

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

FORM 8-K

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

Date of Report (Date of earliest event reported): July 1, 2022 (June 30, 2022)

AMCOR PLC

(Exact name of registrant as specified in its charter)

Jersey

State or other jurisdiction
of incorporation)

001-38932

(Commission File Number)

98-1455367

(IRS Employer Identification
No.)

83 Tower Road North
Warmley, Bristol
United Kingdom

(Address of principal executive offices)

BS30 8XP

(Zip Code)

+44 117 9753200

(Registrant’s telephone number, including area code)

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

- ☐ Written communications pursuant to Rule 425 under the Securities Act (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
Ordinary Shares, par value \$0.01 per share	AMCR	New York Stock Exchange
1.125% Guaranteed Senior Notes Due 2027	AUKF/27	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. ☐

Item 8.01 Other Events.

On June 30, 2022, Amcor Finance (USA), Inc. (the “Former Issuer”) and Amcor Flexibles North America, Inc. (the “Substitute Issuer”), each a wholly-owned subsidiary of Amcor plc (the “Company”), entered into a (i) Second Supplemental Indenture (the “Second Supplemental Indenture”) with the Trustee (as defined below) with respect to the Indenture, dated as of April 28, 2016 (as amended and/or supplemented to date, the “2016 Indenture” and, together with the Second Supplemental Indenture, the “2016 Indenture”), among the Former Issuer, the guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee (the “Trustee”), governing the Former Issuer’s (a) 3.625% Guaranteed Senior Notes due 2026 (the “2026 Notes”) and (b) 4.500% Guaranteed Senior Notes due 2028 (the “2028 Notes” and, together with the 2026 Notes, the “Existing Notes”) and (ii) First Supplemental Indenture (the “First Supplemental Indenture” and, together with the Second Supplemental Indenture, the “Supplemental Indentures”) with the Trustee with respect to the Indenture, dated as of June 13, 2019 (as amended and/or supplemented to date, the “2019 Indenture” and, together with the First Supplemental Indenture, the “2019 Indenture” and, together with the 2016 Indenture, the “Indentures”), among the Former Issuer, the guarantors party thereto and the Trustee, governing the Former Issuer’s (a) 3.625% Guaranteed Senior Notes due 2026 (the “New 2026 Notes”) and (b) 4.500% Guaranteed Senior Notes due 2028 (the “New 2028 Notes” and, together with the New 2026 Notes, the “New Notes”), in each case, relating to the substitution of the Substitute Issuer for the Former Issuer and the assumption by the Substitute Issuer of the covenants of the Former Issuer under the Indentures. As disclosed in the Company’s Current Report on Form 8-K, filed with the Securities and Exchange Commission (the “SEC”) on June 17, 2019, the New Notes were issued in June 2019 following the completion of the Former Issuer’s exchange offer to certain eligible holders of the Existing Notes.

The foregoing description of the Supplemental Indentures does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the (i) 2016 Indenture, which was included as Exhibit 4.7 to the Company’s Registration Statement on Form S-4 (File No. 333-230217), filed with the SEC on March 12, 2019 (the “Registration Statement”), including the supplemental indenture thereto, which was included as Exhibit 10.2 to the Company’s Current Report on Form 8-K, filed with the SEC on June 17, 2019, (ii) form of 2026 Notes, which was included as Exhibit 4.8 to the Registration Statement, (iii) form of 2028 Notes, which was included as Exhibit 4.9 to the Registration Statement, (iv) 2019 Indenture, which was included as Exhibit 10.4 to the Company’s Current Report on Form 8-K, filed with the SEC on June 17, 2019, (v) Second Supplemental Indenture, which is included as Exhibit 4.6 hereto and incorporated herein by reference and (vi) First Supplemental Indenture, which is included as Exhibit 4.7 hereto and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

Exhibit No.	Description
4.1	Indenture, dated as of April 28, 2016, among Amcor Finance (USA), Inc., Amcor Limited, Amcor UK Finance PLC and Deutsche Bank Trust Company Americas (incorporated by reference to Exhibit 4.7 to Amcor plc’s Registration Statement on Form S-4 (File No. 333-230217), filed on March 12, 2019).
4.2	Supplemental Indenture, dated as of June 13, 2019, among Amcor Finance (USA), Inc., Amcor Limited, Amcor UK Finance PLC and Deutsche Bank Trust Company Americas (incorporated by reference to Exhibit 10.2 to Amcor plc’s Current Report on Form 8-K, filed on June 17, 2019).
4.3	Form of 3.625% Guaranteed Senior Notes due 2026 (incorporated by reference to Exhibit 4.8 to Amcor plc’s Registration Statement on Form S-4 (File No. 333-230217), filed on March 12, 2019).
4.4	Form of 4.500% Guaranteed Senior Notes due 2028 (incorporated by reference to Exhibit 4.9 to Amcor plc’s Registration Statement on Form S-4 (File No. 333-230217), filed on March 12, 2019).
4.5	Indenture, dated as of June 13, 2019, among Amcor Finance (USA), Inc., Amcor plc, Amcor Limited, Amcor Flexibles North America, Inc. (formerly known as Bemis Company, Inc.) and Amcor UK Finance PLC and Deutsche Bank Trust Company Americas (incorporated by reference to Exhibit 10.4 to Amcor plc’s Current Report on Form 8-K, filed on June 17, 2019).
4.6	Second Supplemental Indenture, dated as of June 30, 2022, among Amcor Finance (USA), Inc., Amcor Flexibles North America, Inc. and Deutsche Bank Trust Company Americas.
4.7	First Supplemental Indenture, dated as of June 30, 2022, among Amcor Finance (USA), Inc., Amcor Flexibles North America, Inc. and Deutsche Bank Trust Company Americas.
104	Cover Page Interactive Data File. The cover page XBRL tags are embedded within the inline XBRL document (contained in Exhibit 101).

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.

AMCOR PLC

By: /s/ Damien Clayton
Name: Damien Clayton
Title: Company Secretary

Dated: July 1, 2022

SECOND SUPPLEMENTAL INDENTURE

This SECOND SUPPLEMENTAL INDENTURE, dated as of June 30, 2022 (the “Supplemental Indenture”), among Amcor Finance (USA), Inc., a Delaware corporation (herein called the “Former Issuer”), Amcor Flexibles North America, Inc., a Missouri Corporation (herein called the “Substitute Issuer”), and Deutsche Bank Trust Company Americas, a New York banking corporation, as Trustee under the Indenture (as defined below) (herein called the “Trustee”).

RECITALS

The Former Issuer, Amcor Pty Ltd (formerly known as Amcor Limited, the “Parent Guarantor”) and Amcor UK Finance plc (the “Initial Subsidiary Guarantor” and, together with the Parent Guarantor, the “Guarantors”) and the Trustee have entered into an Indenture dated as of April 28, 2016, as amended and/or supplemented from time to time (herein called the “Indenture”), providing for the issuance of Securities, including the Former Issuer’s (a) 3.625% Guaranteed Senior Notes due 2026 and (b) 4.500% Guaranteed Senior Notes due 2028. Capitalized terms used but not defined in this Supplemental Indenture have the same meaning provided in the Indenture.

Section 901 of the Indenture provides that, without the consent of any Holders, the Former Issuer, when authorized by a Board Resolution of the Former Issuer, and the Trustee, at any time and from time to time, may enter into one or more indentures supplemental to the Indenture, in form reasonably satisfactory to the Trustee, to evidence the succession or substitution of another Person to the Former Issuer and the assumption by any such successor of the covenants of the Former Issuer in the Indenture and in the Securities.

The entry into this Supplemental Indenture by the Former Issuer, the Substitute Issuer and the Trustee is in all respects authorized by the provisions of the Indenture.

All things necessary to make this Supplemental Indenture a valid agreement of the Former Issuer, the Substitute Issuer and the Trustee and a valid amendment of and supplement to the Indenture have been done.

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH, the Former Issuer, the Substitute Issuer and the Trustee each hereby agree as follows:

ARTICLE ONE

Section 101. *Substitution of the Issuer under the Indenture.*

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Substitute Issuer hereby agrees with the Former Issuer, the Guarantors, the Trustee and the Holders of any Securities Outstanding under the Indenture that concurrently with the execution and delivery of this Supplemental Indenture by the Substitute Issuer that it shall become the Issuer for the purposes of the Indenture and for purposes of all amounts due and owing on the Securities Outstanding under the Indenture. In connection therewith, the Substitute Issuer assumes the covenants of the Former Issuer in the Indenture and in the Securities.

Section 102. *Submission to Jurisdiction; Appointment of Agent for Service of Process.*

The Substitute Issuer hereby appoints C T Corporation acting through its office at 28 Liberty Street, New York, New York, 10005, as its authorized agent (the “Authorized Agent”) upon which process may be served in any legal action or proceeding against it with respect to its obligations under the Indenture instituted in any federal or state court in the Borough of Manhattan, The City of New York by the Holder of any Security and agrees that service of process upon such authorized agent, together with written notice of said service to the Substitute Issuer by the Person serving the same addressed as provided in Section 102 hereof, shall be deemed in every respect effective service of process upon the Substitute Issuer in any such legal action or proceeding, and the Substitute Issuer hereby irrevocably submits to the non-exclusive jurisdiction of any such court in respect of any such legal action or proceeding and waives any objection it may have to the laying of the venue of any such legal action or proceeding. Such appointment shall be irrevocable until all amounts in respect of the principal of and any premium and interest due and to become due on or in respect of all the Securities issued under the Indenture have been paid by the Issuer or a Guarantor, as the case may be, to the Trustee pursuant to the terms thereof, the Securities and the Guarantees. Notwithstanding the foregoing, the Substitute Issuer reserves the right to appoint another Person located or with an office in the Borough of Manhattan, The City of New York, selected in its discretion, as a successor Authorized Agent, and upon acceptance of such appointment by such a successor the appointment of the prior Authorized Agent shall terminate. The Substitute Issuer shall give notice to the Trustee and all Holders of the appointment by it of a successor Authorized Agent. If for any reason C T Corporation ceases to be able to act as the Authorized Agent or to have an address in the Borough of Manhattan, The City of New York, the Substitute Issuer will appoint a successor Authorized Agent in accordance with the preceding sentence. The Substitute Issuer further agrees to take any and all action, including the filing of any and all documents and instruments as may be necessary to continue such designation and appointment of such agent in full force and effect until the Indenture has been satisfied and discharged in accordance with Article Four or Article Twelve thereof Service of process upon the Authorized Agent addressed to it at the address set forth above, as such address may be changed within the Borough of Manhattan, The City of New York by notice given by the Authorized Agent to the Trustee, together with written notice of such service mailed or delivered to the Former Issuer, the Substitute Issuer and the Guarantors shall be deemed, in every respect, effective service of process on the Substitute Issuer.

Section 103. *The Trustee.*

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Former Issuer and the Substitute Issuer.

ARTICLE TWO

Provisions of General Application

Section 201. *Effective Date.*

This Supplemental Indenture takes effect when each party has executed one counterpart of this deed, whether the same or different counterparts (the “Effective Date”). As of the Effective Date, the Substitute Issuer shall be deemed to be the Issuer under the Indenture.

Section 202. *Governing Law.*

This Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York (including, without limitation, Section 5-1401 of the New York General Obligations Law or any successor to such a statute), excluding choice-of-law principles of the law of such State that would require the application of the laws of a jurisdiction other than such State; provided, however, that the authorization and execution of this Supplemental Indenture by and on behalf of the Substitute Issuer, shall be governed by the laws of Missouri.

This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 203. *Effect of Headings.*

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the day and year first above written.

AMCOR FINANCE (USA), INC.

By: /s/ Robert Mermelstein
Name: Robert Mermelstein
Title: President

By: /s/ Sara Mattsson
Name: Sara Mattsson
Title: Vice President, Chief Financial Officer & Treasurer

AMCOR FLEXIBLES NORTH AMERICA, INC.

By: /s/ Robert Mermelstein
Name: Robert Mermelstein
Title: Vice President, Tax

By: /s/ Louis Fred Stephan
Name: Louis Fred Stephan
Title: President

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Trustee, Registrar and Paying Agent

By: /s/ Jeffrey Schoenfeld
Name: Jeffrey Schoenfeld
Title: Vice President

By: /s/ Kathryn Fischer
Name: Kathryn Fischer
Title: Vice President

FIRST SUPPLEMENTAL INDENTURE

This FIRST SUPPLEMENTAL INDENTURE, dated as of June 30, 2022 (the “Supplemental Indenture”), among Amcor Finance (USA), Inc., a Delaware corporation (herein called the “Former Issuer”), Amcor Flexibles North America, Inc., a Missouri Corporation (formerly known as Bemis Company, Inc. and herein called the “Substitute Issuer”), and Deutsche Bank Trust Company Americas, a New York banking corporation, as Trustee under the Indenture (as defined below) (herein called the “Trustee”).

RECITALS

The Former Issuer, Amcor plc (the “Parent Guarantor”), Amcor Pty Ltd (formerly known as Amcor Limited), the Substitute Issuer and Amcor UK Finance plc (“Amcor UK” and, together with the Parent Guarantor, Amcor Pty Ltd and the Substitute Issuer, the “Guarantors”) and the Trustee have entered into an Indenture dated as of June 13, 2019, as amended and/or supplemented from time to time (herein called the “Indenture”), providing for the issuance of Securities, including the Former Issuer’s (a) 3.625% Guaranteed Senior Notes due 2026 and (b) 4.500% Guaranteed Senior Notes due 2028. Capitalized terms used but not defined in this Supplemental Indenture have the same meaning provided in the Indenture.

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The entry into this Supplemental Indenture by the Former Issuer, the Substitute Issuer and the Trustee is in all respects authorized by the provisions of the Indenture.

All things necessary to make this Supplemental Indenture a valid agreement of the Former Issuer, the Substitute Issuer and the Trustee and a valid amendment of and supplement to the Indenture have been done.

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH, the Former Issuer, the Substitute Issuer and the Trustee each hereby agree as follows:

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