow

	2015	2014	2013
Cash provided by continuing operating activities	$ 612	$ 698	$ 700
Additions to property, plant and equipment	(402)	(369)	(361)
Free cash flow	$ 210	$ 329	$ 339
Currency effect on free cash flow (2013 and 2014 only) [1]		(117)	(105)
Free cash flow on a constant currency basis		$ 212	$ 234

(1) Currency effect on free cash flow determined by using month-end foreign currency exchange rates in 2015 to translate the local currency results for the same periods in 2013 and 2014.

Leverage ratio
Reconciliations of adjusted EBITDA and net debt

$ Millions	Year ended December 31			Twelve Months Ending
	2015	2014	2013	9/30/2015
Earnings (loss) from continuing operations	$ (47)	$ 126	$ 215	$ (42)
Interest expense	258	235	239	263
Provision for income taxes	106	92	120	76
Depreciation	323	335	350	309
Amortization of intangibles	97	83	47	75
EBITDA	737	871	971	681
Adjustments to EBITDA:				
Charges for asbestos-related costs	225	135	145	135
Restructuring, asset impairment and other	80	91	119	75
Strategic transaction costs	23			19
Acquisition-related fair value inventory adjustments	22			10
Pro forma EBITDA for acquisitions[1]	205			281
Non-income tax charge		69		69
Pension settlement charges		65		65
Adjusted EBITDA	$ 1,292	$ 1,231	$ 1,235	$ 1,335
Total debt	$ 5,573	$ 3,460	$ 3,567	$ 5,859
Less cash	399	512	383	270
Net debt	$ 5,174	$ 2,948	$ 3,184	$ 5,589
Net debt divided by adjusted EBITDA	4.0	2.4	2.6	4.2

[1] Based on historical EBITDA of acquired entities and for those periods not already included in net earnings from continuing operations

Reconciliation of segment operating profit

$ Millions

	4Q
4Q14 Segment Operating Profit	$180
Currency	(34)
4Q14 at constant currency[1]	146
Price	5
Sales volume (excl. acquisition)	8
Operating costs	(5)
Acquisition	32
Total reconciling	40
4Q15 Segment Operating Profit	$186

	Full Year
2014 Segment Operating Profit	$908
Currency	(141)
2014 at constant currency[1]	767
Price	19
Sales volume (excl. acquisition)	(8)
Operating costs	(84)
Acquisition	46
Total reconciling	(27)
2015 Segment Operating Profit	$740

[1] Prior year translated at 2015 exchange rates

Note: Reportable segment data excludes the Company's global equipment business

Estimated impact from currency rate changes

Translation impact on EPS from a 10% change compared with the U.S. dollar

Currency	Approximate EPS impact
Euro	$0.10
Mexican peso	$0.07
Brazilian real	$0.05
Colombian peso	$0.03
Australian dollar + New Zealand dollar	$0.05