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):
March 5, 2008

GRAPHIC PACKAGING HOLDING COMPANY

(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation)	333-145849 (Commission File Number)	26-0405422 (IRS Employer Identification No.)

814 Livingston Court, Marietta, Georgia (Address of principal executive offices)	30067 (Zip Code)

Registrant's telephone number, including area code (770) 644-3000

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

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))

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Item 1.01 Entry into Material Definitive Agreement.

The information set forth under Item 2.03 relating to the Credit Agreement is incorporated herein by reference.

The information set forth under Item 3.03 relating to the Rights Agreement (as defined herein) is incorporated herein by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On March 10, 2008, pursuant to the terms of the Transaction Agreement and Agreement and Plan of Merger by and among Graphic Packaging Corporation ("***Graphic***"), Bluegrass Container Holdings, LLC, a Delaware limited liability company ("***BCH***"), TPG Bluegrass IV, L.P., a Delaware limited partnership ("***TPG IV***"), TPG Bluegrass IV, Inc., a Delaware corporation, as a transferee of the interests in BCH owned by TPG IV ("***TPG IV, Inc.***"), TPG Bluegrass IV-AIV 2, L.P., a Delaware limited partnership ("***TPG IV-AIV***"), TPG Bluegrass V, L.P., a Delaware limited partnership ("***TPG V***"), TPG Bluegrass V, Inc., a Delaware corporation, as a transferee of the interests in BCH owned by TPG V ("***TPG V, Inc.***"), TPG Bluegrass V-AIV 2, L.P., a Delaware limited partnership ("***TPG V-AIV***"), Field Holdings, Inc., a Delaware corporation ("***Field Holdings***"), TPG FOF V-A, L.P., a Delaware limited partnership ("***FOF V-A***"), TPG FOF V-B, L.P., a Delaware limited partnership ("***FOF V-B***"), BCH Management, LLC, a Delaware limited liability company (together with Field Holdings, TPG IV, TPG IV, Inc., TPG IV-AIV, TPG V, TPG V, Inc., TPG V-AIV, FOF V-A and FOF V-B, the "***Sellers***"), New Giant Corporation (the "***Company***"), and Giant Merger Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of the Company ("***Merger Sub***"), (i) Merger Sub merged with and into Graphic (the "***Merger***"), (ii) Graphic became a wholly-owned subsidiary of the Company and (iii) the Sellers contributed all of the equity interests in BCH in exchange for shares of the Company's common stock (the "***Exchange***," and together with the Merger, the "***Transactions***"). Upon effectiveness of the Merger, the Company changed its name to Graphic Packaging Holding Company.

At the effective time of the Transactions, as consideration for the Merger, the holder of each issued and outstanding share of Graphic's common stock, par value $0.01, received the right to one share of the Company's common stock, par value $0.01 ("***Common Stock***"), and in consideration for the Exchange, the Sellers received 139,445,038 shares of Common Stock, or approximately 40.6 percent of the outstanding shares of Common Stock.

The issuance of the Common Stock pursuant to the Merger was registered under the Securities Act of 1933, as amended (the "***Securities Act***"), pursuant to the Company's registration statement on Form S-4, as amended (File No. 333-145849) (the "***Registration Statement***") filed with the Securities and Exchange Commission (the "***SEC***") and declared effective on December 10, 2007. The definitive proxy statement/prospectus dated December 10, 2007 that forms a part of the Registration Statement (the "***Proxy Statement/Prospectus***") contains additional information about the Transactions and the other transactions contemplated by the Transaction Agreement, including information concerning the interests of directors, executive officers and affiliates of the Company in the Transactions.

Pursuant to Rule 12g-3(a) under the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), the Company's Common Stock is deemed to be registered under Section 12(b) of the Exchange Act. The Common Stock has been approved for listing on the New York Stock Exchange and will begin trading under the symbol "GPK" on March 11, 2008.

Prior to the completion of the Transactions, Graphic's common stock was registered pursuant to Section 12(b) of the Exchange Act and listed on the New York Stock Exchange. Graphic will file a Form 15 with the SEC to terminate the registration under Section 12 of the Exchange Act of the Graphic common stock.

On March 10, 2008, the Company issued a press release announcing the completion of the Transactions. The press release is attached hereto as Exhibit 99.1 and incorporated herein by reference.

Item 2.02 Results of Operations and Financial Condition.

On March 10, 2008, the Company issued a press release announcing the closing of the combination of Graphic and BCH, which contained selected pro forma financial information for the Company. The press release is attached hereto as Exhibit 99.1 and incorporated herein by reference. In addition, attached hereto as Exhibit 99.6 and incorporated herein by reference is certain supplemental pro forma financial information of the Company that includes information relating to the financing of the combination of Graphic and BCH.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

On March 10, 2008, Graphic Packaging International, Inc. ("***GPI***"), a wholly-owned subsidiary of the Company, entered into an Amendment No. 1 to its existing senior secured Credit Agreement dated as of May 16, 2007 (the "***Credit Agreement***"). Pursuant to Amendment No. 1, GPI obtained (i) a new $1,200 million senior secured term loan facility to refinance the outstanding amounts under BCH's existing first and second lien credit facilities and (ii) an increase to GPI's existing revolving credit facility to $400 million from $300 million. GPI's existing $1,055 million term loan facility will remain in place.

The new $1,200 million term loan will mature on May 16, 2014, the same maturity date as the existing term loan. The increased revolving credit facility will mature on May 16, 2013.

The principal amount of the new term loan facility will amortize in an annual amount of 1.0% of the original principal amount thereof, payable in equal semi-annual installments, with a final installment due and payable at maturity equal to the remaining outstanding principal amount thereof. The amortization of the existing $1,055 million term loan will remain unchanged and will continue in an annual amount of 1.0% of the original principal amount thereof payable in semi-annual installments, with a final installment due and payable at maturity equal to the remaining outstanding principal amount thereof.

Subject to certain exceptions and reinvestment provisions, the new term loan facility and the existing term loan facility are subject to mandatory prepayment on a *pro rata* basis in an amount equal to (i) the net proceeds of certain debt offerings by GPI and its subsidiaries (other than debt offerings permitted by the Credit Agreement); and (ii) the net proceeds of certain non-ordinary asset sales by GPI and its subsidiaries.

The obligations of GPI under the new term loan facility and the revolving credit facility, as increased pursuant to Amendment No. 1, are guaranteed by Graphic and each existing or future domestic subsidiary of GPI (including BCH and its subsidiaries). In addition, the new term loan facility, and the revolving credit facility, as increased pursuant to Amendment No. 1, and the guarantees thereunder, are secured by the same collateral as the existing credit facilities including security interests in and pledges of or liens on substantially all of the material tangible and intangible assets of GPI and the guarantors, including pledges of all the capital stock of GPI and material direct or indirect domestic subsidiaries of GPI and of up to 65% of the capital stock of each direct foreign subsidiary of GPI. The lenders under the revolving credit facility, as increased pursuant to Amendment No. 1, the new term loan facility and the existing term loan facility will share in all collateral security, in each case to the same extent as the existing credit facility, on a *pari passu* basis.

The new term loan facility will bear interest at LIBOR plus 275 basis points. The interest rate on the existing term loan facility will continue to bear interest at LIBOR plus 200 basis points. The weighted average interest rate on GPI's senior secured term debt will equal approximately LIBOR plus 237.5 basis points.

Graphic has agreed to pay (or cause GPI to pay) certain fees with respect to the new and existing credit facilities, including (i) fees on the unused commitments of the lenders, (ii) letter of credit fees on the aggregate face amount of outstanding letters of credit plus a fronting bank fee for the letter of credit issuing bank; (iii) quarterly administration fees and (iv) arrangement and other similar fees.

The new term loan facility and the increase in the revolving credit facility are subject to the existing affirmative and negative operating covenants contained in the Credit Agreement, as such covenants have been amended pursuant to Amendment No. 2 to the Credit Agreement described below.

The new term loan facility and the increase in the revolving credit facility are subject to the existing events of default contained in the Credit Agreement, including non-payment of principal, interest or fees, failure to comply with covenants, inaccuracy of representations or warranties in any material respect, cross default to certain other indebtedness, loss of lien perfection or priority, material judgments and change of ownership or control.

On March 10, 2008, GPI also entered into an Amendment No. 2 to the Credit Agreement. Pursuant to Amendment No. 2, among other things, the existing financial covenants contained in the Credit Agreement were removed and a new

senior secured leverage ratio was substituted in lieu thereof. Such new senior secured leverage covenant shall run in favor of all lenders under the Credit Agreement.

Additionally, Amendment No. 2, among other things, amended the covenant contained in the Credit Agreement restricting the ability of GPI and it subsidiaries to sell assets. Amendment No. 2 permits GPI and its subsidiaries to sell assets in an unlimited amount provided that at least 75% of the consideration received by GPI or the applicable subsidiary is in the form of cash.

This summary is qualified in its entirety by reference to Amendment No. 1 and Amendment No. 2 to the Credit Agreement, which are attached hereto as Exhibits 10.1 and 10.2, respectively, and incorporated herein by reference.

Pursuant to GPI's Indentures governing its 8.50% Senior Notes due 2011 and the 9.50% Senior Subordinated Notes due 2013, GPI has delivered the Supplemental Indentures in order to join the Company, Graphic, BCH and its domestic subsidiaries, as guarantors under the Indentures. In addition, this summary is qualified in its entirety by reference to the Supplemental Indenture in Respect of Note Guarantee (9.50% Senior Subordinated Notes due 2013) and Supplemental Indenture in Respect of Note Guarantee (8.50% Senior Notes due 2011), which are attached hereto as Exhibits 4.1 and 4.2, respectively, and incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information set forth under Item 2.01 above is incorporated herein by reference. The description of the transactions pursuant to which Sellers received shares of Common Stock pursuant to the Exchange is described under the headings "Summary," "The Transactions" and "The Transaction Agreement and Agreement and Plan of Merger" in the Proxy Statement/Prospectus and is incorporated herein by reference.

The issuance of the Common Stock in the Exchange pursuant to the Transaction Agreement is exempt from the registration requirements of the Securities Act by virtue of Section 4(2) thereof because the Exchange did not involve a public offering.

Item 3.03 Material Modification to Rights of Security Holders.

The information set forth under Items 2.01 above is incorporated herein by reference. Immediately following the effective time of the Merger, the Certificate of Incorporation and By-Laws of the Company were amended and restated. The information contained in the Proxy Statement/Prospectus under the heading "Description of New Graphic Capital Stock" and "Comparison of Rights of Graphic Stockholders and New Graphic Stockholders" provides additional detail on the amendments to the Certificate of Incorporation and the By-Laws of the Company and is incorporated herein by reference. See also Item 5.03 hereof.

Pursuant to the Transaction Agreement, the board of directors of the Company adopted a stockholder rights plan substantially similar to the stockholder rights plan that Graphic maintained prior to the announcement of the transaction with Altivity, which is embodied in the Rights Agreement, dated as of March 10, 2008 (the "***Rights Agreement***"), between the Company and Wells Fargo Bank, N.A., as rights agent (the "***Rights Agent***"). In order to implement the new Rights Agreement, the Board of Directors of the Company declared a divided of one preferred share purchase right (a "***Right***") for each outstanding share of Common Stock immediately following the completion of the Transactions, and authorized the issuance of one Right for each share of Common Stock which shall become outstanding between the date of issuance of the dividend, which we refer to as the record date, and the earliest of the distribution date (as hereinafter defined), the redemption of the Rights, or the final expiration date of the Rights.

The following is a summary of the material provisions of the stockholder rights plan that the Company's board of directors adopted. This summary is qualified in its entirety by reference to the Rights Agreement, which is attached hereto as Exhibit 4.3 and incorporated herein by reference.

Initially, the Rights will be attached to the certificates representing outstanding shares of Common Stock, or in the case of uncertificated shares, evidenced by book entry, and no separate Rights certificates will be distributed nor, in the case of uncertificated shares, book entries be made with respect to the Rights. The Rights will be transferable only with the Common Stock until a distribution date (as described below). Each Right will entitle the holder to purchase one one-thousandth of a share of the Company's Series A junior participating preferred stock at an exercise price of $20.00, subject to adjustment. Each one one-thousandth of a share of Series A junior participating preferred stock will have

economic and voting terms approximately equivalent to one share of Common Stock. On March 10, 2008, the Company filed a Certificate of Designation, Preferences and Rights defining the terms of Series A junior participating preferred stock, which is attached hereto as Exhibit 3.3 and incorporated herein by reference. Until it is exercised, the Right itself will not entitle the holder of the Right to any rights as a stockholder, including the right to receive dividends or to vote at stockholder meetings.

The Rights will not be exercisable until the distribution date and will expire at the close of business March 10, 2018, unless earlier redeemed or exchanged by the Company. As soon as practicable after the distribution date, the Company would issue separate certificates representing the Rights, which would trade separately from the shares of the Common Stock. A "distribution date" would generally occur upon the earlier of:

- the tenth day after the first public announcement by or communication to the Company that a person or group of affiliated or associated persons (referred to as an acquiring person) has acquired beneficial ownership of 15% or more of the Company's outstanding Common Stock (the date of such announcement or communication is referred to as the stock acquisition time); or
- the tenth business day after the commencement or first public announcement of the intention to commence a tender offer or exchange offer that would result in a person or group becoming an acquiring person.

However, an acquiring person will not include the Company, any of its subsidiaries, any of its employee benefit plans or any person or entity acting under its employee benefit plans. In addition, an acquiring person will not include Coors family stockholders or the Sellers who are affiliates of TPG Capital (the "***TPG Entities***"), for so long as such stockholders beneficially own 15% or more of the outstanding Common Stock (referred to as "grandfathered persons"). Notwithstanding the foregoing exception, the Coors family stockholders will be considered an acquiring person in the event that they collectively become the beneficial owner of more than 19% of the outstanding shares of Common Stock. In addition, the TPG Entities will be considered an acquiring person in the event that they collectively become the beneficial owner of more than 40% of the outstanding shares of Common Stock, or, after their ownership percentage of outstanding shares of Common Stock is less than 25%, in the event that they collectively become the beneficial owner of more than 25% of the outstanding shares of Common Stock.

If any person becomes an acquiring person, each Right will represent, instead of the right to acquire one one-thousandth of a share of Series A junior participating preferred stock, the right to receive upon exercise a number of shares of Common Stock having a value equal to two times the purchase price of the Right, subject to certain exceptions. All Rights that are beneficially owned by an acquiring person or its transferee will become null and void.

If at any time after a public announcement has been made or the Company has received notice that a person has become an acquiring person:

- the Company is acquired in a merger or other business combination and the Company is not the surviving corporation or the Common Stock is exchanged for a different security; or
- 50% or more of the assets, cash flow or earning power of the Company and its subsidiaries (taken as a whole) is sold or transferred;

each Right, except Rights that previously have been voided as described above, will represent the right to receive, upon exercise, common stock of the acquiring company having a value equal to two times the purchase price of the Right.

At any time until the earlier of (1) the time the Company becomes aware that a person has become an acquiring person or (2) the tenth anniversary of the record date under the Rights Agreement, the Company may redeem all the rights at a price of $0.001 per right. At any time after a person has become an acquiring person and before the acquisition by such person and its affiliates of 50% or more of the outstanding shares of Common Stock, the Company may exchange the Rights, in whole or in part, at an exchange ratio of one share of Common Stock per Right.

The purchase price of the Rights, the number of thousandths of a share of Series A junior participating preferred stock and the amount of Common Stock, cash or other securities or property issuable upon exercise of, or exchange for, the Rights, and the number of such Rights outstanding, are subject to adjustment from time to time to prevent dilution. Except as provided in the Rights Agreement, no adjustment in the purchase price or the number of shares of Series A junior participating preferred stock issuable upon exercise of a Right will be required until the cumulative adjustment

would require an increase or decrease of at least 1% in the purchase price or number of shares for which a Right is exercisable.

Before the time that a person or group becomes an acquiring person, and subject to specified limitations, the Rights Agreement may be supplemented or amended by the Company and the Rights Agent, without the approval of the holders of the Rights.

As of March 10, 2008, the Company has a total of 100,000,000 shares of preferred stock authorized, of which no shares are outstanding. There has been reserved for issuance 500,000 shares of Series A junior participating preferred stock of the Company issuable upon exercise of the Rights.

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

Election of Directors

Prior to the closing of the Transactions, David W. Scheible, Daniel J. Blount and Stephen A. Hellrung were the directors of the Company. Effective upon the closing of the Transactions, directors Daniel J. Blount and Stephen A. Hellrung each resigned his position as a director of the Company.

In connection with the closing of the Transactions, effective March 10, 2008, each of George V. Bayly, John D. Beckett, G. Andrea Botta, Jeffrey H. Coors, Kevin J. Conway, Kelvin L. Davis, Jack A. Fusco, Michael G. MacDougall, John R. Miller, Jeffrey Liaw, Harold R. Logan, Jr. and Robert W. Tieken were appointed to the Company's board of directors.

In connection with the closing of the Transactions, Messrs. Miller (as non-voting chairman), Coors, Conway, Botta, Davis and MacDougall were appointed to the Nominating and Corporate Governance Committee. Messrs. Tieken (as chairman), Logan and Miller were appointed to the Audit Committee and Messrs. Bayly (as chairman), Beckett and Fusco were appointed to the Compensation and Benefits Committee.

The biographical information for each director of the Company contained in the Proxy Statement/Prospectus under the heading "The Directors and Management of New Graphic" provides further information on the Company's directors and is incorporated herein by reference. The description of the agreement pursuant to which each new director was selected is described in the Proxy Statement/Prospectus under the heading "Other Agreements — Stockholders Agreement" and is incorporated herein by reference. The information contained in the Proxy Statement/Prospectus under the heading "The Transactions — Interests of Graphic's Directors and Executive Officers in the Transactions" is incorporated herein by reference.

Director Compensation

The Board of the Company has adopted the director compensation policy previously maintained by Graphic as described herein. Each Director who is not an officer or employee of the Company will receive an annual cash retainer fee of $20,000, payable in quarterly installments. In addition, each non-employee Director will receive $1,500 per Board meeting attended and $1,000 per committee meeting attended. The Audit Committee chairman and each of the other Committee chairmen will receive a further retainer fee of $10,000 and $5,000, respectively, payable in equal quarterly installments. In addition to the retainers and meeting fees, each non-employee Director will receive an annual grant of shares of stock with a value of $40,000 on the date of grant. Non-employee Directors have the option to defer all or part of the cash and equity compensation payable to them in the form of phantom stock.

Directors who are officers or employees of the Company will not receive any additional compensation for serving as a Director. Pursuant to the terms of Mr. Conway's employment with CD&R, he has assigned his right to receive compensation for his service as a Director to Clayton, Dubilier and Rice, Inc. The Company reimburses all Directors for reasonable and necessary expenses they incur in performing their duties as Directors.

Item 5.03 Amendment to Articles of Incorporation or Bylaws; Change in Fiscal Year.

Pursuant to the terms of the Transaction Agreement, the Company amended and restated its Certificate of Incorporation and By-Laws, as described in the Proxy Statement/Prospectus under the heading "Description of New Graphic Capital Stock" and "Comparison of Rights of Graphic Stockholders and New Graphic Stockholders," which disclosure is incorporated by reference in response to this item. Copies of the Restated Certificate of Incorporation as filed with the Secretary of State of the State of Delaware on March 10, 2008 and the Amended and Restated By-Laws are attached hereto as Exhibit 3.1 and Exhibit 3.2 and are incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

The information set forth in Item 2.02 is incorporated herein by reference.

Item 8.01 Other Events.

In connection with the combination of Graphic and Altivity Packaging, LLC ("***Altivity***"), on March 5, 2008, Graphic and Altivity entered into an Asset Preservation Stipulation and Order (the "***Stipulation Order***") with the Antitrust Division of the United States Department of Justice (the "***DOJ***"). The Stipulation Order was signed by the United States District Court for the District of Columbia on March 5, 2008. Graphic and Altivity stipulated to the entry of a Final Judgment (the "***Consent Decree***"), which remains to be reviewed and approved by the court subject to the provisions of the Tunney Act.

Under the Consent Decree, the Company is required to divest two of Altivity's coated-recycled paperboard mills and certain related assets (the "***Divestiture***"), in accordance with procedures and terms set forth in the Consent Decree. Until the Divestiture is completed, the Company will be required under the Stipulation Order to take all steps necessary to preserve, maintain and continue to operate such mills as economically viable, competitive and ongoing facilities. The Company expects to divest Altivity's Wabash, Indiana and Philadelphia, Pennsylvania mills pursuant to the Consent Decree.

The above descriptions of the Stipulation Order and the Consent Decree are qualified in their entirety by reference to the full texts of the Stipulation Order and the Consent Decree, included as Exhibits 99.2 and 99.3 respectively, and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(a) Financial statements of businesses acquired.

The audited consolidated financial statements of BCH as of December 31, 2006 and 2005 and for the period from July 1, 2006 to December 31, 2006, the period from January 1, 2006 to June 30, 2006 and for the years ended December 31, 2005 and 2004, and the interim unaudited consolidated financial statements of BCH as of September 30, 2007 and 2006 and for the nine months ended September 30, 2007 and three months ended September 30, 2006 are filed as exhibit 99.4 to this report and are incorporated herein by reference.

To the extent additional information is required by this item, it will be filed with the SEC by amendment as soon as practicable, but no later than 71 days after the date on which this Current Report on Form 8-K is required to be filed.

(b) Pro forma financial information.

The unaudited pro forma condensed combined statements of operations of the Company for the year ended December 31, 2006 and for the nine months ended September 30, 2007 give effect to the Transactions as if they had been completed on January 1, 2006. The unaudited pro forma condensed combined balance sheet of the Company as of September 30, 2007 gives effect to the Transactions as if they had been completed on September 30, 2007. The unaudited pro forma condensed combined financial information of the Company is filed as exhibit 99.5 to this report and are incorporated herein by reference.

To the extent additional information is required by this item, it will be filed with the SEC by amendment as soon as practicable, but no later than 71 days after the date on which this Current Report on Form 8-K is required to be filed.

(d) Exhibits

3.1	Restated Certificate of Incorporation of Graphic Packaging Holding Company.
3.2	Amended and Restated By-Laws of Graphic Packaging Holding Company.
3.3	Certificate of Designation, Preferences and Rights of Series A Junior Participating Preferred Stock of Graphic Packaging Holding Company.
4.1	Supplemental Indenture in Respect of Note Guarantee (9.50% Senior Subordinated Notes due 2013).

dated as of March 10, 2008 among Bluegrass Container Holdings, LLC and its subsidiaries, Graphic Packaging Holding Company, Graphic Packaging International, Inc., Graphic Packaging Corporation and Wells Fargo Bank, National Association, successor by merger to Wells Fargo Bank Minnesota, National Association.

4.2	Supplemental Indenture in Respect of Note Guarantee (8.50% Senior Notes due 2011) dated as of March 10, 2008 among Bluegrass Container Holdings, LLC and its subsidiaries, Graphic Packaging Holding Company, Graphic Packaging International, Inc., Graphic Packaging Corporation and Wells Fargo Bank, National Association, successor by merger to Wells Fargo Bank Minnesota, National Association.
4.3	Rights Agreement, dated as of March 10, 2008, between Graphic Packaging Holding Company and Wells Fargo Bank, National Association.
10.1	Amendment No. 1 to Credit Agreement dated as of March 10, 2007 by and among Graphic Packaging International, Inc., Graphic Packaging Corporation, Bank of America, N.A., as Administrative Agent, and the Lenders signatory thereto.
10.2	Amendment No. 2 to Credit Agreement dated as of March 10, 2007 by and among Graphic Packaging International, Inc., Graphic Packaging Corporation, Bank of America, N.A., as Administrative Agent, and the Lenders signatory thereto.
23.1	Consent of Ernst & Young LLP.
99.1	Press release dated March 10, 2008.
99.2	Asset Preservation Stipulation and Order, dated March 5, 2008, among the DOJ, Graphic Packaging International, Inc. and Altivity. Filed as Exhibit 99.1 to Graphic Packaging Corporation’s Current Report on Form 8-K filed on March 6, 2008 (Commission File No. 001-13182), and incorporated herein by reference.
99.3	Final Judgment (Consent Decree) of the United States District Court for the District of Columbia stipulated to by the parties to the Asset Preservation Stipulation and Order. Filed as Exhibit 99.2 to Graphic Packaging Corporation’s Current Report on Form 8-K filed on March 6, 2008 (Commission File No. 001-13182), and incorporated herein by reference.
99.4	Consolidated financial statements of BCH as of December 31, 2006 and 2005 and for the period from July 1, 2006 to December 31, 2006, the period from January 1, 2006 to June 30, 2006 and for the years ended December 31, 2005 and 2004, and the interim unaudited consolidated financial statements of BCH as of September 30, 2007 and 2006 and for the nine months ended September 30, 2007 and three months ended September 30, 2006.
99.5	Unaudited pro forma condensed combined statements of operations of the Company for the year ended December 31, 2006 and as of and for the nine months ended September 30, 2007.
99.6	Selected pro forma financial information.

SIGNATURE

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

By: /s/ Stephen A. Hellrung
Stephen A. Hellrung
Senior Vice President, General Counsel and Secretary

Date: March 10, 2008

Exhibit 3.1

RESTATED CERTIFICATE OF INCORPORATION

OF

NEW GIANT CORPORATION
(Originally incorporated on June 21, 2007, under the
name New Giant Corporation)

ARTICLE I.

NAME OF CORPORATION

The name of the corporation is Graphic Packaging Holding Company (the "Corporation").

ARTICLE II.

REGISTERED OFFICE

The registered office of the Corporation in the State of Delaware shall be located at Corporation Service Company, 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is Corporation Service Company.

ARTICLE III.

PURPOSE

The nature of the business of the Corporation and its purpose is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").

ARTICLE IV.

CAPITAL STOCK

Section 4.01 Authorized Stock. The total number of shares of stock that the Corporation shall have authority to issue is 1,100,000,000 shares, consisting of (a) 1,000,000,000 shares of Common Stock, par value $0.01 per share (the "Common Stock"), and (b) 100,000,000 shares of preferred stock, par value $0.01 per share (the "Preferred Stock"), issuable in one or more series as hereinafter provided. The number of authorized shares of the Common Stock or Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the voting power of the stock

of the Corporation entitled to vote thereon irrespective of the provisions of Section 242(b)(2) of the DGCL or any corresponding provision hereinafter enacted.

Section 4.02 Provisions Relating to the Common Stock.

(a) Voting. Except as otherwise provided in this Restated Certificate of Incorporation or by applicable law, each holder of shares of Common Stock shall be entitled, with respect to each share of Common Stock held by such holder, to one vote in person or by proxy on all matters submitted to a vote of the holders of Common Stock, whether voting separately as a class or otherwise.

(b) Dividends and Distributions. Subject to the preferences and rights, if any, applicable to shares of Preferred Stock or any series thereof, the holders of shares of Common Stock shall be entitled to receive such dividends and other distributions in cash, property, stock or otherwise as may be declared thereon by the Board of Directors at any time and from time to time out of assets or funds of the Corporation legally available therefor.

(c) Liquidation Rights. In the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation, and subject to the preferences and rights, if any, applicable to shares of Preferred Stock or any series thereof, the holders of shares of Common Stock shall be entitled to receive all of the remaining assets of the Corporation available for distribution to its stockholders, ratably in proportion to the number of shares of Common Stock held by them.

Section 4.03 Provisions Relating to the Preferred Stock.

1. The Preferred Stock may be issued at any time and from time to time in one or more series. The Board of Directors is hereby authorized to provide for the issuance of shares of Preferred Stock in one or more series and, by filing a certificate of designation pursuant to the applicable provisions of the DGCL (hereinafter referred to as a "Preferred Stock Certificate of Designation"), to establish from time to time the number of shares to be included in each such series, and to fix the designation, powers, preferences and rights, and the qualifications, limitations and restrictions thereof, of shares of each such series.

2. The authority of the Board of Directors with respect to each series of Preferred Stock shall include, but not be limited to, determination of the following:

(i) the designation of the series, which may be by distinguishing number, letter or title;

(ii) the number of shares of the series, which number the Board of Directors may thereafter (except where otherwise provided in the applicable Preferred Stock Certificate of Designation) increase or decrease (but not below the number of shares thereof then outstanding);

(iii) the preferences, if any, and relative, participating, optional or other special rights, if any, and the qualifications, limitations or restrictions thereof, if any, of the series;

(iv) whether dividends, if any, shall be cumulative or noncumulative and the dividend rate, if any, of the series;

(v) whether dividends, if any, shall be payable in cash, in kind or otherwise;

(vi) the dates on which dividends, if any, shall be payable;

(vii) the redemption rights and price or prices, if any, for shares of the series;

(viii) the terms and amount of any sinking fund provided for the purchase or redemption of shares of the series;

(ix) the amounts payable on shares of the series in the event of any voluntary or involuntary liquidation, dissolution or winding-up of the affairs of the Corporation;

(x) whether the shares of the series shall be convertible into or exchangeable for shares of any other class or series, or any other security, of the Corporation or any other corporation, and, if so, the specification of such other class or series or such other security, the conversion or exchange price or prices or rate or rates, any adjustments thereof, the date or dates as of which such shares shall be convertible or exchangeable and all other terms and conditions upon which such conversion or exchange may be made;

(xi) restrictions on the issuance of shares of the same series or of any other class or series;

(xii) whether or not the holders of the shares of such series shall have voting rights, in addition to the voting rights required by law, and if so, the terms of such voting rights, which may provide, among other things and subject to the other provisions of this Restated Certificate of Incorporation, that each share of such series shall carry one vote or more or less than one vote per share, that the holders of such series shall be entitled to vote on certain matters as a separate class (which for such purpose may be comprised solely of such series or of such series and one or more other series or classes of stock of the Corporation); and

(xiii) such other rights and provisions with respect to any series that the Board of Directors may provide.

3. The Common Stock shall be subject to the express terms of the Preferred Stock and any series thereof.

4. Except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Restated Certificate of Incorporation (including any Preferred Stock Certificate of Designation) that alters or changes only the powers, preferences, rights or other terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together as a class with the holders of one or more other series of Preferred Stock, to vote thereon pursuant to this Restated Certificate of Incorporation (including any Preferred Stock Certificate of Designation).

Section 4.04 Voting in Election of Directors. Except as may be required by law or as provided in this Restated Certificate of Incorporation (including any Preferred Stock Certificate of Designation), holders of Common Stock shall have the exclusive right to vote for the election of directors and for all other purposes, and holders of Preferred Stock shall not be entitled to vote on any matter or receive notice of any meeting of stockholders.

Section 4.05 Ownership of Capital Stock. The Corporation shall be entitled to treat the person in whose name any share of its stock is registered as the owner thereof for all purposes and shall not be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person, whether or not the Corporation shall have notice thereof, except as expressly provided by applicable law.

ARTICLE V.

BOARD OF DIRECTORS; MANAGEMENT OF THE CORPORATION

Section 5.01 Classified Board. The authorized number of directors constituting the entire Board of Directors shall be fixed from time to time solely by resolution of the Board of Directors and may not be fixed by any other person or persons, provided that such number shall not be less than three. Subject to the rights, if any, of the holders of any series of Preferred Stock to elect directors pursuant to the provisions of a Preferred Stock Certificate of Designation (which directors shall not be classified pursuant to this sentence (unless so provided in the Preferred Stock Certificate of Designation)), the directors of the Corporation shall be classified with respect to the time for which they severally hold office into three classes, as nearly equal in number as possible: one class (“Class I”), the initial term of which shall expire at the first annual meeting of stockholders following the effectiveness of this Restated Certificate of Incorporation (the “Effective Time”); a second class (“Class II”), the initial term of which shall expire at the second annual meeting of stockholders following the Effective Time; and a third class (“Class III”), the initial term of which shall expire at the third annual meeting of stockholders following the Effective Time, with the directors in each class remaining in office following the expiration of their term until successors are elected and qualified. At each annual meeting of stockholders of the Corporation, the successors of the members of the class of directors whose term expires at that meeting shall be elected to hold office for a term expiring at the third succeeding annual meeting of stockholders, and following the expiration of such term, shall remain in office until their successors are elected and

qualified. Upon the Effective Time, the Board shall assign each director then in office to one of the three classes and, following such assignment, directors shall serve for a term of office applicable to such class. The holders of a majority of shares then entitled to vote at an election of directors may remove any director elected in accordance with the preceding two sentences, but only for cause.

Section 5.02 Management of Business. The following provisions are inserted for the management of the business and for the conduct of the affairs of the Corporation and for the purpose of creating, defining, limiting and regulating the powers of the Corporation and its directors and stockholders:

(a) Except as may otherwise be provided in a Preferred Stock Certificate of Designation with respect to vacancies or newly created directorships in respect of directors, if any, elected by the holders of one or more series of Preferred Stock, vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or other cause and newly created directorships resulting from any increase in the authorized number of directors shall only be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director.

(b) Advance notice of nominations for the election of directors shall be given in the manner and to the extent provided in the By-Laws of the Corporation.

(c) The election of directors may be conducted in any manner approved by the Board of Directors at the time when the election is held and need not be by written ballot.

(d) The Board of Directors shall have the power without the assent or vote of the stockholders to adopt, amend, alter or repeal the By-Laws of the Corporation. The stockholders of the Corporation may adopt, amend, alter or repeal any provision of the By-Laws but only upon the affirmative vote of the holders of three-fourths (3/4) or more of the combined voting power of the then outstanding stock of the Corporation entitled to vote thereon.

(e) There shall be no limitation on the qualification of any person to be elected as or to be a director of the Corporation or on the ability of any director to vote on any matter brought before the Board of Directors or any committee thereof, except (i) as required by applicable law, (ii) as set forth in this Restated Certificate of Incorporation (including any Preferred Stock Certificate of Designation) or (iii) as set forth in any By-Law adopted by the Board of Directors with respect to eligibility for election as a director upon reaching a specified age or, in the case of employee directors, with respect to the qualification for continuing service of directors upon ceasing employment with the Corporation.

ARTICLE VI.

LIABILITY OF DIRECTORS AND INDEMNIFICATION

Section 6.01 General. No director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of his or her fiduciary duty as

a director, except to the extent that such exemption from liability or limitation thereof is not permitted under the DGCL.

Section 6.02 Indemnification. The Corporation shall indemnify and advance expenses to each present and former director, and any person who has agreed to become a director, of the Corporation to the fullest extent permitted by the applicable provisions of the DGCL, as now in effect or hereafter amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification or advancement rights than such law permitted the Corporation to provide prior to such amendment), for any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, brought by reason of the fact that such person is or was or has agreed to become a director of the Corporation, whether (in the case of a present or former director) the basis of such proceeding is alleged action in an official capacity as a director or in any other capacity while serving as a director, provided that the Corporation shall not be obligated to indemnify or advance expenses to such person in respect of an action, suit or proceeding (or part thereof) instituted by such person, unless such action, suit or proceeding (or part thereof) (a) has been authorized by the Board of Directors or (b) is brought by such person to recover indemnification or an advancement of expenses pursuant to this Article VI and such person is successful in whole or in part in such action, suit or proceeding. The rights provided by this Article VI, Section 2 shall not limit or exclude any rights, indemnities or limitations of liability to which any director of the Corporation may be entitled, whether as a matter of law, under the By-Laws of the Corporation, by agreement, vote of the stockholders or disinterested directors of the Corporation, or otherwise.

Section 6.03 Repeal or Modification. Any repeal or modification of this Article VI shall not adversely affect any right or protection of a director of the Corporation existing in respect of any act or omission occurring prior to the time of such repeal or modification. If the DGCL is amended after the filing of this Restated Certificate of Incorporation to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended.

ARTICLE VII.

NO STOCKHOLDER ACTION BY WRITTEN CONSENT; SPECIAL MEETINGS

Section 7.01 Any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of the stockholders of the Corporation, and the ability of the stockholders to consent in writing to the taking of any action is specifically denied. A special meeting of the stockholders of the Corporation may be called only by or at the direction of the Board of Directors, and any right of the stockholders of the Corporation to call a special meeting of the stockholders is specifically denied.

ARTICLE VIII.

AMENDMENT

Section 8.01 The Corporation reserves the right to amend or repeal any provision contained in this Restated Certificate of Incorporation in the manner now or hereafter prescribed by the laws of the State of Delaware, and all rights herein conferred upon stockholders or directors (in the present form of this Restated Certificate of Incorporation or as hereinafter amended) are granted subject to this reservation; provided, however, that Articles V, VI, VII or VIII of this Restated Certificate of Incorporation shall not be amended, altered or repealed without the affirmative vote of the holders of at least three-fourths (3/4) of the combined voting power of the then outstanding stock of the Corporation entitled to vote thereon.

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IN WITNESS WHEREOF, this Restated Certificate of Incorporation which restates and integrates and further amends the provisions of the Certificate of Incorporation of this Corporation, and which has been duly adopted in accordance with Sections 242 and 245 of the DGCL, has been executed by its duly authorized office this 10th day of March, 2008.

NEW GIANT CORPORATION

By: /s/ Stephen A. Hellrung
Name: Stephen A. Hellrung
Title: Senior Vice President, General Counsel & Secretary

Exhibit 3.2

BY-LAWS

OF

GRAPHIC PACKAGING HOLDING COMPANY

As Amended and Restated on March 10, 2008

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GRAPHIC PACKAGING HOLDING COMPANY

BY-LAWS

ARTICLE I

STOCKHOLDERS

Section 1.01. Annual Meetings. The annual meeting of the stockholders of the Corporation for the election of directors and for the transaction of such other business as properly may come before such meeting shall be held at such place, either within or without the State of Delaware, or, within the sole discretion of the Board of Directors, by means of remote communication, and at such date and at such time, as may be fixed from time to time by resolution of the Board of Directors and set forth in the notice or waiver of notice of the meeting.

Section 1.02. Special Meetings. A special meeting of the stockholders of the Corporation may be called only by or at the direction of the Board of Directors. Such special meetings of the stockholders shall be held at such place, within or without the State of Delaware, or, within the sole discretion of the Board of Directors, by means of remote communication, as shall be specified in the respective notices or waivers of notice thereof. Any right of the stockholders of the Corporation to call a special meeting of the stockholders is specifically denied.

Section 1.03. Notice of Meetings; Waiver.

(a) The Secretary of the Corporation or any Assistant Secretary shall cause notice of the place, if any, date and hour of each meeting of the stockholders, and, in the case of a special meeting, the purpose or purposes for which such meeting is called, and the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, to be given personally or by mail or by electronic transmission, not fewer than ten (10) nor more than sixty (60) days prior to the meeting, to each stockholder of record entitled to vote at such meeting. If such notice is mailed, it shall be deemed to have been given personally to a stockholder when deposited in the United States mail, postage prepaid, directed to the stockholder at his or her address as it appears on the record of stockholders of the Corporation, or, if a stockholder shall have filed with the Secretary of the Corporation a written request that notices to such stockholder be mailed to some other address, then directed to such stockholder at such other address. Such further notice shall be given as may be required by law.

(b) A waiver of any notice of any annual or special meeting signed by the person entitled thereto, or a waiver by electronic transmission by the person entitled to notice, shall be deemed equivalent to notice. Neither the business to be transacted at, nor the purpose of, any annual or special meeting of the stockholders need be specified in a waiver of notice. Attendance of a stockholder at a meeting of stockholders shall constitute a waiver of notice of such meeting, except when the stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 1.04. Quorum. Except as otherwise required by law, applicable stock exchange rules or the Restated Certificate of Incorporation, the presence in person or by proxy of the holders of record of a majority of the voting power of the shares entitled to vote at a meeting of stockholders shall constitute a quorum for the transaction of business at such meeting.

Section 1.05. Voting. At all meetings of stockholders for the election of directors, directors shall be elected by a plurality of the votes cast. All other elections and questions shall, unless otherwise provided by the Restated Certificate of Incorporation, these By-Laws, the rules or regulations of any stock exchange applicable to the Corporation, applicable law or any regulation applicable to the Corporation or its securities, be decided by the affirmative vote of the holders of a majority in voting power of the shares of stock of the Corporation which are present in person or by proxy and entitled to vote thereon.

Section 1.06. Voting by Ballot. No vote of the stockholders on an election of directors need be taken by written ballot or by electronic transmission unless otherwise required by law. Any vote not required to be taken by ballot or by electronic transmission may be conducted in any manner approved by the Board of Directors.

Section 1.07. Adjournment. Any meeting of stockholders, annual or special, may be adjourned from time to time to reconvene at the same or some other place, time or date, by the chairman of the meeting or by the stockholders present in person or by proxy. If a quorum is not present at any meeting of the stockholders, the chairman of the meeting or stockholders present in person or by proxy shall have the power to adjourn any such meeting from time to time until a quorum is present. Notice of any adjourned meeting of the stockholders of the Corporation need not be given if the place, if any, date and hour thereof, and the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present and vote at such meeting, are announced at the meeting at which the adjournment is taken, provided, however, that if the adjournment is for more than thirty (30) days, or if after the adjournment a new record date for the adjourned meeting is fixed pursuant to Section 5.05 of these By-Laws, a notice of the adjourned meeting, conforming to the requirements of Section 1.03 hereof, shall be given to each stockholder of record entitled to vote at such meeting. At any adjourned meeting at which a quorum is present, any business may be transacted that might have been transacted on the original date of the meeting.

Section 1.08. Proxies. Any stockholder entitled to vote at any meeting of the stockholders may authorize another person or persons to vote at any such meeting and express such consent or dissent for him or her by proxy. A stockholder may authorize a valid proxy by executing a written instrument signed by such stockholder, or by causing his or her signature to be affixed to such writing by any reasonable means including, but not limited to, by facsimile signature, or by transmitting or authorizing the transmission of a telegram, cablegram or other means of electronic transmission to the person designated as the holder of the proxy, or a proxy solicitation firm or a like agent authorized by the person who will be the holder of the proxy to receive such transmission. No such proxy shall be voted or acted upon after the expiration of three (3) years from the date of such proxy, unless such proxy provides for a longer period. Every proxy shall be revocable at the pleasure of the stockholder executing it, except in those cases where the proxy states that it is irrevocable and the proxy is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing with the Secretary of the Corporation either an instrument revoking the proxy or another duly executed proxy bearing a later date. Proxies by telegram, cablegram or other electronic transmission must either set forth or be submitted with information from which it can be determined that the telegram, cablegram or other electronic transmission was authorized by the stockholder. Any copy, facsimile telecommunication or other reliable reproduction of a writing or transmission created pursuant to this section may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission.

Section 1.09. Conduct of Meetings. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the chairman of the meeting. The Board of Directors may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the chairman of any meeting of stockholders shall have the right and authority to convene and to adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairman of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chairman of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. The chairman of any meeting of stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall, if the facts warrant, determine and declare to the meeting that a matter or business was not properly brought before the meeting and if such presiding officer should so determine, such person shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

Section 1.10. Notice of Stockholder Business and Nominations.

(a) Annual Meetings of Stockholders.

(i) Nominations of persons for election to the Board of Directors of the Corporation and the proposal of business to be considered by the stockholders may be made at an annual meeting of stockholders (A) pursuant to the Corporation's notice of the meeting (or any supplement thereto), (B) by or at the direction of the Board of Directors or the Chairman of the Board, or (C) by any stockholder of the Corporation who is entitled to vote at the meeting, who complies with the notice procedures set forth in clauses (ii) and (iii) of this paragraph and who was a stockholder of record at the time such notice is delivered to the Secretary of the Corporation.

(ii) For nominations or other business to be properly brought before an annual meeting by a stockholder, pursuant to clause (C) of paragraph (a)(i) of this Section 1.10, the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation. To be timely, a stockholder's notice shall be delivered to the Secretary of the Corporation at the principal executive offices of the Corporation not fewer than ninety (90) days nor more than one hundred twenty (120) days prior to the first anniversary of the preceding year's annual meeting (which anniversary date, in the case of the first annual meeting of stockholders following the closing of the transactions contemplated by the Transaction Agreement and Agreement and Plan of Merger, dated as of July 9, 2007, among Graphic Packaging Corporation, a Delaware corporation, Bluegrass Container Holdings, LLC, a Delaware limited liability company ("BCH"), TPG Bluegrass IV, L.P., a Delaware limited partnership ("TPG IV"), TPG Bluegrass IV — AIV 2, L.P., a Delaware limited partnership ("TPG IV — AIV"), TPG Bluegrass V, L.P., a Delaware limited partnership ("TPG V"), TPG Bluegrass V — AIV 2, L.P., a Delaware limited partnership ("TPG V — AIV"), Field Holdings, Inc., a Delaware corporation ("Field Holdings"), TPG FOF V-A, L.P. ("FOF V-A"), TPG FOF V-A, L.P. ("FOF V-B") and BCH Management LLC, a Delaware limited liability company (together with Field Holdings, TPG IV, TPG IV — AIV, TPG V, TPG V — AIV, FOF V-A, FOF V-B and each owner of equity interests in BCH that joins the agreement pursuant to Section 5.13 thereto as a Seller (as defined therein), the "Sellers"), the Corporation, and Giant Merger Sub, Inc., a Delaware corporation (the "Transactions"), shall be deemed to be May 15, 2008) and in any event at least forty-five (45) days prior to the first anniversary of the date on which the Corporation first mailed its proxy materials for the preceding year's annual meeting of stockholders (which anniversary date of such mailing, as it relates to the first annual meeting of stockholders following the closing of the Transactions, shall be deemed to be April 17, 2008); provided that if the date of the annual meeting is advanced by more than thirty (30) days or delayed by more than seventy (70) days from such anniversary date of the preceding year's annual meeting, notice by the stockholder to be timely must be so delivered not earlier than one hundred twenty (120) days prior to such annual meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such annual meeting or the tenth (10th) day following the day on which public announcement of the date of such meeting is first made. In no event shall the adjournment or postponement of an annual meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. Such stockholder's notice shall set forth (A) as to each person whom the stockholder proposes to nominate for election or reelection as a director all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors, or is otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or any successor provisions, including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected; (B) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting (including the text of any resolution proposed for consideration), the reasons for conducting such business at the meeting and any material interest in such business of such stockholder and of any beneficial owner on whose behalf the proposal is made; and (C) as to the stockholder giving the notice and any beneficial owner on whose behalf the nomination or proposal is made (1) the name and address of such stockholder, as they appear on the Corporation's books, and of such beneficial owner, (2) the class and number of shares of the Corporation which are owned beneficially and of record by such stockholder and such beneficial owner, (3) a representation that the stockholder is a

holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to propose such business or nomination, and (4) a representation whether the stockholder or the beneficial owner, if any, intends or is part of a group which intends (a) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding capital stock required to approve or adopt the proposal or elect the nominee and/or (b) otherwise to solicit proxies from stockholders in support of such proposal or nomination. The foregoing notice requirements shall be deemed satisfied by a stockholder if the stockholder has notified the Corporation of his or her intention to present a proposal at an annual meeting in compliance with Rule 14a-8 (or any successor thereof) promulgated under the Exchange Act and such stockholder's proposal has been included in a proxy statement that has been prepared by the Corporation to solicit proxies for such annual meeting. The Corporation may require any proposed nominee to furnish such other information as it may reasonably require to determine the eligibility of such proposed nominee to serve as a director of the Corporation.

(iii) Notwithstanding anything in the second sentence of paragraph (a)(ii) of this Section 1.10 to the contrary, in the event that the number of directors to be elected to the Board of Directors of the Corporation is increased and there is no public announcement naming all of the nominees for director or specifying the size of the increased Board of Directors made by the Corporation at least one hundred (100) days prior to the first anniversary of the preceding year's annual meeting (which anniversary date, in the case of the first annual meeting of stockholders following the closing of the Transactions, shall be deemed to be May 15, 2008), a stockholder's notice under this paragraph shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary of the Corporation at the principal executive offices of the Corporation not later than the close of business on the tenth day following the day on which such public announcement is first made by the Corporation.

(b) Special Meetings of Stockholders. Only such business as shall have been brought before the special meeting of the stockholders pursuant to the Corporation's notice of meeting pursuant to Section 1.03 of these By-Laws shall be conducted at such meeting. Nominations of persons for election to the Board of Directors may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting (1) by or at the direction of the Board of Directors or (2) by any stockholder of the Corporation who is entitled to vote at the meeting, who complies with the notice procedures set forth in this Section 1.10 and who is a stockholder of record at the time such notice is delivered to the Secretary of the Corporation. Nominations by stockholders of persons for election to the Board of Directors may be made at such special meeting of stockholders if the stockholder's notice as required by paragraph (a)(ii) of this Section 1.10 shall be delivered to the Secretary of the Corporation at the principal executive offices of the Corporation not earlier than the one hundred and twentieth (120th) day prior to such special meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such special meeting or the tenth (10th) day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting. In no event shall the adjournment or postponement of a special meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(c) General.

(i) Only persons who are nominated in accordance with the procedures set forth in this Section 1.10 shall be eligible to be elected as directors and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 1.10. Except as otherwise provided by law, the Restated Certificate of Incorporation or these By-Laws, the chairman of the meeting shall have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made or proposed in accordance with the procedures set forth in this Section 1.10 and, if any proposed nomination or business is not made or proposed in compliance with this Section 1.10 (including whether the stockholder or beneficial owner, if any, on whose behalf the nomination or proposal is made solicited (or is part of a group which solicited) or did not so solicit, as the case may be, proxies in support of such stockholder's nominee or proposal in compliance with such stockholder's representation as required by clause (a)(ii)(C)(4) of this Section 1.10), to declare that such defective proposal or

nomination shall be disregarded. Notwithstanding the foregoing provision of this Section 1.10, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or business, such proposed nomination or business shall be disregarded, notwithstanding that proxies in respect of such vote may have been received by the Corporation.

(ii) For purposes of this Section 1.10, the term "public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14, or 15(d) of the Exchange Act.

(iii) Notwithstanding the foregoing provisions of this Section 1.10, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this Section 1.10. Nothing in this Section 1.10 shall be deemed to affect any rights (A) of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act, or (B) of the holders of any series of Preferred Stock, if any, to elect directors if so provided under any applicable Preferred Stock Certificate of Designation (as defined in the Restated Certificate of Incorporation).

Section 1.11. Inspectors of Elections. Preceding any meeting of the stockholders, the Board of Directors shall appoint one (1) or more persons to act as Inspectors of Elections, and may designate one (1) or more alternate inspectors. In the event no inspector or alternate is able to act, the person presiding at the meeting shall appoint one (1) or more inspectors to act at the meeting. No person who is a candidate for an office at an election may serve as an inspector at such election. Each inspector, before entering upon the discharge of the duties of an inspector, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspector shall:

(a) ascertain the number of shares outstanding and the voting power of each;

(b) determine the shares represented at a meeting and the validity of proxies and ballots;

(c) specify the information relied upon to determine the validity of electronic transmissions in accordance with Section 1.08 hereof;

(d) count all votes and ballots;

(e) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors;

(f) certify his or her determination of the number of shares represented at the meeting, and his or her count of all votes and ballots;

(g) appoint or retain other persons or entities to assist in the performance of the duties of inspector; and

(h) when determining the validity and counting of proxies and ballots, be limited to an examination of the proxies, any envelopes submitted with those proxies, any information provided in accordance with Section 1.08 of these By-Laws, ballots, the regular books and records of the Corporation and any other applicable information described in Section 231 of the Delaware General Corporation Law (the "DGCL"). The inspector may consider other reliable information for the limited purpose of reconciling proxies and ballots submitted by or on behalf of banks, brokers or their nominees or a similar person which represent more votes than the holder of a proxy is authorized by the record owner to cast or more votes than the stockholder holds of record. If the inspector considers other reliable information as outlined in this section, the inspector, at the time of his or her certification pursuant to paragraph (f) of this section, shall specify the precise information considered, the person or persons from whom the information was obtained, when this information was obtained, the means by which the information was obtained, and the basis for the inspector's belief that such information is accurate and reliable.

Section 1.12. Opening and Closing of Polls. The date and time for the opening and the closing of the polls for each matter to be voted upon at a stockholder meeting shall be announced at the meeting. The inspector shall be prohibited from accepting any ballots, proxies or votes or any revocations thereof or changes thereto after the closing of the polls, unless the Delaware Court of Chancery upon application by a stockholder shall determine otherwise.

Section 1.13. No Stockholder Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of the stockholders of the Corporation, and the ability of the stockholders to consent in writing to the taking of any action is specifically denied.

ARTICLE II

BOARD OF DIRECTORS

Section 2.01. General Powers. Except as may otherwise be provided by law, the Restated Certificate of Incorporation or these By-Laws, the property, affairs and business of the Corporation shall be managed by or under the direction of the Board of Directors and the Board of Directors may exercise all the powers of the Corporation.

Section 2.02. Number of Directors. The authorized number of directors constituting the entire Board of Directors shall be fixed from time to time in the manner provided in the Restated Certificate of Incorporation.

Section 2.03. Classified Board of Directors; Election of Directors. Subject to the rights, if any, of the holders of any series of Preferred Stock to elect directors pursuant to the provisions of a Preferred Stock Certificate of Designation (which directors shall not be classified pursuant to this sentence (unless so provided in the Preferred Stock Certificate of Designation)), the directors of the Corporation shall be classified with respect to the time for which they severally hold office into three classes, as nearly equal in number as possible: one class ("Class I"), the initial term of which shall expire at the first annual meeting of stockholders following the time of effectiveness of the Restated Certificate of Incorporation (the "Effective Time"); a second class ("Class II"), the initial term of which shall expire at the second annual meeting of stockholders following the Effective Time; and a third class ("Class III"), the initial term of which shall expire at the third annual meeting of stockholders following the Effective Time, with the directors in each class remaining in office following the expiration of their term until successors are elected and qualified. At each annual meeting of stockholders of the Corporation, the successors of the members of the class of directors whose term expires at that meeting shall be elected to hold office for a term expiring at the third succeeding annual meeting of stockholders, and following the expiration of such term, shall remain in office until their successors are elected and qualified. The holders of a majority of shares then entitled to vote at an election of directors may remove any director elected in accordance with the preceding two sentences, but only for cause.

Section 2.04. Chairman of the Board. The directors shall elect from among the members of the Board of Directors a Chairman of the Board (the "Chairman"). The Chairman may, but need not be, deemed an officer of the Corporation and shall have such duties and powers as set forth in these By-Laws or as shall otherwise be conferred upon the Chairman from time to time by the Board of Directors. The Chairman shall, if present, preside over all meetings of the stockholders of the Corporation and the Board of Directors. The Board of Directors shall by resolution establish a procedure to provide for an acting Chairman in the event the current Chairman is unable to serve or act in that capacity.

Section 2.05. Annual and Regular Meetings. The annual meeting of the Board of Directors for the purpose of electing officers and for the transaction of such other business as may come before the meeting shall be held as soon as reasonably practicable following adjournment of the annual meeting of the stockholders. Notice of such annual meeting of the Board of Directors need not be given. The Board of Directors from time to time may by resolution provide for the holding of regular meetings and fix the place (which may be within or without the State of Delaware) and the date and hour of such meetings. Notice of regular meetings need not be given; provided, however, that if the Board of Directors shall fix or change the time or place of any regular meeting, notice of such action shall be mailed promptly, or sent by telephone, including a voice messaging system or other system or

technology designed to record and communicate messages, telegraph, facsimile, electronic mail or other electronic means, to each director who shall not have been present at the meeting at which such action was taken, addressed to him or her at his or her usual place of business, or shall be delivered to him or her personally. Notice of such action need not be given to any director who submits a waiver of notice, whether before or after such meeting.

Section 2.06. Special Meetings; Notice. Special meetings of the Board of Directors shall be held whenever called by the Chairman or the President and Chief Executive Officer, at such place (within or without the State of Delaware), date and hour as may be specified in the respective notices or waivers of notice of such meetings. Special meetings of the Board of Directors also may be held whenever called pursuant to a resolution approved by directors constituting a majority of the total authorized number of directors. Special meetings of the Board of Directors may be called on twenty-four (24) hours' notice, if notice is given to each Director personally or by telephone, including a voice messaging system, or other system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail or other electronic means, or on five (5) days' notice, if notice is mailed to each director, addressed to him or her at his or her usual place of business or to such other address as any director may request by notice to the Secretary. Notice of any special meeting need not be given to any director who attends such meeting without protesting the lack of notice to him or her, prior to or at the commencement of such meeting, or to any director who submits a waiver of notice, whether before or after such meeting, and any business may be transacted thereat.

Section 2.07. Quorum; Voting. At all meetings of the Board of Directors, the presence of at least a majority of the total authorized number of directors shall constitute a quorum for the transaction of business. Except as otherwise required by the Restated Certificate of Incorporation, these By-Laws or by law, the affirmative vote of at least a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors.

Section 2.08. Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting of the Board of Directors to another time or place. No notice need be given of any adjourned meeting unless the time and place of the adjourned meeting are not announced at the time of adjournment, in which case notice conforming to the requirements of Section 2.05 of these By-Laws shall be given to each director.

Section 2.09. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent thereto in writing or by electronic transmission, and such writing, writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board of Directors. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 2.10. Regulations; Manner of Acting. To the extent consistent with applicable law, the Restated Certificate of Incorporation and these By-Laws, the Board of Directors may adopt by resolution such rules and regulations for the conduct of meetings of the Board of Directors and for the management of the property, affairs and business of the Corporation as the Board of Directors may deem appropriate. The directors shall act only as a Board of Directors or a duly appointed committee thereof and the individual directors shall have no power in their individual capacities.

Section 2.11. Action by Telephonic Communications. Members of the Board of Directors may participate in a meeting of the Board of Directors by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting.

Section 2.12. Resignations. Any director may resign at any time by submitting an electronic transmission or by delivering a written notice of resignation, signed by such director, to the Chairman or the Secretary of the Corporation. Unless otherwise specified therein, such resignation shall take effect upon delivery.

Section 2.13. Compensation. The amount, if any, which each director shall be entitled to receive as compensation for such director's services as such shall be fixed from time to time by resolution of the Board of Directors, provided that no director who is an officer or employee of the Corporation, shall be entitled to receive any

compensation for his or her services as a director (although such director shall be entitled to be reimbursed for any reasonable out-of-pocket expenses incurred in connection with his or her services as a director).

ARTICLE III

COMMITTEES OF THE BOARD OF DIRECTORS

Section 3.01. Committees. The Board of Directors, by resolution adopted by the affirmative vote of a majority of directors then in office, (a) shall designate an Audit Committee, a Compensation and Benefits Committee and a Nominating and Corporate Governance Committee and (b) may establish one (1) or more other committees of the Board of Directors; each committee to consist of such number of Directors as from time to time may be fixed by resolution of the Board of Directors. Any such committee shall serve at the pleasure of the Board of Directors. Each such committee shall have the powers and duties delegated to it by the Board of Directors, subject to the limitations set forth in the applicable provisions of the DGCL. The Board of Directors may elect one (1) or more of its members as alternate members of any such committee who may take the place of any absent or disqualified member or members at any meeting of such committee, upon request of the Chairman or the chairman of such committee. The Board of Directors shall not form an Executive Committee.

Section 3.02. Powers. Each committee, except as otherwise provided in this section, shall have and may exercise such powers of the Board of Directors as may be provided by resolution or resolutions of the Board of Directors. No committee shall have the power or authority:

(a) to approve or adopt, or recommend to the stockholders, any action or matter (other than the election or removal of directors) expressly required by the DGCL to be submitted to the stockholders for approval; or

(b) to adopt, amend or repeal the By-Laws of the Corporation.

Section 3.03. Proceedings. Each such committee may fix its own rules of procedure and may meet at such place (within or without the State of Delaware), at such time and upon such notice, if any, as it shall determine from time to time. Each such committee shall keep minutes of its proceedings and shall report such proceedings to the Board of Directors at the meeting of the Board of Directors next following any such proceedings.

Section 3.04. Quorum and Manner of Acting. Except as may be otherwise provided in the resolution creating such committee, at all meetings of any committee, the presence of members (or alternate members) constituting a majority of the total authorized membership of such committee shall constitute a quorum for the transaction of business. The act of the majority of the members present at any meeting at which a quorum is present shall be the act of such committee. Any action required or permitted to be taken at any meeting of any such committee may be taken without a meeting, if all members of such committee shall consent to such action in writing or by electronic transmission and such writing, writings or electronic transmission or transmissions are filed with the minutes of the proceedings of the committee. Such filing shall be in paper form if the minutes are in paper form and shall be in electronic form if the minutes are maintained in electronic form. The members of any such committee shall act only as a committee, and the individual members of such committee shall have no power in their individual capacities unless expressly authorized by the Board of Directors.

Section 3.05. Action by Telephonic Communications. Unless otherwise provided by the Board of Directors, members of any committee may participate in a meeting of such committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting.

Section 3.06. Resignations. Any member (and any alternate member) of any committee may resign from a committee at any time by delivering a notice of resignation by such member to the Board of Directors or the Chairman. Unless otherwise specified therein, such resignation shall take effect upon delivery.

Section 3.07. Removal. Any member (and any alternate member) of any committee may be removed from a committee at any time, either for or without cause, by resolution adopted by a majority of the entire Board of Directors.

Section 3.08. Vacancies. If any vacancy shall occur in any committee, by reason of disqualification, death, resignation, removal or otherwise, the remaining members (and any alternate members) shall continue to act, and any such vacancy may be filled by the Board of Directors.

ARTICLE IV

OFFICERS

Section 4.01. Number. The officers of the Corporation shall be elected by the Board of Directors and shall include a President and Chief Executive Officer, a Chief Financial Officer, one or more Vice Presidents, a Secretary and a Treasurer. The Board of Directors also may elect one or more Assistant Secretaries and Assistant Treasurers in such numbers as the Board of Directors may determine and appoint such other officers as the Board of Directors deems desirable. Any number of offices may be held by the same person. No officer need be a director of the Corporation.

Section 4.02. Election. Unless otherwise determined by the Board of Directors, the officers of the Corporation shall be elected by the Board of Directors at the annual meeting of the Board of Directors, and shall be elected to hold office until the next succeeding annual meeting of the Board of Directors. In the event of the failure to elect officers at such annual meeting, officers may be elected at any regular or special meeting of the Board of Directors. Each officer shall hold office until his or her successor has been elected and qualified, or until his or her earlier death, resignation or removal. In the event of a vacancy in the office of Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer, the President and Chief Executive Officer may appoint a replacement to serve until the next meeting of the Board of Directors where a successor is elected and qualified.

Section 4.03. The President and Chief Executive Officer. The President and Chief Executive Officer shall, subject to the direction of, and subject to general or specific resolutions approved by, the Board of Directors, (a) have general control and supervision of the policies and operations of the Corporation, see that all orders and resolutions of the Board of Directors are carried into effect, and report to the Board of Directors, (b) manage and administer the Corporation's business and affairs and perform all duties and exercise all powers usually pertaining to the office of a chief executive officer of a corporation, (c) have the authority to sign, in the name and on behalf of the Corporation, checks, orders, contracts, leases, notes, drafts and other documents and instruments in connection with the business of the Corporation, and together with the Secretary or an Assistant Secretary, conveyances of real estate and other documents and instruments to which the seal of the Corporation is affixed, (d) have the authority to cause the employment or appointment of such employees and agents of the Corporation as the conduct of the business of the Corporation may require, to fix their compensation, and to remove or suspend any employee or agent elected or appointed by the President and Chief Executive Officer, and (e) have such other powers as are contemplated by the other provisions of these By-Laws. The President and Chief Executive Officer shall perform such other duties and have such other powers as the Board of Directors or the Chairman may from time to time prescribe.

Section 4.04. The Vice Presidents. Each Vice President shall perform such duties and exercise such powers as may be assigned to him from time to time by the President and Chief Executive Officer.

Section 4.05. The Secretary. The Secretary shall have the following powers and duties:

(a) He or she shall keep or cause to be kept a record of all the proceedings of the meetings of the stockholders and of the Board of Directors in books or in an electronic format provided for that purpose.

(b) He or she shall cause all notices to be duly given in accordance with the provisions of these By-Laws and as required by law.

(c) Whenever any Committee shall be appointed pursuant to a resolution of the Board of Directors, he or she shall furnish a copy of such resolution to the members of such Committee.

(d) He or she shall be the custodian of the records and of the seal of the Corporation and cause such seal (or facsimile thereof) to be affixed, if required, to all certificates representing shares of the Corporation prior to the issuance thereof and to all instruments the execution of which on behalf of the Corporation under its seal shall have been duly authorized in accordance with these By-Laws, and when so affixed he may attest the same.

(e) He or she shall properly maintain and file all books, reports, statements, certificates and all other documents and records required by law, the Restated Certificate of Incorporation or these By-Laws.

(f) He or she shall have charge of the stock books and ledgers of the Corporation.

(g) He or she shall sign (unless the Treasurer, an Assistant Treasurer or Assistant Secretary shall have signed) certificates representing shares of the Corporation the issuance of which shall have been authorized by the Board of Directors.

(h) He or she shall perform, in general, all duties incident to the office of secretary and such other duties as may be specified in these By-Laws or as may be assigned to him or her from time to time by the Board of Directors or the President and Chief Executive Officer.

Section 4.06. The Chief Financial Officer. The Chief Financial Officer shall be the chief financial officer of the Corporation and shall have the following powers and duties:

(a) He or she shall have charge and supervision over and be responsible for the moneys, securities, receipts and disbursements of the Corporation, and shall keep or cause to be kept full and accurate records of all receipts of the Corporation.

(b) He or she shall render to the Board of Directors or the Audit Committee, whenever requested, a statement of the financial condition of the Corporation and of all his transactions as Chief Financial Officer, and render a full financial report at the annual meeting of the stockholders, if called upon to do so.

(c) He or she shall be empowered from time to time to require from all officers or agents of the Corporation reports or statements giving such information as he or she may desire with respect to any and all financial transactions of the Corporation.

(d) He or she shall perform, in general, all duties incident to the office of chief financial officer and such other duties as may be specified in these By-Laws or as may be assigned to him or her from time to time by the Board of Directors or the Chairman.

(e) The Chief Financial Officer shall report to the President and Chief Executive Officer.

Section 4.07. The Treasurer. The Treasurer shall be the treasurer of the Corporation and shall have the following powers and duties:

(a) He or she shall cause the moneys and other valuable effects of the Corporation to be deposited in the name and to the credit of the Corporation in such banks or trust companies or with such bankers or other depositaries as shall be selected in accordance with Section 8.04 of these By-Laws.

(b) He or she shall cause the moneys of the Corporation to be disbursed by check or drafts (signed as provided in Section 8.05 of these By-Laws) upon the authorized depositaries of the Corporation and cause to be taken and preserved proper vouchers for all moneys disbursed.

(c) He or she may sign (unless an Assistant Treasurer or the Secretary or an Assistant Secretary shall have signed) certificates representing stock of the Corporation the issuance of which shall have been authorized by the Board of Directors.

(d) He or she shall perform, in general, all duties incident to the office of treasurer and such other duties as may be specified in these By-Laws or as may be assigned to him or her from time to time by the Board of Directors or the Chief Financial Officer, to whom he shall report.

Section 4.08. Other Officers Elected by Board of Directors. At any meeting of the Board of Directors, the Board of Directors may elect such other officers of the Corporation as the Board of Directors may deem appropriate, and such other officers and agents shall hold their offices for such terms and shall exercise such powers and perform such duties as may be assigned to such officers by or pursuant to authorization of the Board of Directors or by the President and Chief Executive Officer. The Board of Directors from time to time may delegate to any officer the power to appoint subordinate officers and to prescribe their respective rights, terms of office, authorities and duties. Any such officer may remove any such subordinate officer appointed by him or her, for or without cause.

Section 4.09. Removal and Resignation; Vacancies. Any officer may be removed for or without cause at any time by the Board of Directors. Any officer may resign at any time by delivering a written notice of resignation, signed by such officer, to the Board of Directors or the President and Chief Executive Officer. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise, shall be filled by or pursuant to authorization of the Board of Directors.

Section 4.10. Authority and Duties of Officers. The officers of the Corporation shall have such authority and shall exercise such powers and perform such duties as may be specified in these By-Laws or as may be determined from time to time by the Board of Directors, except that in any event each officer shall exercise such powers and perform such duties as may be required by law.

ARTICLE V

CAPITAL STOCK

Section 5.01. Certificates of Stock, Uncertificated Shares. The shares of the Corporation shall be represented by certificates, provided that the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of the stock of the Corporation shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until each such certificate is surrendered to the Corporation. A certificate representing shares of the Corporation shall be signed by, or in the name of the Corporation by, (a) the Chairman or Vice Chairman (if any) of the Board of Directors or by the President or a Vice President, and (b) by the Secretary or an Assistant Secretary, or the Treasurer or an Assistant Treasurer.

Section 5.02. Signatures; Facsimile. All signatures on the certificate referred to in Section 5.01 of these By-Laws may be in facsimile, engraved or printed form, to the extent permitted by law. In case any officer, transfer agent or registrar who has signed, or whose facsimile, engraved or printed signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

Section 5.03. Lost, Stolen or Destroyed Certificates. The Corporation may direct that a new certificate be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon delivery to the Corporation of an affidavit of the owner or owners of such certificate, setting forth such allegation. The Corporation may require the owner of such lost, stolen or destroyed certificate, or his or her legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of any such new certificate.

Section 5.04. Transfer of Stock. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares, duly endorsed or accompanied by appropriate evidence of succession, assignment or authority to transfer, the Corporation shall, subject to any applicable restrictions on transfer conspicuously noted thereon, issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books. Within a reasonable time after the transfer of uncertificated stock, the Corporation shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to the laws of the DGCL. Subject to the provisions of the Restated Certificate of Incorporation and these By-Laws, the Board of Directors may prescribe such additional rules and regulations as it may deem appropriate relating to the issue, transfer and registration of shares of the Corporation.

Section 5.05. Record Date. In order to determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix, in advance, a record date, which record date shall not precede the date on which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than sixty (60) nor fewer than ten (10) days before the date of such meeting. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting, provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights of the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 5.06. Registered Stockholders. Prior to due surrender of a certificate for registration of transfer, the Corporation may treat the registered owner as the person exclusively entitled to receive dividends and other distributions, to vote, to receive notice and otherwise to exercise all the rights and powers of the owner of the shares represented by such certificate, and the Corporation shall not be bound to recognize any equitable or legal claim to or interest in such shares on the part of any other person, whether or not the Corporation shall have notice of such claim or interests. Whenever any transfer of shares shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer if, when the certificates are presented to the Corporation for transfer or uncertificated shares are requested to be transferred, both the transferor and transferee request the Corporation to do so.

Section 5.07. Transfer Agent and Registrar. The Board of Directors may appoint one (1) or more transfer agents and one (1) or more registrars, and may require all certificates representing shares to bear the signature of any such transfer agents or registrars.

ARTICLE VI

INDEMNIFICATION

Section 6.01. Nature of Indemnity. The Corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding including any appeal therefrom (a “Proceeding”), whether civil, criminal, administrative or investigative, whether brought in the name of the Corporation or otherwise, by reason of the fact that he or she is or was or has agreed to become a director, officer or employee of the Corporation, or while a director, officer or employee of the Corporation is or was serving or has agreed to serve at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, not-for-profit entity, joint venture, trust or other enterprise including service with respect to an employee benefit plan, or by reason of any action alleged to have been taken or omitted in such capacity or (in the case of a present or former director, officer, employee or agent) in any other capacity while serving as a director, officer, employee or agent, and may indemnify any person who was or is a party or is threatened to be made a party to such a Proceeding by reason of the fact that he or she is or was or has agreed to become an agent of the Corporation, or while an agent of the Corporation is or was serving or has agreed to serve at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, not-for-profit entity, joint venture, trust or other enterprise including service with respect to an employee benefit plan, against expenses (including attorneys' fees), liabilities, loss, ERISA excise taxes or penalties, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her or on his or her behalf in connection with such Proceeding to the fullest extent permitted by Delaware law, as the same exists or may hereafter be amended (but in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment). Notwithstanding the foregoing, but subject to Section 6.05 of these By-Laws, the Corporation shall not be obligated to indemnify a director, officer or employee of the Corporation in respect of a Proceeding (or part thereof) instituted by such person, unless such Proceeding (or part thereof) has been authorized by the Board of Directors.

Section 6.02. Successful Defense. To the extent that a present or former director, officer or employee of the Corporation has been successful on the merits or otherwise in defense of any Proceeding referred to in Section 6.01 hereof or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Section 6.03. Determination that Indemnification is Proper. Any indemnification of a present or former director, officer or employee of the Corporation under Section 6.01 hereof (unless ordered by a court) shall be made by the Corporation upon a determination that indemnification of the present or former director, officer or employee is proper in the circumstances because he or she has met the applicable standard of conduct required by Delaware law to be indemnified. Any indemnification of a present or former agent of the Corporation under Section 6.01 hereof (unless ordered by a court) may be made by the Corporation upon a determination that indemnification of the present or former agent is proper in the circumstances because he or she has met the applicable standard of conduct required by Delaware law to be indemnified. Any such determination shall be made, with respect to a person who is a director or officer at the time of such determination, (a) by a majority vote of the directors who are not parties to such Proceeding, even though less than a quorum, (b) by a committee of such directors designated by majority vote of such directors, even though less than a quorum, (c) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (d) by the stockholders of the Corporation.

Section 6.04. Advance Payment of Expenses. Expenses (including attorneys' fees) incurred by a current or former director or officer in defending any civil, criminal, administrative or investigative Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding; provided, however, that if the DGCL requires, an advancement of expenses incurred by a current director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was rendered by such director or officer) shall be made only upon delivery to the Corporation of an undertaking by or on behalf of such director or officer to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such director or officer is not entitled to be indemnified for such expenses under this Section 6.04 or otherwise. Such expenses (including attorneys' fees) incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate. The Board of Directors may authorize the Corporation's counsel to represent such director, officer, employee or agent in any Proceeding, whether or not the Corporation is a party to such Proceeding.

Section 6.05. Procedure for Indemnification. Any indemnification of a director, officer or employee under Sections 6.01 and 6.02, or advance of costs, charges and expenses to a present or former director or officer under Section 6.04 of these By-Laws, shall be made promptly, and in any event within thirty (30) days, upon the written request of such person. If the Corporation denies a written request for indemnity or advancement of expenses, in whole or in part, or if payment in full pursuant to such request is not made within thirty (30) days, the right to indemnification or advances as granted by this Article VI shall be enforceable by the director, officer or employee in any court of competent jurisdiction. Such person's costs and expenses (a) incurred in connection with successfully establishing his or her right to indemnification, in whole or in part, in any such Proceeding, or (b) incurred in connection with successfully defending, in whole or in part, a suit brought by the Corporation to recover an advancement of expenses pursuant to an undertaking, shall also be indemnified by the Corporation. (i) It shall be a defense to any such Proceeding brought by a person seeking to enforce his or her right to indemnification (but shall not be a defense in an action brought to enforce a claim for the advancement of costs, charges and expenses under Section 6.04 of these By-Laws where the required undertaking, if any, has been received by the Corporation), and (ii) the Corporation shall be entitled to recover an advancement of expenses pursuant to an undertaking upon a

final adjudication of an action for such recovery, that the claimant has not met the standard of conduct required by Delaware law to be indemnified, but the burden of proving the failure to meet such standard of conduct shall be on the Corporation. Neither the failure of the Corporation (including its directors, a committee of directors, its independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct required by Delaware law to be indemnified, nor the fact that there has been an actual determination by the Corporation (including its directors, a committee of directors, its independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall create a presumption that the claimant has not met the applicable standard of conduct.

Section 6.06. Survival; Preservation of Other Rights. The foregoing indemnification and advancement provisions shall be deemed to be a contract between the Corporation and each person who is or was or has agreed to become a director, officer or employee who serves in any such capacity at any time while these provisions as well as the relevant provisions of the DGCL are in effect and any repeal or modification thereof shall not affect any right or obligation then existing with respect to any state of facts then or previously existing or any Proceeding previously or thereafter brought or threatened based in whole or in part upon any such state of facts. Such a "contract right" may not be modified retroactively without the consent of such director, officer or employee.

The indemnification and advancement of expenses provided by this Article VI shall not be deemed exclusive of any other rights to which those indemnified or advanced expenses may be entitled under any by-law, agreement, vote of stockholders or directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer or employee and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 6.07. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was or has agreed to become a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person or on such person's behalf in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article VI.

Section 6.08. Severability. If this Article VI or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each director, officer or employee and may indemnify each agent of the Corporation as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to a Proceeding, whether civil, criminal, administrative or investigative, including a Proceeding by or in the right of the Corporation, to the fullest extent permitted by any applicable portion of this Article VI that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE VII

OFFICES

Section 7.01. Registered Office. The registered office of the Corporation in the State of Delaware shall be located at Corporation Service Company, 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle.

Section 7.02. Other Offices. The Corporation may maintain offices or places of business at such other locations within or without the State of Delaware as the Board of Directors may from time to time determine or as the business of the Corporation may require.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.01. Dividends. Subject to any applicable provisions of law and the Restated Certificate of Incorporation, dividends upon the shares of the Corporation may be declared by the Board of Directors at any regular or special meeting of the Board of Directors and any such dividend may be paid in cash, property, or shares of the Corporation's capital stock.

A member of the Board of Directors, or a member of any committee designated by the Board of Directors shall be fully protected in relying in good faith upon the records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees, or committees of the Board of Directors, or by any other person as to matters such director reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation, as to the value and amount of the assets, liabilities and/or net profits of the Corporation, or any other facts pertinent to the existence and amount of surplus or other funds from which dividends might properly be declared and paid.

Section 8.02. Reserves. There may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, thinks proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation or for such other purpose as the Board of Directors shall think conducive to the interest of the Corporation, and the Board of Directors may similarly modify or abolish any such reserve.

Section 8.03. Execution of Instruments. The Board of Directors may authorize, or provide for the authorization of, officers, employees or agents to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation. Any such authorization must be in writing or by electronic transmission and may be general or limited to specific contracts or instruments.

Section 8.04. Deposits. Any funds of the Corporation may be deposited from time to time in such banks, trust companies or other depositaries as may be determined by (a) the Board of Directors or the President and Chief Executive Officer or (b) such officers or agents as may be authorized to make such determination by the Board of Directors or the President and Chief Executive Officer.

Section 8.05. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such agent or agents of the Corporation, and in such manner, as the Board of Directors or the President and Chief Executive Officer from time to time may determine.

Section 8.06. Sale, Transfer, etc. of Securities. To the extent authorized by the Board of Directors, the President and Chief Executive Officer, any Vice President, the Secretary of the Corporation, the Chief Financial Officer or the Treasurer or any other officers designated by the Board of Directors may sell, transfer, endorse, and assign any shares of stock, bonds or other securities owned by or held in the name of the Corporation, and may make, execute and deliver in the name of the Corporation, under its corporate seal, any instruments that may be appropriate to effect any such sale, transfer, endorsement or assignment.

Section 8.07. Voting as Stockholder. Unless otherwise determined by resolution of the Board of Directors, the President and Chief Executive Officer or any Vice President shall have full power and authority on behalf of the Corporation to attend any meeting of stockholders of any corporation in which the Corporation may hold stock, and to act, vote (or execute proxies to vote) and exercise in person or by proxy all other rights, powers and privileges incident to the ownership of such stock. Such officers acting on behalf of the Corporation shall have full power and authority to execute any instrument expressing consent to or dissent from any action of any such corporation without a meeting. The Board of Directors may by resolution from time to time confer such power and authority upon any other person or persons.

Section 8.08. Fiscal Year. The fiscal year of the Corporation shall commence on the first day of January of each year (except for the Corporation's first fiscal year which shall commence on the date of incorporation) and shall terminate in each case on December 31.

Section 8.09. Seal. The seal of the Corporation shall be circular in form and shall contain the name of the Corporation, the year of its incorporation and the words "Corporate Seal" and "Delaware." The form of such seal shall be subject to alteration by the Board of Directors. The seal may be used by causing it or a facsimile thereof to be impressed, affixed or reproduced, or may be used in any other lawful manner.

Section 8.10. Books and Records. Except to the extent otherwise required by law, the books and records of the Corporation shall be kept at such place or places within or without the State of Delaware as may be determined from time to time by the Board of Directors.

ARTICLE IX

AMENDMENT OF BY-LAWS

Section 9.01. Amendment. These By-Laws may be amended, altered or repealed:

(a) by resolution adopted by a majority of the entire Board of Directors; or

(b) upon the affirmative vote of the holders of three-fourths (3/4) or more of the combined voting power of the outstanding shares of the Corporation entitled to vote thereon.

ARTICLE X

CONSTRUCTION

Section 10.01. Construction. In the event of any conflict between the provisions of these By-Laws as in effect from time to time and the provisions of the Restated Certificate of Incorporation of the Corporation as in effect from time to time, the provisions of such Restated Certificate of Incorporation shall be controlling.

Exhibit 3.3

GRAPHIC PACKAGING HOLDING COMPANY

Certificate of Designation,
Preferences and Rights
Pursuant to Section 151
of the General Corporation Law
of the State of Delaware

Certificate of Designation,
Preferences and Rights
of
Series A Junior Participating Preferred Stock

I, Stephen A. Hellrung, being the Secretary of Graphic Packaging Holding Company, a Delaware corporation (the "*Corporation*"), do hereby certify that, pursuant to authority expressly vested in the Board of Directors of the Corporation by the provisions of the Restated Certificate of Incorporation of the Corporation (the "*Restated Certificate of Incorporation*"), the Board of Directors duly adopted the following resolution and that this Certificate of Designation was the Certificate of Designation attached as an Exhibit to such resolution:

FURTHER RESOLVED, that the Certificate of Designation set forth in Exhibit A to the Rights Agreement, in the form attached hereto, be, and hereby is, adopted in all respects;

Section 1. *Designation and Number of Shares*. 500,000 shares of the Preferred Stock of the Corporation shall constitute a series of Preferred Stock designated as Series A Junior Participating Preferred Stock (hereinafter referred to as the "*Series A Preferred Stock*"). Such number of shares may be increased or decreased by resolution of the Board of Directors; *provided*, that no decrease shall reduce the number of shares of Series A Preferred Stock to a number less than (*a*) the number of shares then outstanding plus (*b*) the number of shares reserved for issuance upon the exercise of outstanding options, rights or warrants or upon the conversion of any outstanding securities issued by the Corporation convertible into or exchangeable for Series A Preferred Stock.

Section 2. *Dividends and Distributions*.

(a) Subject to the rights of the holders of any shares of any series of Preferred Stock (or any other stock) ranking prior and superior to the Series A Preferred Stock with respect to dividends, the holders of shares of Series A Preferred Stock, in preference to the holders of Common Stock, par value $0.01 of the Corporation (the "*Common Stock*") and of any other class or series of junior stock that may be outstanding, shall be entitled to receive, when, as and if declared by the Board of Directors out of funds legally available for the purpose, annual dividends payable in cash on the fifteenth day of December in each year (each such date being referred to herein as a "*Dividend Payment Date*"), commencing on the first Dividend Payment Date after the first issuance of a share or fraction of a share of Series A Preferred Stock, in an amount per share (rounded to the nearest cent) equal to the greater of (*i*) $10.00 per share, or (*ii*) subject to the provision for adjustment hereinafter set forth, 1,000 times the aggregate per share amount of all cash dividends, and 1,000 times the aggregate per share amount (payable in kind) of all non-cash dividends or other distributions, other than a dividend payable in shares of Common Stock or a subdivision of the outstanding shares of Common Stock (by reclassification or otherwise), declared on the Common Stock since the immediately preceding Dividend Payment Date, or, with respect to the first Dividend Payment Date, since the first issuance of any share or fraction of a share of Series A Preferred Stock. In the event the Corporation shall at any time after March 10, 2008 declare or pay any dividend on Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise) into a greater or lesser number of shares of Common Stock, then in each such case the amount to which holders of shares of Series A Preferred Stock were entitled immediately prior to such event under clause (ii) of the

preceding sentence shall be adjusted by multiplying such amount by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(b) The Corporation shall declare a dividend or distribution on the Series A Preferred Stock as provided in paragraph (a) of this Section 2 immediately after it declares a dividend or distribution on the Common Stock (other than a dividend payable in shares of Common Stock); *provided* that, in the event no dividend or distribution shall have been declared on the Common Stock during the period between any Dividend Payment Date and the next subsequent Dividend Payment Date, a dividend of $10.00 per share on the Series A Preferred Stock shall nevertheless be payable on such subsequent Dividend Payment Date.

(c) Dividends shall begin to accrue and be cumulative on outstanding shares of Series A Preferred Stock from the Dividend Payment Date next preceding the date of issue of such shares of Series A Preferred Stock, unless the date of issue of such shares is prior to the record date for the first Dividend Payment Date, in which case dividends on such shares shall begin to accrue from the date of issue of such shares, or unless the date of issue is a Dividend Payment Date or is a date after the record date for the determination of holders of shares of Series A Preferred Stock entitled to receive a quarterly dividend and before such Dividend Payment Date, in either of which events such dividends shall begin to accrue and be cumulative from such Dividend Payment Date. Accrued but unpaid dividends shall accumulate but shall not bear interest. Dividends paid on the shares of Series A Preferred Stock in an amount less than the total amount of such dividends at the time accrued and payable on such shares shall be allocated *pro rata* on a share-by-share basis among all such shares at the time outstanding. The Board of Directors may fix a record date for the determination of holders of shares of Series A Preferred Stock entitled to receive payment of a dividend or distribution declared thereon, which record date shall be not more than 60 days prior to the date fixed for the payment thereof.

Section 3. *Voting Rights*. The holders of shares of Series A Preferred Stock shall have the following voting rights:

(a) Subject to the provisions for adjustment as hereinafter set forth, each share of Series A Preferred Stock shall entitle the holder thereof to 1,000 votes (and each one one-thousandth of a share of Series A Preferred Stock shall entitle the holder thereof to one vote) on all matters submitted to a vote of the stockholders of the Corporation. In the event the Corporation shall at any time after March 10, 2008 declare or pay any dividend on Common Stock payable in shares of Common Stock or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise) into a greater or lesser number of shares of Common Stock, then in each such case the number of votes per share to which holders of shares of Series A Preferred Stock were entitled immediately prior to such event shall be adjusted by multiplying such number by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(b) Except as otherwise provided herein, in the Certificate of Incorporation, in any other certificate of designation creating a series of preferred stock or any similar stock, or by law, the holders of shares of Series A Preferred Stock and the holders of shares of Common Stock and any other capital stock of the Corporation having general voting rights shall vote together as one class on all matters submitted to a vote of stockholders of the Corporation.

(c) Except as provided herein, in Section 10 or by applicable law, holders of Series A Preferred Stock shall have no special voting rights and their consent shall not be required (except to the extent they are entitled to vote with holders of Common Stock as set forth herein) for authorizing or taking any corporate action.

Section 4. *Certain Restrictions*.

(a) Whenever quarterly dividends or other dividends or distributions payable on the Series A Preferred Stock as provided in Section 2 are in arrears, thereafter and until all accrued and unpaid dividends and distributions, whether or not declared, on shares of Series A Preferred Stock outstanding shall have been paid in full, the Corporation shall not:

(i) declare or pay dividends on, make any other distributions on any shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding-up) to the Series A Preferred Stock;

(ii) declare or pay dividends, or make any other distributions, on any shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series A Preferred Stock except dividends paid ratably on the Series A Preferred Stock, and all such parity stock on which dividends are payable or in arrears in proportion to the total amounts to which the holders of all such shares are then entitled;

(iii) redeem or purchase or otherwise acquire for consideration shares of any stock ranking junior (either as to dividends or upon liquidation, dissolution or winding-up) to the Series A Preferred Stock, *provided* that the Corporation may at any time redeem, purchase or otherwise acquire shares of any such junior stock in exchange for shares of any stock of the Corporation ranking junior (either as to dividends or upon dissolution, liquidation or winding up) to the Series A Preferred Stock; or

(iv) purchase or otherwise acquire for consideration any shares of Series A Preferred Stock, or any shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding-up) with the Series A Preferred Stock, except in accordance with a purchase offer made in writing or by publication (as determined by the Board of Directors) to all holders of such shares upon such terms as the Board of Directors, after consideration of the respective annual dividend rates and other relative rights and preferences of the respective series and classes, shall determine in good faith will result in fair and equitable treatment among the respective series or classes.

(b) The Corporation shall not permit any subsidiary of the Corporation to purchase or otherwise acquire for consideration any shares of stock of the Corporation unless the Corporation could, under paragraph (a) of this Section 4, purchase or otherwise acquire such shares at such time and in such manner.

Section 5. *Reacquired Shares*. Any shares of Series A Preferred Stock purchased or otherwise acquired by the Corporation in any manner whatsoever, shall be retired and canceled promptly after the acquisition thereof. The Corporation shall take all such actions as are necessary to cause all such shares to become authorized but unissued shares of preferred stock, without designation as to series, and may be reissued as part of a new series of preferred stock to be created by resolution or resolutions of the Board of Directors, subject to the conditions and restrictions on issuance set forth herein, in the Certificate of Incorporation, in any other certificate of designation creating a series of preferred stock or any similar stock or as otherwise required by law.

Section 6. *Liquidation, Dissolution or Winding-Up*. Upon any voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, no distribution shall be made (*a*) to the holders of shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding-up) to the Series A Preferred Stock unless prior thereto, the holders of shares of Series A Preferred Stock shall have received the higher of (*i*) $1,000 per share, plus an amount equal to accrued and unpaid dividends and distributions thereon, whether or not declared, to the date of such payment, or (*ii*) an aggregate amount per share, subject to the provision for adjustment hereinafter set forth, equal to 1,000 times the aggregate amount to be distributed per share to holders of Common Stock; nor shall any distribution be made (*b*) to the holders of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding-up) with the Series A Preferred Stock, except distributions made ratably on the Series A Preferred Stock and all other such parity stock in proportion to the total amounts to which the holders of all such shares are entitled upon such liquidation, dissolution or winding-up. In the event the Corporation shall at any time after March 10, 2008 declare or pay any dividend on Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise) into a greater or lesser number of shares of Common Stock, then in each such case the aggregate amount to which holders of shares of Series A Preferred Stock were entitled immediately prior to such event under the provision in clause (a) of the preceding sentence shall be adjusted by multiplying such amount by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

Section 7. *Consolidation, Merger, etc.* In case the Corporation shall enter into any consolidation, merger, combination or other transaction in which the shares of Common Stock are exchanged for or changed into other stock or securities, cash and/or any other property, or otherwise changed, then in any such case each share of Series A Preferred Stock shall at the same time be similarly exchanged or changed into an amount per share (subject to the provision for adjustment hereinafter set forth) equal to 1,000 times the aggregate amount of stock, securities, cash and/or any other property (payable in kind), as the case may be, into which or for which each share of Common Stock is changed or exchanged. In the event the Corporation shall at any time after March 10, 2008 declare or pay any dividend on Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise) into a greater or lesser number of shares of Common Stock, then in each such case the amount set forth in the preceding sentence with respect to the exchange or change of shares of Series A Preferred Stock shall be adjusted by multiplying such amount by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

Section 8. *No Redemption.* The shares of Series A Preferred Stock shall not be redeemable.

Section 9. *Rank*. Unless otherwise provided in the Certificate of Incorporation or a certificate of designation relating to a subsequent series of preferred stock of the Corporation, the Series A Preferred Stock shall rank junior to all other series of the Corporation's preferred stock as to the payment of dividends and the distribution of assets on liquidation, dissolution or winding-up, and senior to the Common Stock.

Section 10. *Amendment.* The Certificate of Incorporation shall not be amended in any manner, including in any merger or consolidation, which would materially alter or change the powers, preferences or special rights of the Series A Preferred Stock so as to affect them adversely without the affirmative vote of the holders of at least two-thirds of the outstanding shares of Series A Preferred Stock, voting together as a single class.

Section 11. *Fractional Shares*. Series A Preferred Stock may be issued in fractions of a share (in one one-thousandths of a share and integral multiples thereof) which shall entitle the holder, in proportion to such holder's fractional shares, to exercise voting rights, receive dividends, participate in distributions and to have the benefit of all other rights of holders of Series A Preferred Stock.

IN WITNESS WHEREOF, this Certificate of Designation is executed on behalf of the Corporation by the undersigned, its duly authorized officer this 10th day of March 2008.

/s/ Stephen A. Hellrung
Stephen A. Hellrung
Senior Vice President, General Counsel and Secretary

Exhibit 4.1

SUPPLEMENTAL INDENTURE IN RESPECT OF NOTE GUARANTEE

SUPPLEMENTAL INDENTURE, dated as of March 10, 2008 (this “Supplemental Indenture”), among Altivity Packaging, LLC, Battle Creek Properties, LLC, Bluegrass Container Canada Holdings, LLC, Bluegrass Container Holdings, LLC, Bluegrass Flexible Packaging Company, LLC, Bluegrass Folding Carton Company, LLC, Bluegrass Labels Company, LLC, Bluegrass Mills Holdings Company, LLC, Bluegrass Multiwall Bag Company, LLC, Bluegrass SLC Corp., FCC Real Estate, LLC, FHI Properties, LLC, Field Container Company, L.P., Field Container Management Company, LLC, Field Container Management, LLC, Field Container Queretaro (USA), L.L.C., Handschy Holdings, LLC, Handschy Industries, LLC, Marion Properties, LLC, MCP Management, LLC, Michigan Paperboard, L.P., Pekin Paperboard Company, L.P., Pekin Paperboard Management, LLC, Pekin Properties, LLC, Riverdale Industries, LLC, Tuscaloosa Properties, LLC and West Monroe Properties, LLC (all of the preceding, collectively the “Subsidiary Guarantors”), Graphic Packaging Holding Company, a corporation duly organized and existing under the laws of the State of Delaware (the “New Parent Guarantor”, and together with the Subsidiary Guarantors, each a “New Note Guarantor” and collectively the “New Note Guarantors”), Graphic Packaging International, Inc., a corporation duly organized and existing under the laws of the State of Delaware (together with its respective successors and assigns, the “Company”), Graphic Packaging Corporation and Wells Fargo Bank, National Association, successor by merger to Wells Fargo Bank Minnesota, National Association, as Trustee under the Indenture referred to below.

WITNESSETH:

WHEREAS, the Company, any Existing Guarantors and the Trustee have heretofore become parties to an Indenture, dated as of August 8, 2003 (as amended, supplemented, waived or otherwise modified, the “Indenture”), providing for the issuance of 9.50% Senior Subordinated Notes due 2013 of the Company (the “Notes”);

WHEREAS, Section 1308 of the Indenture provides that the Company is required to cause the Subsidiary Guarantors to execute and deliver to the Trustee a supplemental indenture pursuant to which the Subsidiary Guarantors shall guarantee the Company’s Guaranteed Note Obligations under the Notes pursuant to a Note Guarantee on the terms and conditions set forth herein and in Article Thirteen of the Indenture;

WHEREAS, the Company also desires to cause the New Parent Guarantor to join in such supplemental indenture pursuant to which the New Parent Guarantor shall guarantee the Company’s Guaranteed Note Obligations under the Notes pursuant to a Note Guarantee on the terms and conditions set forth herein and in Article Thirteen of the Indenture;

WHEREAS, each New Note Guarantor desires to enter into such supplemental indenture for good and valuable consideration, including substantial economic benefit in that the financial performance and condition of such Note Guarantor is dependent on the financial performance and condition of the Company, the obligations hereunder of which such Note Guarantor has

guaranteed, and on such Note Guarantor's access to working capital through the Company's access to revolving credit borrowings under the Senior Credit Agreement; and

WHEREAS, pursuant to Section 901 of the Indenture, the parties hereto are authorized to execute and deliver this Supplemental Indenture to amend the Indenture, without the consent of any Holder;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the New Note Guarantors, the Company, the Existing Guarantors and the Trustee mutually covenant and agree for the benefit of the Holders of the Notes as follows:

1. Defined Terms. As used in this Supplemental Indenture, terms defined in the Indenture or in the preamble or recital hereto are used herein as therein defined. The words "herein," "hereof" and "hereby" and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

2. Agreement to Guarantee. Each New Note Guarantor hereby agrees, jointly and severally with all other New Note Guarantors and fully and unconditionally, to guarantee the Guaranteed Note Obligations under the Indenture and the Notes on the terms and subject to the conditions set forth in Article Thirteen of the Indenture and to be bound by (and shall be entitled to the benefits of) all other applicable provisions of the Indenture as a Note Guarantor. The New Parent Guarantor shall be deemed to be a "Parent Guarantor" as defined in the Indenture. The Note Guarantee of each New Note Guarantor is subject to the subordination provisions of the Indenture.

3. Termination, Release and Discharge. Each New Note Guarantor's Note Guarantee shall terminate and be of no further force or effect, and each New Note Guarantor shall be released and discharged from all obligations in respect of such Note Guarantee, as and when provided in Section 1303 of the Indenture.

4. Parties. Nothing in this Supplemental Indenture is intended or shall be construed to give any Person, other than the Holders and the Trustee, any legal or equitable right, remedy or claim under or in respect of each New Note Guarantor's Note Guarantee or any provision contained herein or in Article Thirteen of the Indenture.

5. Governing Law. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THE TRUSTEE, THE COMPANY, ANY OTHER OBLIGOR IN RESPECT OF THE NOTES AND (BY THEIR ACCEPTANCE OF THE NOTES) THE HOLDERS AGREE TO SUBMIT TO THE JURISDICTION OF ANY UNITED STATES FEDERAL OR STATE COURT LOCATED IN THE BOROUGH OF MANHATTAN, IN THE CITY OF NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE.

6. Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby. The Trustee makes no representation or warranty as to the validity or sufficiency of this Supplemental Indenture or as to the accuracy of the recitals to this Supplemental Indenture.

7. Counterparts. The parties hereto may sign one or more copies of this Supplemental Indenture in counterparts, all of which together shall constitute one and the same agreement.

8. Headings. The section headings herein are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

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

GRAPHIC PACKAGING INTERNATIONAL, INC.

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

GRAPHIC PACKAGING CORPORATION,
as Existing Guarantor

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

(Signatures Continued on Next Page)

ALTIVITY PACKAGING, LLC
BATTLE CREEK PROPERTIES, LLC
BLUEGRASS CONTAINER CANADA HOLDINGS, LLC
BLUEGRASS CONTAINER HOLDINGS, LLC
BLUEGRASS FLEXIBLE PACKAGING COMPANY, LLC
BLUEGRASS FOLDING CARTON COMPANY, LLC
BLUEGRASS LABELS COMPANY, LLC
BLUEGRASS MILLS HOLDINGS COMPANY, LLC
BLUEGRASS MULTIWALL BAG COMPANY, LLC
BLUEGRASS SLC CORP.
FCC REAL ESTATE, LLC
FHI PROPERTIES, LLC
FIELD CONTAINER COMPANY, L.P.
FIELD CONTAINER MANAGEMENT COMPANY, LLC
FIELD CONTAINER MANAGEMENT, LLC
FIELD CONTAINER QUERETARO (USA), L.L.C.
HANDSCHY HOLDINGS, LLC
HANDSCHY INDUSTRIES, LLC
MARION PROPERTIES, LLC
MCP MANAGEMENT, LLC
MICHIGAN PAPERBOARD, L.P
PEKIN PAPERBOARD COMPANY, L.P
PEKIN PAPERBOARD MANAGEMENT, LLC
PEKIN PROPERTIES, LLC
RIVERDALE INDUSTRIES, LLC
TUSCALOOSA PROPERTIES, LLC
WEST MONROE PROPERTIES, LLC,
each as a Subsidiary Guarantor

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

(Signatures Continued on Next Page)

GRAPHIC PACKAGING HOLDING COMPANY
as a Parent Guarantor

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

(Signatures Continued on Next Page)

WELLS FARGO BANK, NATIONAL ASSOCIATION,
successor by merger to WELLS FARGO BANK
MINNESOTA, NATIONAL ASSOCIATION,
as Trustee

By: /s/ Joseph P. O'Donnell
Name: Joseph P. O'Donnell
Title: Vice President

Exhibit 4.2

SUPPLEMENTAL INDENTURE IN RESPECT OF NOTE GUARANTEE

SUPPLEMENTAL INDENTURE, dated as of March 10, 2008 (this "Supplemental Indenture"), among Altivity Packaging, LLC, Battle Creek Properties, LLC, Bluegrass Container Canada Holdings, LLC, Bluegrass Container Holdings, LLC, Bluegrass Flexible Packaging Company, LLC, Bluegrass Folding Carton Company, LLC, Bluegrass Labels Company, LLC, Bluegrass Mills Holdings Company, LLC, Bluegrass Multiwall Bag Company, LLC, Bluegrass SLC Corp., FCC Real Estate, LLC, FHI Properties, LLC, Field Container Company, L.P., Field Container Management Company, LLC, Field Container Management, LLC, Field Container Queretaro (USA), L.L.C., Handschy Holdings, LLC, Handschy Industries, LLC, Marion Properties, LLC, MCP Management, LLC, Michigan Paperboard, L.P., Pekin Paperboard Company, L.P., Pekin Paperboard Management, LLC, Pekin Properties, LLC, Riverdale Industries, LLC, Tuscaloosa Properties, LLC and West Monroe Properties, LLC (all of the preceding, collectively the "Subsidiary Guarantors"), Graphic Packaging Holding Company, a corporation duly organized and existing under the laws of the State of Delaware (the "New Parent Guarantor", and together with the Subsidiary Guarantors, each a "New Note Guarantor" and collectively the "New Note Guarantors"), Graphic Packaging International, Inc., a corporation duly organized and existing under the laws of the State of Delaware (together with its respective successors and assigns, the "Company"), Graphic Packaging Corporation and Wells Fargo Bank, National Association, successor by merger to Wells Fargo Bank Minnesota, National Association, as Trustee under the Indenture referred to below.

WITNESSETH:

WHEREAS, the Company, any Existing Guarantors and the Trustee have heretofore become parties to an Indenture, dated as of August 8, 2003 (as amended, supplemented, waived or otherwise modified, the "Indenture"), providing for the issuance of 8.50% Senior Notes due 2011 of the Company (the "Notes");

WHEREAS, Section 1308 of the Indenture provides that the Company is required to cause the Subsidiary Guarantors to execute and deliver to the Trustee a supplemental indenture pursuant to which the Subsidiary Guarantors shall guarantee the Company's Guaranteed Note Obligations under the Notes pursuant to a Note Guarantee on the terms and conditions set forth herein and in Article Thirteen of the Indenture;

WHEREAS, the Company also desires to cause the New Parent Guarantor to join in such supplemental indenture pursuant to which the New Parent Guarantor shall guarantee the Company's Guaranteed Note Obligations under the Notes pursuant to a Note Guarantee on the terms and conditions set forth herein and in Article Thirteen of the Indenture;

WHEREAS, each New Note Guarantor desires to enter into such supplemental indenture for good and valuable consideration, including substantial economic benefit in that the financial performance and condition of such Note Guarantor is dependent on the financial performance and condition of the Company, the obligations hereunder of which such Note Guarantor has

guaranteed, and on such Note Guarantor's access to working capital through the Company's access to revolving credit borrowings under the Senior Credit Agreement; and

WHEREAS, pursuant to Section 901 of the Indenture, the parties hereto are authorized to execute and deliver this Supplemental Indenture to amend the Indenture, without the consent of any Holder;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the New Note Guarantors, the Company, the Existing Guarantors and the Trustee mutually covenant and agree for the benefit of the Holders of the Notes as follows:

1. Defined Terms. As used in this Supplemental Indenture, terms defined in the Indenture or in the preamble or recital hereto are used herein as therein defined. The words "herein," "hereof" and "hereby" and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

2. Agreement to Guarantee. Each New Note Guarantor hereby agrees, jointly and severally with all other New Note Guarantors and fully and unconditionally, to guarantee the Guaranteed Note Obligations under the Indenture and the Notes on the terms and subject to the conditions set forth in Article Thirteen of the Indenture and to be bound by (and shall be entitled to the benefits of) all other applicable provisions of the Indenture as a Note Guarantor. The New Parent Guarantor shall be deemed to be a "Parent Guarantor" as defined in the Indenture.

3. Termination, Release and Discharge. Each New Note Guarantor's Note Guarantee shall terminate and be of no further force or effect, and each New Note Guarantor shall be released and discharged from all obligations in respect of such Note Guarantee, as and when provided in Section 1303 of the Indenture.

4. Parties. Nothing in this Supplemental Indenture is intended or shall be construed to give any Person, other than the Holders and the Trustee, any legal or equitable right, remedy or claim under or in respect of each New Note Guarantor's Note Guarantee or any provision contained herein or in Article Thirteen of the Indenture.

5. Governing Law. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THE TRUSTEE, THE COMPANY, ANY OTHER OBLIGOR IN RESPECT OF THE NOTES AND (BY THEIR ACCEPTANCE OF THE NOTES) THE HOLDERS AGREE TO SUBMIT TO THE JURISDICTION OF ANY UNITED STATES FEDERAL OR STATE COURT LOCATED IN THE BOROUGH OF MANHATTAN, IN THE CITY OF NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE.

6. Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental

Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby. The Trustee makes no representation or warranty as to the validity or sufficiency of this Supplemental Indenture or as to the accuracy of the recitals to this Supplemental Indenture.

7. Counterparts. The parties hereto may sign one or more copies of this Supplemental Indenture in counterparts, all of which together shall constitute one and the same agreement.

8. Headings. The section headings herein are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

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

GRAPHIC PACKAGING INTERNATIONAL, INC.

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

GRAPHIC PACKAGING CORPORATION,
as Existing Guarantor

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

(Signatures Continued on Next Page)

ALTIVITY PACKAGING, LLC
BATTLE CREEK PROPERTIES, LLC
BLUEGRASS CONTAINER CANADA HOLDINGS, LLC
BLUEGRASS CONTAINER HOLDINGS, LLC
BLUEGRASS FLEXIBLE PACKAGING COMPANY, LLC
BLUEGRASS FOLDING CARTON COMPANY, LLC
BLUEGRASS LABELS COMPANY, LLC
BLUEGRASS MILLS HOLDINGS COMPANY, LLC
BLUEGRASS MULTIWALL BAG COMPANY, LLC
BLUEGRASS SLC CORP.
FCC REAL ESTATE, LLC
FHI PROPERTIES, LLC
FIELD CONTAINER COMPANY, L.P.
FIELD CONTAINER MANAGEMENT COMPANY, LLC
FIELD CONTAINER MANAGEMENT, LLC
FIELD CONTAINER QUERETARO (USA), L.L.C.
HANDSCHY HOLDINGS, LLC
HANDSCHY INDUSTRIES, LLC
MARION PROPERTIES, LLC
MCP MANAGEMENT, LLC
MICHIGAN PAPERBOARD, L.P
PEKIN PAPERBOARD COMPANY, L.P
PEKIN PAPERBOARD MANAGEMENT, LLC
PEKIN PROPERTIES, LLC
RIVERDALE INDUSTRIES, LLC
TUSCALOOSA PROPERTIES, LLC
WEST MONROE PROPERTIES, LLC,
each as a Subsidiary Guarantor

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

(Signatures Continued on Next Page)

GRAPHIC PACKAGING HOLDING COMPANY
as a Parent Guarantor

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

(Signatures Continued on Next Page)

WELLS FARGO BANK, NATIONAL ASSOCIATION,
successor by merger to
WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION,
as Trustee

By: /s/ Joseph P. O'Donnell
Name: Joseph P. O'Donnell
Title: Vice President

Exhibit 4.3

Execution Version

GRAPHIC PACKAGING HOLDING COMPANY

and

WELLS FARGO BANK, NATIONAL ASSOCIATION

RIGHTS AGREEMENT

Dated as of March 10, 2008

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RIGHTS AGREEMENT

This Rights Agreement, dated as of March 10, 2008 (the "*Agreement*"), between Graphic Packaging Holding Company, a Delaware corporation (the "*Corporation*"), and Wells Fargo Bank, National Association, a national banking association (the "*Rights Agent*"),

WITNESSETH:

WHEREAS, the Board of Directors of the Corporation has authorized the issuance of one Right (each, a "*Right*") as a dividend on each share of Common Stock (as hereinafter defined) of the Corporation outstanding immediately after the consummation of the transactions contemplated by the Transaction Agreement and Agreement and Plan of Merger, dated as of July 9, 2007, by and among Giant, Bluegrass Container Holdings, LLC, TPG Bluegrass IV, LP, TPG Bluegrass IV-AIV 2, LP, TPG Bluegrass V, LP, TPG Bluegrass V-AIV 2, LP, Field Holdings, Inc., BCH Management, LLC, TPG FOF V-A, L.P., TPG FOF V-B, L.P., the Corporation (f/k/a New Giant Corporation) and Giant Merger Sub, Inc. (the "*Transaction Agreement*" and the date of such issuance the "*Record Date*"), each Right initially representing the right to purchase one one-thousandth of a share of Series A Junior Participating Preferred Stock, par value $0.01 per share (as such number may be adjusted pursuant to the provisions of this Agreement) of the Corporation having the rights and preferences set forth in the Certificate of Designation attached hereto as *Exhibit A*, upon the terms and subject to the conditions hereinafter set forth, and has further authorized and directed the issuance of one Right (as such number may be adjusted pursuant to the provisions of this Agreement) with respect to each share of Common Stock that shall become outstanding (whether originally issued or delivered from the Corporation's treasury) between the Record Date and the earlier of the Distribution Date and the Expiration Date (as such terms are hereinafter defined), and in certain circumstances after the Distribution Date;

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

Section 1. *Certain Definitions*. For purposes of this Agreement, the following terms have the meanings indicated:

(a) "*Acquiring Person*" shall mean any Person who or which, together with all Affiliates and Associates of such Person, shall be the Beneficial Owner of 15% or more of the shares of Common Stock of the Corporation then outstanding, but shall not include any Exempt Person; *provided, however*, an "Acquiring Person" shall also not include any Grandfathered Person, unless such Grandfathered Person shall become, at any time after the Grandfathered Time, the Beneficial Owner of more than the Grandfathered Percentage of the shares of Common Stock of the Corporation applicable to such Grandfathered Person. Notwithstanding the foregoing:

(i) no Person shall become an "Acquiring Person" as the result of an acquisition of shares of Common Stock by the Corporation which, by reducing the number of shares of Common Stock outstanding, increases the proportionate number of shares Beneficially Owned by such Person to 15% or more of the shares of Common Stock of the Corporation then outstanding (or, in the case of a Grandfathered Person, a percentage of the shares of the Common Stock of the Corporation greater than the Grandfathered Percentage applicable to such Grandfathered Person), *provided*, *however*, that if a Person shall become the Beneficial Owner of 15% or more of the shares of Common Stock of the Corporation (or, in the case of a Grandfathered Person, of a percentage of the shares of the Common Stock of the Corporation greater than the Grandfathered Percentage applicable to such Grandfathered Person) by reason of share purchases by the Corporation and shall, after such share purchases by the Corporation, become the Beneficial Owner of any additional shares of Common Stock of the Corporation (other than from the Corporation pursuant

to a stock dividend, reclassification or stock split), then such Person shall be deemed to be an "Acquiring Person" unless, upon becoming the Beneficial Owner of such additional shares of Common Stock of the Corporation, such Person is not then the Beneficial Owner of 15% or more of the shares of Common Stock of the Corporation then outstanding (or, in the case of a Grandfathered Person, of a percentage of the shares of the Common Stock of the Corporation greater than the Grandfathered Percentage applicable to such Grandfathered Person);

(ii) if the Board of Directors of the Corporation determines in good faith that a Person who would otherwise be an "Acquiring Person" has become such inadvertently (including, without limitation, because (*A*) such Person was unaware that he or it Beneficially Owned a percentage of Common Stock that would otherwise cause such Person to be an "Acquiring Person" or (*B*) such Person was aware of the extent of his or its Beneficial Ownership but had no actual knowledge of the consequences of such Beneficial Ownership under this Agreement) and without any intention of changing or influencing control of the Corporation, and if such Person as promptly as practicable has divested or divests himself or itself of Beneficial Ownership of a sufficient number of shares of Common Stock so that such Person would no longer be an "Acquiring Person," then such Person shall not be deemed to be or to have become an "Acquiring Person" for any purposes of this Agreement;

(iii) no Person shall become an "Acquiring Person" by virtue of beneficial ownership of Common Stock of the Corporation by any Affiliate and/or Associate of such Person, which Affiliate and/or Associate is deemed to be an Affiliate and/or Associate of such Person solely by reason of such Affiliate and/or Associate being a director or officer of the Corporation;

(iv) no Person shall become an "Acquiring Person" by virtue of beneficial ownership of Common Stock of the Corporation by any Affiliate and/or Associate of such Person, which Affiliate and/or Associate is a Grandfathered Person or other party to the Stockholders Agreement and such Grandfathered Person or other party to the Stockholders Agreement has not become an Acquiring Person; and

(v) to the extent that any Grandfathered Persons, former Grandfathered Persons or Permitted Transferees are subject to the Stockholders Agreement and to the extent that such Persons as parties to the Stockholders Agreement could be deemed a "group" (as such term is used in Rule 13d-5 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended (the "*Exchange Act*"), as in effect on the date of this Agreement), (x) no Grandfathered Person shall become an "Acquiring Person" unless and until such Grandfathered Person becomes the Beneficial Owner of more than the Grandfathered Percentage of the shares of Common Stock of the Corporation applicable to such Grandfathered Person without including the number of shares Beneficially Owned by the other parties to the Stockholders Agreement attributable to such Grandfathered Person by virtue of the Stockholders Agreement and (y) no former Grandfathered Person or Permitted Transferee party to the Stockholders Agreement shall become an "Acquiring Person" unless and until such Person would be an Acquiring Person without taking into account the number of shares Beneficially Owned by the other parties to the Stockholders Agreement attributable to such Person by virtue of the Stockholders Agreement.

(b) "*Act*" shall have the meaning set forth in Section 9(c) hereof.

(c) "*Adjustment Shares*" shall have the meaning set forth in Section 11(a)(ii) hereof.

(d) "*Affiliate*" and "*Associate*," when used with reference to any Person, shall have the respective meanings ascribed to such terms in Rule 12b-2 of the General Rules and Regulations under the Exchange Act as in effect on the date of this Agreement.

(e) "*Agreement*" shall have the meaning set forth in the first paragraph hereof.

(f) A Person shall be deemed the "*Beneficial Owner*" of and shall be deemed to "beneficially own" any securities:

(i) which such Person or any of such Person's Affiliates or Associates beneficially owns, directly or indirectly, for purposes of Section 13(d) of the Exchange Act and Rule 13d-3 thereunder (or any successor law or regulation);

(ii) which such Person or any of such Person's Affiliates or Associates, directly or indirectly, has the right to acquire (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding (whether or not in writing), or upon the exercise of conversion rights, exchange rights, rights, warrants or options, or otherwise; *provided*, *however*, that a Person shall not be deemed the "Beneficial Owner" of, or to "beneficially own," (*A*) securities tendered pursuant to a tender or exchange offer made by or on behalf of such Person or any of such Person's Affiliates or Associates until such tendered securities are accepted for payment or exchange, or (*B*) securities issuable upon exercise of Rights at any time prior to the occurrence of a Section 11(a)(ii) Event or a Section 13 Event, or (*C*) securities issuable upon exercise of Rights from and after the occurrence of a Section 11(a)(ii) Event or a Section 13 Event, which Rights were acquired by such Person or any of such Person's Affiliates or Associates prior to the Distribution Date or pursuant to Section 3(a) or Section 22 hereof ("*Original Rights*") or pursuant to Section 11(i) hereof in connection with an adjustment made with respect to any Original Rights;

(iii) which such Person or any of such Person's Affiliates or Associates, directly or indirectly, has or shares the right to vote or dispose of, including pursuant to any agreement, arrangement or understanding (whether or not in writing); *provided*, *however*, that a Person shall not be deemed the "Beneficial Owner" of, or to "beneficially own," any security if the agreement, arrangement or understanding to vote such security (*A*) arises solely from a revocable proxy or consent given in response to a public proxy or consent solicitation made pursuant to, and in accordance with, the Exchange Act and the applicable rules and regulations thereunder and (*B*) is not also then reportable by such Person on Schedule 13D under the Exchange Act (or any comparable or successor report); or

(iv) which are beneficially owned, directly or indirectly, by any other Person (or any Affiliate or Associate thereof) and with respect to which such Person or any of such Person's Affiliates or Associates has any agreement, arrangement or understanding (whether or not in writing) for the purpose of acquiring, holding, voting (except pursuant to a revocable proxy or consent as described in the proviso to subparagraph (iii) of this paragraph (f)) or disposing of such securities of the Corporation; *provided*, *however*, that nothing in this paragraph (f) shall cause a person engaged in business as an underwriter of securities to be the "Beneficial Owner" of, or to "beneficially own," any securities acquired through such person's participation in good faith in a firm commitment underwriting until the expiration of forty days after the date of such acquisition.

Notwithstanding anything to the contrary in this Agreement, (*A*) the Stockholders Agreement shall be disregarded, and treated as if such agreement did not exist, for purposes of determining whether a Person beneficially owns any securities of the Corporation; and (*B*) the phrase "then outstanding," when used with reference to a Person's Beneficial Ownership of securities of the Corporation, shall mean the number of such securities then issued and outstanding together with the number of such securities not then actually issued and outstanding which such Person would be deemed to own beneficially hereunder.

(g) "*Book-Entry*" shall mean an uncertificated book entry for the Corporation's Common Stock.

(h) "*Business Day*" shall mean any day other than a Saturday, Sunday or day on which the Rights Agent is authorized or obligated by law or executive order to close.

(i) "*CDR Fund*" shall mean Clayton, Dubilier & Rice Fund V Limited Partnership, an exempted limited partnership organized under the laws of the Cayman Islands.

(j) "*Certificate of Designation*" shall mean the Certificate of Designation of Series A Junior Participating Preferred Stock setting forth the powers, preferences, rights, qualifications, limitations

and restrictions of such series of preferred stock of the Corporation, a copy of which is attached hereto as *Exhibit A*.

(k) "*Close of Business*" on any given date shall mean 5:00 P.M., Eastern time, on such date; *provided*, *however*, that if such date is not a Business Day, it shall mean 5:00 P.M., Eastern time, on the next succeeding Business Day.

(l) "*Common Stock*" when used with reference to the Corporation shall mean the Common Stock, par value $0.01 per share, of the Corporation. "Common Stock" when used with reference to any Person other than the Corporation which is organized in corporate form shall mean the capital stock with the greatest voting power, or the equity securities or other equity interest having power to control or direct the management, of such Person or, if such Person is a Subsidiary of another Person, the Person which ultimately controls such first-mentioned Person and which has issued any such outstanding capital stock, equity securities or equity interests. "Common Stock" when used with reference to any Person that is not organized in corporate form shall mean units of beneficial interest that shall (*i*) represent the right to participate generally in the profits and losses of such Person (including, without limitation, any flow-through tax benefits resulting from an ownership interest in such Person) and (*ii*) be entitled to exercise the greatest voting power of such Person or, in the case of a limited partnership, shall have the power to remove the general partner or partners.

(m) "*Common Stock Equivalents*" shall have the meaning set forth in Section 11(a)(iii) hereof.

(n) "*Corporation*" shall have the meaning set forth in the first paragraph of this Agreement.

(o) "*Current Market Price*" shall have the meaning set forth in Section 11(d) hereof.

(p) "*Current Value*" shall have the meaning set forth in Section 11(a)(iii) hereof.

(q) "*Distribution Date*" shall have the meaning set forth in Section 3(a) hereof.

(r) "*Equivalent Preference Stock*" shall have the meaning set forth in Section 11(b) hereof.

(s) "*Exchange Act*" shall have the meaning set forth in Section 1(a)(v) hereof.

(t) "*Exempt Person*" means the Corporation, any Subsidiary of the Corporation, any employee benefit plan of the Corporation or any Subsidiary of the Corporation, or any Person organized, appointed or established by the Corporation or such Subsidiary as a fiduciary for or pursuant to the terms of any such employee benefit plan or for the purpose of funding any such plan or funding other employee benefits for employees of the Corporation or of any Subsidiary of the Corporation.

(u) "*EXOR*" shall mean EXOR Group S.A., an investment holding company organized under the laws of Luxembourg.

(v) "*Expiration Date*" shall have the meaning set forth in Section 7(a) hereof.

(w) "*Family Stockholders*" shall have the meaning given to such term in the Stockholders Agreement.

(x) "*Family Stockholder Group*" shall mean collectively any and all of the Family Stockholders and any Person to whom a Family Stockholder transfers Common Stock pursuant to Section 3.2 of the Stockholders Agreement.

(y) "*Final Expiration Date*" shall have the meaning set forth in Section 7(a) hereof.

(z) "*Grandfathered Percentage*" shall mean the following percentages of the outstanding shares of Common Stock of the Corporation: in the case of (*i*) TPG, 40.0%, until such time as TPG shall sell, transfer or otherwise dispose of any outstanding shares of Common Stock of the Corporation such that TPG, together with its Affiliates and Associates, Beneficially Owns less than 25.0% of the outstanding shares of Common Stock of the Corporation, and then, 25.0% and (*ii*) the Family Stockholder Group, 19.0%.

(aa) "*Grandfathered Person*" shall mean either the Family Stockholder Group or TPG for so long as each such Person, together with its respective Affiliates and Associates, shall be the Beneficial Owner of greater than 15% of the shares of Common Stock of the Corporation then outstanding

(without including the number of shares Beneficially Owned by the other parties to the Stockholders Agreement attributable to such Grandfathered Person by virtue of the Stockholders Agreement), *provided* that such Person shall cease to be a Grandfathered Person at such time when such Person, together with its respective Affiliates and Associates, shall become the Beneficial Owner of less than 15% of the shares of Common Stock of the Corporation then outstanding (without including the number of shares Beneficially Owned by the other parties to the Stockholders Agreement attributable to such Grandfathered Person by virtue of the Stockholders Agreement).

(bb) "*Grandfathered Time*" shall mean the Effective Time (as such term is defined in the Transaction Agreement.

(cc) "*Independent Director*" means a director who is determined by the Board of Directors (*i*) not to be an officer or employee of the Corporation or any of its Affiliates, (*ii*) not to be an officer or employee of any Stockholder or any of such Stockholder's Affiliates or, if such Stockholder is a trust, a direct or indirect beneficiary of such trust and (*iii*) to meet the standards of independence under applicable law and the requirements applicable to companies listed on the New York Stock Exchange.

(dd) "*Original Rights*" shall have the meaning set forth in Section 1(f)(ii) hereof.

(ee) "*Ownership Statements*" shall have the meaning set forth in Section 3(a) hereof.

(ff) "*Permitted Transferee*" shall have the meaning given to such term in the Stockholders Agreement.

(gg) "*Person*" shall mean any individual, firm, corporation, partnership, limited liability company, trust or other entity and shall include any successor (by merger or otherwise) of such entity. For the purposes of this Agreement, the Family Stockholder Group shall be deemed to be a single Person.

(hh) "*Post-Event Transferee*" shall have the meaning set forth in Section 7(e) hereof.

(ii) "*Pre-Event Transferee*" shall have the meaning set forth in Section 7(e) hereof.

(jj) "*Preferred Stock*" shall mean shares of Series A Junior Participating Preferred Stock, par value $0.01 per share, of the Corporation, having the rights, powers and preferences, and the qualifications, limitations and restrictions set forth in the Certificate of Designation, and, to the extent there are not a sufficient number of shares of Series A Junior Participating Preferred Stock authorized to permit the full exercise of the then outstanding Rights, shares of Equivalent Preference Stock or any other series of preferred stock of the Corporation designated for such purpose by the Board of Directors of the Corporation containing terms substantially similar to the terms of the Series A Junior Participating Preferred Stock.

(kk) "*Principal Party*" shall have the meaning set forth in Section 13(b) hereof.

(ll) "*Purchase Price*" shall have the meaning set forth in Section 4 hereof.

(mm) "*Record Date*" shall have the meaning set forth in the WHEREAS clause at the beginning of this Agreement.

(nn) "*Redemption Price*" shall have the meaning set forth in Section 23(a) hereof.

(oo) "*Right Certificate*" shall have the meaning set forth in Section 3(a) hereof.

(pp) "*Rights*" shall have the meaning set forth in the WHEREAS clause at the beginning of this Agreement.

(qq) "*Rights Agent*" shall have the meaning set forth in the first paragraph of this Agreement.

(rr) "*Section 11(a)(ii) Event*" shall have the meaning set forth in Section 11(a)(ii) hereof.

(ss) "*Section 13 Event*" shall have the meaning set forth in Section 13(a) hereof.

(tt) "*Spread*" shall have the meaning set forth in Section 11(a)(iii) hereof.

(uu) "*Stock Acquisition Time*" shall mean the time of occurrence of whichever of the following first occurs: (*i*) the first public announcement (which, for purposes of this definition, shall include, without limitation, a report filed pursuant to Section 13(d) of the Exchange Act) by the Corporation or an Acquiring Person that an Acquiring Person has become such or (*ii*) the communication to the Corporation (including, without limitation, to the directors of the Corporation) of any notice (including, without limitation, any written consent or notice related thereto) from the Acquiring Person indicating or reflecting that the Acquiring Person has become such.

(vv) "*Stockholder" shall have the meaning set forth in the Stockholders Agreement.*

(ww) "*Stockholders Agreement*" shall mean the Stockholders Agreement, dated as of July 9, 2007, by and among the Corporation, the Family Stockholders, Field Holdings, Inc., the CDR Fund, EXOR and TPG.

(xx) "*Subsidiary*" shall mean, with respect to any Person, any corporation or other entity of which securities or other ownership interests having ordinary voting power sufficient, in the absence of contingencies, to elect a majority of the board of directors or other persons performing similar functions are at the time beneficially owned, directly or indirectly, by such Person, or otherwise controlled by such Person.

(yy) "*Substitution Period*" shall have the meaning set forth in Section 11(a)(iii) hereof.

(zz) "*TPG*" shall mean collectively any and all of the following Persons: TPG Bluegrass IV, LP, TPG Bluegrass IV-AIV 2, LP, TPG Bluegrass V, LP, TPG Bluegrass V-AIV 2, LP, TPG FOF V-A, L.P., TPG FOF V-B, L.P., TPG Bluegrass IV, Inc., TPG Bluegrass V, Inc., TPG Bluegrass IV —AIV 1, LP, TPG Bluegrass V-AIV 1, LP and any Person to whom any of the foregoing Persons transfers Common Stock pursuant to Section 3.2 of the Stockholders Agreement.

(aaa) "*Trading Day*" shall have the meaning set forth in Section 11(d)(i) hereof.

(bbb) "*Transaction Agreement*" shall have the meaning set forth in the WHEREAS clause at the beginning of this Agreement.

Section 2. *Appointment of Rights Agent*. The Corporation hereby appoints the Rights Agent to act as agent for the Corporation and the holders of the Rights (who, in accordance with Section 3 hereof, shall prior to the Distribution Date also be the holders of the Common Stock of the Corporation) in accordance with the terms and conditions hereof, and the Rights Agent hereby accepts such appointment. The Corporation may from time to time act as co-Rights Agent or appoint such co-Rights Agents as it may deem necessary or desirable, upon 10 days' prior written notice to the Rights Agent. The Rights Agent shall have no duty to supervise, and shall in no event be liable for, the acts or omissions of any such co-Rights Agent. Any actions which may be taken by the Rights Agent pursuant to the terms of this Agreement may be taken by any such Co-Rights Agent.

Section 3. *Issuance of Right Certificates*.

(a) Until the earlier of the Close of Business on (*i*) the tenth day after the date on which the Stock Acquisition Time occurs, or (*ii*) the tenth Business Day (or such specified or unspecified later date on or after the Record Date as may be determined by action of the Board of Directors of the Corporation prior to such time as any Person becomes an Acquiring Person) after the commencement by any Person (other than an Exempt Person) of, or the first public announcement of the intention of any Person (other than an Exempt Person) to commence, a tender or exchange offer for an amount of Common Stock of the Corporation which, together with the shares of such stock already owned by such Person, would result in such Person becoming an Acquiring Person (including any such date that is after the date of this Agreement and prior to the issuance of the Rights) (the earlier of (i) and (ii) being herein referred to as the "*Distribution Date*"), (*x*) the Rights will be evidenced (subject to Section 3(b) hereof) by a current ownership statement issued with respect to uncertificated shares of Common Stock in lieu of a stock certificate (an "*Ownership Statement*"), or by the certificates for shares of Common Stock of the Corporation registered in the names of the holders thereof, and not by separate Book-Entries and Ownership Statements or by separate Rights Certificates, and (*y*) the Rights

will be transferable only in connection with the transfer of the underlying Common Stock. As soon as practicable after the Distribution Date, the Rights Agent will send, by first-class, insured, postage-prepaid mail, to each record holder of Common Stock of the Corporation as of the Close of Business on the Distribution Date, at the address of such holder shown on the records of the Corporation, a Right Certificate, in substantially the form of *Exhibit B* hereto (a "*Right Certificate*"), evidencing one Right for each share of Common Stock of the Corporation so held, subject to adjustment and to the provisions of Section 14(a) hereof. As of the Close of Business on the Distribution Date, the Rights will be evidenced solely by such Right Certificates.

(b) On the Record Date or as soon as practicable thereafter, the Corporation will send a copy of a Summary of Rights to Purchase Preferred Stock, in substantially the form attached hereto as *Exhibit C*, by first-class, postage-prepaid mail, to each record holder of its Common Stock as of the Close of Business on the Record Date, at the address of such holder shown on the records of the Corporation. With respect to Book-Entries and Ownership Statements or certificates for Common Stock of the Corporation outstanding as of the Record Date, until the earlier of the Distribution Date or the Expiration Date, the Rights will be evidenced by such Book-Entries and Ownership Statements or certificates for Common Stock together with the Summary of Rights. Until the earlier of the Distribution Date or the Expiration Date, the transfer of any Common Stock represented by a Book-Entry and Ownership Statement or the surrender for transfer of any certificate for Common Stock of the Corporation outstanding on the Record Date, with or without a copy of the Summary of Rights, shall also constitute the transfer of the Rights associated with the Common Stock represented by such Book-Entry and Ownership Statement or certificate.

(c) Certificates (or Ownership Statements) issued by the Corporation for Common Stock (whether upon transfer or exchange of outstanding Common Stock, original issuance or disposition from the Corporation's treasury) after the Record Date but prior to the earlier of the Distribution Date or the Expiration Date shall also be deemed to be certificates for the Rights and shall have impressed on, printed on, written on or otherwise affixed to them the following legend:

> This [certificate][statement] also evidences and entitles the holder hereof to certain Rights as set forth in a Rights Agreement between the Corporation and Wells Fargo Bank, National Association, as it may be amended from time to time (the "*Rights Agreement*"), the terms of which are hereby incorporated herein by reference and a copy of which is on file at the principal executive offices of the Corporation. Under certain circumstances, as set forth in the Rights Agreement, such Rights will be evidenced by separate certificates and will no longer be evidenced by this [certificate][statement]. The Corporation will mail to the holder of this [certificate][statement] a copy of the Rights Agreement (as in effect on the date of mailing) without charge promptly after receipt of a written request therefor. *Under certain circumstances set forth in the Rights Agreement, Rights beneficially owned by an Acquiring Person, or any Associate or Affiliate thereof (as such terms are defined in the Rights Agreement), whether currently held by or on behalf of such Person or by any subsequent holder, may become null and void.*

With respect to such certificates (or Ownership Statements) containing the foregoing legend, until the earlier of (*i*) the Distribution Date or (*ii*) the Expiration Date, the Rights associated with the Common Stock of the Corporation represented by such certificates or evidenced by such Ownership Statements shall be evidenced by such certificates or Ownership Statements alone and registered holders of Common Stock of the Corporation shall also be the registered holders of the associated Rights, and the surrender for transfer of any of such certificates shall also constitute the transfer of the Rights associated with the Common Stock of the Corporation represented by such certificates or Ownership Statements. In the event that the Corporation purchases or acquires any Common Stock of the Corporation after the Record Date but prior to the Close of Business on the Distribution Date, any Rights associated with such Common Stock of the Corporation shall be deemed canceled and retired upon cancellation of such Common Stock, and the Corporation shall not be entitled to exercise any Rights associated with any Common Stock of the Corporation which are no longer outstanding or held in treasury.

Notwithstanding this paragraph (c), the omission of a legend shall not affect the enforceability of any part of this Agreement or the rights of any holder of the Rights.

Section 4. *Form of Right Certificates.*

The Right Certificates (and the forms of election to purchase, certification and assignment to be printed on the reverse thereof) shall each be substantially in the form set forth in *Exhibit B* hereto and may have such marks of identification or designation and such legends, summaries or endorsements printed thereon as the Corporation may deem appropriate and as are not inconsistent with the provisions of this Agreement, or as may be required to comply with any applicable law or with any rule or regulation made pursuant thereto or with any rule or regulation of any stock exchange or national market system on which the Rights may from time to time be listed, or to conform to usage. Subject to the provisions of Sections 11 and 22 hereof, the Right Certificates, whenever distributed, on their face shall entitle the holders thereof to purchase such number of one one-thousandths of a share of Preferred Stock as shall be set forth therein at the price per one one-thousandths of a share of Preferred Stock set forth therein (the "*Purchase Price*"), but the amount and type of securities purchasable upon the exercise of each Right and the Purchase Price thereof shall be subject to adjustment as provided in this Agreement.

Section 5. *Countersignature and Registration*.

(a) The Right Certificates shall be executed on behalf of the Corporation manually or by facsimile by the Chairman of the Board, the President and Chief Executive Officer, the Chief Financial Officer, the Treasurer, the General Counsel and also by any Secretary or any Assistant Secretary, either manually or by facsimile. The Right Certificates shall be countersigned by the Rights Agent manually and shall not be valid for any purpose unless so countersigned. In case any officer of the Corporation who shall have signed any of the Right Certificates shall cease to be such officer of the Corporation before countersignature by the Rights Agent and issuance and delivery by the Corporation, such Right Certificates, nevertheless, may be countersigned by the Rights Agent, and issued and delivered by the Corporation with the same force and effect as though the person who signed such Right Certificates had not ceased to be such officer of the Corporation; and any Right Certificate may be signed on behalf of the Corporation by any person who, at the actual date of the execution of such Right Certificate, shall be a proper officer of the Corporation to sign such Right Certificate, although at the date of the execution of this Rights Agreement any such person was not such an officer.

(b) Following the Distribution Date, the Rights Agent will keep or cause to be kept, at its office designated for such purposes, books in any form or medium (including electronic media) for registration and transfer of the Right Certificates issued hereunder. Such books shall show the names and addresses of the respective holders of the Right Certificates, the number of Rights evidenced by each of the Right Certificates on its face and the date and certificate number of each of the Right Certificates.

Section 6. *Transfer, Split Up, Combination and Exchange of Right Certificates; Mutilated, Destroyed, Lost or Stolen Right Certificates*

(a) Subject to the provisions of Sections 7(e) and 14 hereof, at any time after the Close of Business on the Distribution Date, and at or prior to the Close of Business on the Expiration Date, any Right Certificate or Right Certificates (other than Rights Certificates representing Rights that have been exchanged pursuant to Section 24 hereof) may be transferred, split up, combined or exchanged for another Right Certificate or Right Certificates, entitling the registered holder to purchase a like number of shares of Preferred Stock (or other securities, cash or assets, as the case may be) as the Right Certificate or Right Certificates surrendered then entitled such holder (or former holder in the case of a transfer) to purchase. Any registered holder desiring to transfer, split up, combine or exchange any Right Certificate or Right Certificates shall make such request in writing delivered to the Rights Agent, and shall surrender the Right Certificate or Right Certificates to be transferred, split up, combined or exchanged at the office of the Rights Agent designated for such purpose. Neither the

Rights Agent nor the Corporation shall be obligated to take any action whatsoever with respect to the transfer of any such surrendered Right Certificate or Right Certificates until the registered holder shall have completed and signed the certificate contained in the form of assignment on the reverse side of such Right Certificate or Right Certificates and shall have provided such additional evidence of the identity of the Beneficial Owner (or former Beneficial Owner) or Affiliates or Associates thereof as the Corporation shall reasonably request. Thereupon the Rights Agent shall, subject to Sections 7(e) and 14 hereof, countersign and deliver to the Person entitled thereto a Right Certificate or Right Certificates, as the case may be, as so requested. The Corporation may require payment from the holders of Right Certificates of a sum sufficient to cover any tax or governmental charge that may be imposed in connection with any transfer, split up, combination or exchange of such Right Certificates.

(b) Upon receipt by the Corporation and the Rights Agent of evidence reasonably satisfactory to them of the loss, theft, destruction or mutilation of a valid Right Certificate, and, in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to them, and reimbursement to the Corporation and the Rights Agent of all reasonable expenses incidental thereto, and upon surrender to the Rights Agent and cancellation of the Right Certificate if mutilated, the Corporation will execute and deliver a new Right Certificate of like tenor to the Rights Agent for countersignature and delivery to the registered owner in lieu of the Right Certificate so lost, stolen, destroyed or mutilated.

Section 7. *Exercise of Rights; Purchase Price; Expiration Date of Rights*.

(a) Subject to Section 7(e) and Section 24 hereof, the registered holder of any Right Certificate may exercise the Rights evidenced thereby (except as otherwise provided herein including, without limitation, the restrictions on exercisability set forth in Sections 9(c), 11(a)(iii) and 23(a) hereof) in whole or in part at any time after the Distribution Date upon surrender of the Right Certificate, with the form of election to purchase and certificate on the reverse side thereof duly executed, to the Rights Agent at the office of the Rights Agent designated for such purpose, together with payment of the Purchase Price for each one one-thousandth of a share of Preferred Stock as to which the Rights are exercised, at or prior to the earliest of (*i*) the Close of Business on March 10, 2018 (the "*Final Expiration Date*"), (*ii*) the time at which the Rights are redeemed as provided in Section 23 or (*iii*) the time at which the Rights are exchanged and terminate as provided in Section 24 (the earliest of (i), (ii) and (iii) being herein referred to as the "*Expiration Date*").

(b) The Purchase Price for each one one-thousandth of a share of Preferred Stock issued pursuant to the exercise of a Right shall initially be $20.00, shall be subject to adjustment from time to time as provided in Sections 11 and 13 hereof and shall be payable in lawful money of the United States of America in accordance with paragraph (c) below.

(c) Except as otherwise provided herein, upon receipt of a Right Certificate representing exercisable Rights, with the form of election to purchase and certificate duly executed, accompanied by payment (in cash, or by certified bank check or money order payable to the order of the Corporation) of the Purchase Price for the Preferred Stock to be purchased and an amount equal to any applicable transfer tax required to be paid by the holder of the Rights pursuant hereto in cash, or by certified bank check or money order payable to the order of the Corporation, the Rights Agent shall, subject to Section 20(k) hereof, (*i*) (*A*) promptly requisition from any transfer agent of the Preferred Stock (or make available, if the Rights Agent is the transfer agent for such shares) certificates for the number of shares of Preferred Stock to be purchased and the Corporation hereby irrevocably authorizes its transfer agent to comply with all such requests, or (*B*) if the Corporation shall have elected to deposit the total number of shares of Preferred Stock issuable upon exercise of the Rights hereunder with a depositary agent, requisition from the depositary agent depositary receipts representing interests in such number of one one-thousandths of a share of Preferred Stock as are to be purchased (in which case certificates for the shares of Preferred Stock represented by such receipts shall be deposited by the transfer agent with the depositary agent) and the Corporation hereby directs the depositary agent to comply with such request, (*ii*) when appropriate, requisition from the Corporation the amount of cash to be paid in lieu of issuance of fractional shares in accordance with Section 14 hereof, (*iii*) promptly requisition from the Corporation (*A*) certificates for the number of shares of other securities or (B) the amount of cash or other assets, as the case may be, in each case to be purchased in lieu of shares of Preferred Stock, (*iv*) promptly after receipt of such certificates or depositary receipts, cause the same to

be delivered to or upon the order of the registered holder of such Right Certificate, registered in such name or names as may be designated by such holder, and (*v*) when appropriate, after receipt, promptly deliver such cash or other assets to or upon the order of the registered holder of such Right Certificate.

(d) In case the registered holder of any Right Certificate shall exercise less than all the Rights evidenced thereby, a new Right Certificate evidencing Rights equivalent to the Rights remaining unexercised shall be issued by the Rights Agent and delivered to, or upon the order of, the registered holder of such Right Certificate, registered in such name or names as may be designated by such holder, subject to the provisions of Section 14 hereof.

(e) Notwithstanding anything in this Agreement to the contrary, from and after the occurrence of a Section 11(a)(ii) Event, any Rights that are or were formerly beneficially owned on or after the earlier of the date of such event or the Distribution Date by (*i*) an Acquiring Person or any Affiliate or Associate of an Acquiring Person, (*ii*) a transferee of any such Acquiring Person (or of any such Affiliate or Associate) who becomes a transferee after such Acquiring Person becomes such (a "*Post-Event Transferee*"), (*iii*) a transferee of any such Acquiring Person (or of any such Affiliate or Associate) who becomes a transferee prior to or concurrently with such Acquiring Person becoming such and receives such Rights pursuant to either (*A*) a transfer (whether or not for consideration) from such Acquiring Person to holders of equity interests in such Acquiring Person or to any Person with whom such Acquiring Person has any continuing agreement, arrangement or understanding regarding the transferred Rights or (*B*) a transfer which the Board of Directors of the Corporation has determined is part of a plan, arrangement or understanding which has as a primary purpose or effect the avoidance of this Section 7(e) (a "*Pre-Event Transferee*") or (*iv*) any subsequent transferee receiving transferred Rights from a Post-Event Transferee or a Pre-Event Transferee, either directly or through one or more immediate transferees, shall be null and void without any further action, and no holder of such Rights shall have any rights whatsoever with respect to such Rights, whether under any provision of this Agreement or otherwise. The Corporation shall use all reasonable efforts to ensure that the provisions of this Section 7(e) are complied with, but shall have no liability to any holder of Right Certificates or other Person as a result of its failure to make any determinations with respect to an Acquiring Person or any of its Affiliates, Associates or transferees hereunder.

(f) Notwithstanding anything in this Agreement to the contrary, neither the Rights Agent nor the Corporation shall be obligated to undertake any action with respect to a registered holder of any Right Certificate upon the occurrence of any purported transfer or exercise as set forth in this Section 7 unless such registered holder shall, in addition to having complied with the requirements of Section 7(a), have (*i*) completed and signed the certificate following the form of assignment or election to purchase set forth on the reverse side of the Right Certificate surrendered for such assignment or exercise and (*ii*) provided such additional evidence of the identity of the Beneficial Owner (or former Beneficial Owner) or Affiliates or Associates thereof as the Corporation shall reasonably request.

Section 8. *Cancellation of Right Certificates.* All Right Certificates surrendered for the purpose of exercise, transfer, split up, combination or exchange shall, if surrendered to the Corporation or to any of its agents, be delivered to the Rights Agent for cancellation or in canceled form, or, if surrendered to the Rights Agent, shall be canceled by it, and no Right Certificates shall be issued in lieu thereof except as expressly permitted by any of the provisions of this Agreement. The Corporation shall deliver to the Rights Agent for cancellation and retirement, and the Rights Agent shall so cancel and retire, any other Right Certificate purchased or acquired by the Corporation otherwise than upon the exercise thereof. The Rights Agent shall deliver all canceled Right Certificates to the Corporation.

Section 9. *Reservation and Availability of Capital Stock.*

(a) The Corporation covenants and agrees that it will cause to be reserved and kept available out of its authorized and unissued shares of Preferred Stock (and, following the occurrence of a Section 11(a)(ii) Event or a Section 13 Event, out of its authorized and unissued shares of Common Stock or other securities or out of its authorized and issued shares held in its treasury), the number of shares of Preferred Stock (and, following the occurrence of a Section 11(a)(ii) Event or a Section 13

Event, Common Stock of the Corporation or other securities) that, as provided in this Agreement, will be sufficient to permit the exercise in full of all outstanding Rights.

(b) So long as the Preferred Stock (and, following the occurrence of a Section 11(a)(ii) Event or a Section 13 Event, Common Stock of the Corporation or other securities) issuable upon the exercise of Rights may be listed on any national securities exchange, the Corporation shall use its best efforts to cause, from and after such time as the Rights become exercisable, all shares reserved for such issuance to be listed on such exchange upon official notice of issuance upon such exercise.

(c) The Corporation shall use its best efforts to (*i*) file, as soon as practicable following the earliest date after the occurrence of a Section 11(a)(ii) Event or a Section 13 Event in which the consideration to be delivered by the Corporation upon exercise of the Rights has been determined in accordance with this Agreement, or as soon as is required by law following the Distribution Date, as the case may be, a registration statement under the Securities Act of 1933, as amended (the "*Act*"), with respect to the securities purchasable upon exercise of the Rights on an appropriate form, (*ii*) cause such registration statement to become effective as soon as practicable after such filing and (*iii*) cause such registration statement to remain effective (with a prospectus at all times meeting the requirements of the Act) until the earlier of (*A*) the date as of which the Rights are no longer exercisable for such securities and (*B*) the Expiration Date. The Corporation will also take such action as may be appropriate under, or to ensure compliance with, the securities or "blue sky" laws of the various states in connection with the exercisability of the Rights. The Corporation may, acting by resolution of its Board of Directors, temporarily suspend, for a period of time not to exceed 90 days after the date set forth in clause (i) of the first sentence of this Section 9(c), the exercisability of the Rights in order to prepare and file such registration statement and permit it to become effective. Upon any such suspension, the Corporation shall issue a public announcement stating that the exercisability of the Rights has been temporarily suspended, as well as a public announcement at such time as the suspension is no longer in effect. Notwithstanding any provision of this Agreement to the contrary, the Rights shall not be exercisable in any jurisdiction if the requisite qualifications in such jurisdiction shall not have been obtained or an exemption therefrom shall not be available.

(d) The Corporation covenants and agrees that it will take all such action as may be necessary to ensure that all one one-thousandths of a share of Preferred Stock (and, following the occurrence of a Section 11(a)(ii) Event or a Section 13 Event, Common Stock of the Corporation or other securities) delivered upon exercise of Rights shall, at the time of delivery of the certificates for such shares (subject to payment of the Purchase Price), be duly and validly authorized and issued and fully paid and nonassessable.

(e) The Corporation further covenants and agrees that it will pay when due and payable any and all federal and state transfer taxes and charges which may be payable in respect of the issuance or delivery of the Right Certificates or of any shares of Preferred Stock (or shares of Common Stock of the Corporation or other securities, as the case may be) upon the exercise of Rights. The Corporation shall not, however, be required to pay any transfer tax which may be payable in respect of any transfer or delivery of Right Certificates to a Person other than, or the issuance or delivery of certificates or depositary receipts for shares of Preferred Stock (or shares of Common Stock of the Corporation or other securities, as the case may be) in a name other than that of, the registered holder of the Right Certificate evidencing Rights surrendered for exercise or to issue or deliver any certificates for shares of Preferred Stock (or Common Stock of the Corporation or other securities, as the case may be) or depositary receipts for Preferred Stock upon the exercise of any Rights until any such tax shall have been paid (any such tax being payable by the holder of such Right Certificate at the time of surrender) or until it has been established to the Corporation's satisfaction that no such tax is due.

Section 10. *Preferred Stock Record Date*. Each Person in whose name any certificate for a number of one one-thousandths of a share of Preferred Stock (or shares of Common Stock of the Corporation or other securities, as the case may be) is issued upon the exercise of Rights shall for all purposes be deemed to have become the holder of record of shares of Preferred Stock (or shares of Common Stock of the Corporation or other securities, as the case may be) represented thereby on, and such certificate shall be dated, the date upon which the Right Certificate evidencing such Rights was duly surrendered and payment of the Purchase Price (and any applicable transfer taxes) was made; *provided*, *however*, that if the date of

such surrender and payment is a date upon which the Corporation's transfer books for the Preferred Stock (or Common Stock or other securities, as the case may be) are closed, such Person shall be deemed to have become the record holder of such shares (fractional and otherwise) on, and such certificate shall be dated, the next succeeding Business Day on which the Corporation's transfer books for the Preferred Stock (or Common Stock or other securities, as the case may be) are open. Prior to the exercise of the Rights evidenced thereby, the holder of a Right Certificate shall not be entitled to any rights of a stockholder of the Corporation with respect to shares for which the Rights shall be exercisable, including, without limitation, the right to vote, to receive dividends or other distributions or to exercise any preemptive rights, and shall not be entitled to receive any notice of any proceedings of the Corporation, except as provided herein.

Section 11. *Adjustment of Purchase Price, Number and Kind of Shares or Number of Rights*

(a) The Purchase Price, the number and kind of shares, or fractions thereof, covered by each Right and the number of Rights outstanding are subject to adjustment from time to time as provided in this Section 11.

(i) In the event the Corporation shall at any time after the date of this Agreement (*A*) declare or pay a dividend on the Preferred Stock payable in shares of Preferred Stock, (*B*) subdivide the outstanding Preferred Stock into a greater number of shares, (*C*) combine or consolidate the outstanding Preferred Stock into a smaller number of shares or (*D*) issue any shares of its capital stock in a reclassification of the Preferred Stock (including any such reclassification in connection with a consolidation or merger in which the Corporation is the continuing or surviving corporation), then, in each such event, except as otherwise provided in Section 7(e) and this Section 11(a), the Purchase Price in effect at the time of the record date for such dividend or of the effective date of such subdivision, combination or reclassification, and the number and kind of shares of Preferred Stock or capital stock, as the case may be, issuable on such date, shall be proportionately adjusted so that the holder of any Right exercised after such time shall be entitled to receive, upon payment of the Purchase Price then in effect, the aggregate number and kind of shares of Preferred Stock or capital stock, as the case may be, which, if such Right had been exercised immediately prior to such date and at a time when the Preferred Stock or capital stock, as the case may be, transfer books of the Corporation were open, he would have owned upon such exercise and been entitled to receive by virtue of such dividend, subdivision, combination or reclassification; provided, however, that in no event shall the consideration to be paid upon the exercise of one Right be less than the aggregate par value of the shares of capital stock of the Company issued upon exercise of one Right. If an event occurs which would require an adjustment under both Section 11(a)(i) and Section 11(a)(ii) hereof, the adjustment provided for in this Section 11(a)(i) shall be in addition to, and shall be made prior to, any adjustment required pursuant to Section 11(a)(ii) hereof.

(ii) In the event (a "*Section 11(a)(ii) Event*") that any Person, alone or together with its Affiliates and Associates, shall become an Acquiring Person, then each holder of a Right, except as provided below and in Section 7(e) or Section 24 hereof, shall thereafter have the right to receive, upon exercise thereof at a price equal to the then current Purchase Price multiplied by the number of one one-thousandths of a share of Preferred Stock for which a Right is then exercisable, in accordance with the terms of this Agreement and in lieu of Preferred Stock, such number of shares of Common Stock of the Corporation as shall equal the result obtained by (*x*) multiplying the then current Purchase Price by the number of one one-thousandths of a share of Preferred Stock for which a Right is then exercisable, and (*y*) dividing that product by 50% of the Current Market Price per share of the Common Stock of the Corporation on the date of such occurrence (such number of shares being hereinafter referred to as the "*Adjustment Shares*").

(iii) In lieu of issuing shares of Common Stock of the Corporation in accordance with Section 11(a)(ii) hereof, the Corporation, acting by resolution of its Board of Directors, may, and, in the event that the number of shares of Common Stock which are authorized by the Corporation's Certificate of Incorporation but not outstanding or reserved for issuance for purposes other than upon exercise of the Rights are not sufficient to permit exercise in full of the

Rights in accordance with Section 11(a)(ii) hereof, the Corporation, acting by resolution of its Board of Directors, shall (*A*) determine the excess of (*1*) the value of the Adjustment Shares issuable upon the exercise of a Right (the "*Current Value*"), over (*2*) the Purchase Price attributable to each Right (such excess, the "*Spread*") and (*B*) with respect to each Right (subject to Section 7(e) hereof), make adequate provision to substitute for all or any part of the Adjustment Shares, upon payment of the applicable Purchase Price, (*1*) cash, (*2*) a reduction in the Purchase Price, (*3*) Common Stock, Preferred Stock or other equity securities of the Corporation (including, without limitation, shares, or units of shares, of preferred stock which the Board of Directors of the Corporation has deemed to have the same value as shares of Common Stock of the Corporation (such Preferred Stock or shares or units of preferred stock hereinafter called "*Common Stock Equivalents*")), (*4*) debt securities of the Corporation, (*5*) other assets or (*6*) any combination of the foregoing, which, when combined with the Adjustment Shares (if any) to be issued, has an aggregate value equal to the Current Value, where such aggregate value has been determined by action of the Board of Directors of the Corporation based upon the advice of a nationally recognized investment banking firm selected by the Board of Directors of the Corporation; *provided*, *however*, if the Corporation shall not have made adequate provision to deliver value pursuant to clause (B) above within 30 days following the occurrence of a Section 11(a)(ii) Event, then the Corporation shall be obligated to deliver, upon the surrender for exercise of a Right and without requiring payment of the Purchase Price, shares of Common Stock of the Corporation (to the extent available) and then, if necessary, cash, which shares and cash have an aggregate value equal to the Spread. If, after the occurrence of a Section 11(a)(ii) Event, the number of shares of Common Stock that are authorized by the Corporation's certificate of incorporation but not outstanding or reserved for issuance for purposes other than upon exercise of the Rights are not sufficient to permit exercise in full of the Rights in accordance with Section 11(a)(ii) hereof and the Corporation, acting by resolution of its Board of Directors, shall determine in good faith that it is likely that sufficient additional shares of its Common Stock could be authorized for issuance upon exercise in full of the Rights, the 30 day period set forth above may be extended to the extent necessary, but not more than 90 days after the occurrence of such Section 11(a)(ii) Event, in order that the Corporation may seek stockholder approval for the authorization of such additional shares (such period as it may be extended, the "*Substitution Period*"). To the extent that the Corporation determines that some action is to be taken pursuant to the terms of this Section 11(a)(iii), the Corporation (*x*) shall provide, subject to Section 7(e) and Section 7(f) hereof, that such action shall apply uniformly to all outstanding Rights and (*y*) may suspend the exercisability of the Rights until the expiration of the Substitution Period in order to seek such stockholder approval for the authorization of additional shares or to decide the appropriate form of distribution to be made pursuant to the first sentence of this Section 11(a)(iii) and to determine the value thereof. In the event of any such suspension, the Corporation shall issue a public announcement, and shall deliver to the Rights Agent a statement, stating that the exercisability of the Rights has been temporarily suspended, as well as a public announcement, and delivery of a subsequent statement to the Rights Agent, at such time as the suspension is no longer in effect. For purposes of this Section 11(a)(iii), the value of the Common Stock of the Corporation shall be the Current Market Price per share of the Common Stock of the Corporation on the date of the occurrence of the Section 11(a)(ii) Event, and the per share or per unit value of any Common Stock Equivalents shall be deemed to equal the Current Market Price per share of the Common Stock of the Corporation on such date.

(b) In the event that the Corporation shall fix a record date for the issuance of rights, options or warrants to all holders of shares of Preferred Stock entitling them (for a period expiring within 45 calendar days after such record date) to subscribe for or purchase Preferred Stock (or shares having the same rights, privileges and preferences as the shares of Preferred Stock ("*Equivalent Preference Stock*")) or securities convertible into shares of Preferred Stock or Equivalent Preference Stock at a price per share of Preferred Stock or Equivalent Preference Stock (or having a conversion price per share, if a security convertible into shares of Preferred Stock or Equivalent Preference Stock) less than the Current Market Price per share of the Preferred Stock (as defined in Section 11(d)) on such record date, then, in each such case, the Purchase Price to be in effect after such record date shall be adjusted by multiplying the Purchase Price in effect immediately prior to such record date by a fraction, the

numerator of which shall be the number of shares of Preferred Stock outstanding on such record date plus the number of additional shares of Preferred Stock and/or Equivalent Preference Stock which the aggregate offering price of the total number of shares so to be offered (and/or the aggregate initial conversion price of the convertible securities so to be offered) would purchase at such Current Market Price, and the denominator of which shall be the number of shares of Preferred Stock outstanding on such record date plus the number of additional shares of Preferred Stock and/or Equivalent Preference Stock to be offered for subscription or purchase (or into which the convertible securities so to be offered are initially convertible); *provided*, *however*, that in no event shall the consideration to be paid upon the exercise of one Right be less than the aggregate par value of the shares of capital stock of the Corporation issuable upon the exercise of one Right. In case such subscription price may be paid in consideration part or all of which shall be in a form other than cash, the value of such consideration shall be as determined in good faith by the Board of Directors of the Corporation, whose determination shall be described in a statement filed with the Rights Agent and shall be binding on the Rights Agent and the holders of the Rights. Preferred Stock owned by or held for the account of the Corporation shall not be deemed outstanding for the purpose of any such computation. Such adjustment shall be made successively whenever such a record date is fixed; and in the event that such rights, options or warrants are not so issued, the Purchase Price shall be adjusted to be the Purchase Price which would then be in effect if such record date had not been fixed.

(c) In case the Corporation shall fix a record date for the making of a distribution to all holders of Preferred Stock (including any such distribution made in connection with a consolidation or merger in which the Corporation is the continuing or surviving corporation) of evidences of indebtedness or assets (other than a regular periodic cash dividend or a dividend payable in Preferred Stock, but including any dividend payable in stock other than Preferred Stock) or subscription rights or warrants (excluding those referred to in Section 11(b) hereof), then, in each such case, the Purchase Price to be in effect after such record date shall be determined by multiplying the Purchase Price in effect immediately prior to such record date by a fraction, the numerator of which shall be the Current Market Price per share of Preferred Stock on such record date, less the fair market value (as determined in good faith by the Board of Directors of the Corporation, whose determination shall be described in a statement filed with the Rights Agent) of the portion of the assets or evidences of indebtedness so to be distributed or of such subscription rights or warrants applicable to one share of Preferred Stock, and the denominator of which shall be such Current Market Price per share of Preferred Stock; *provided*, *however*, that in no event shall the consideration to be paid upon the exercise of one Right be less than the aggregate par value of the shares of capital stock of the Corporation issuable upon the exercise of one Right. Such adjustments shall be made successively whenever such a record date is fixed, and in the event that such distribution is not so made, the Purchase Price shall again be adjusted to be the Purchase Price which would then be in effect if such record date had not been fixed.

(d) (i) For the purpose of any computation hereunder, the "*Current Market Price*" per share of Common Stock of the Corporation on any date shall be deemed to be the average of the daily closing prices per share of such Common Stock of the Corporation for the 30 consecutive Trading Days immediately prior to such date; *provided*, *however*, that in the event that the Current Market Price per share of Common Stock of the Corporation is determined during a period following the announcement by the issuer of such Common Stock of (*A*) a dividend or distribution on such Common Stock payable in shares of such Common Stock or securities convertible into such Common Stock (other than the Rights) or (*B*) any subdivision, combination or reclassification of such Common Stock, and prior to the expiration of the 30 Trading Days after the ex-dividend date for such dividend or distribution, or the record date for such subdivision, combination or reclassification, as the case may be, then, and in each such case, the Current Market Price shall be appropriately adjusted to take into account the ex-dividend trading. The closing price for each day shall be the last sale price, regular way, or, in case no such sale takes place on such day, the average of the closing bid and asked prices, regular way, in either case as reported in the principal consolidated transaction reporting system with respect to securities listed or admitted to trading on the New York Stock Exchange or the Nasdaq Stock Market or, if the shares of Common Stock of the Corporation are not listed or admitted to trading on the New York Stock Exchange or the Nasdaq Stock Market, as reported in the principal consolidated transaction reporting system with respect to securities listed on the principal national securities exchange on which the

shares of Common Stock of the Corporation are listed or admitted to trading or, if the shares of Common Stock of the Corporation are not listed or admitted to trading on any national securities exchange, the last quoted price or, if not so quoted, the average of the high bid and low asked prices in the over-the-counter market, as reported by Pink Sheets LLC or such other system then in use, or, if on any such date the shares of Common Stock of the Corporation are not quoted by any such organization, the average of the closing bid and asked prices as furnished by a professional market maker making a market in shares of Common Stock of the Corporation selected by the Corporation, acting by resolution of the Board of Directors of the Corporation, or, if on any such date no market maker is making a market in shares of Common Stock of the Corporation, the fair value of such shares on such date as determined in good faith by the Corporation, acting by resolution of the Board of Directors of the Corporation (which determination shall be described in a statement filed with the Rights Agent and shall be conclusive for all purposes). The term "*Trading Day*" shall mean a day on which the principal national securities exchange on which the shares of Common Stock of the Corporation are listed or admitted to trading is open for the transaction of business or, if the shares of Common Stock of the Corporation are not listed or admitted to trading on any national securities exchange, a Business Day.

(ii) For the purpose of any computation hereunder, the "*Current Market Price*" per share of Preferred Stock shall be determined in the same manner as set forth for the Common Stock of the Corporation in Section 11(d)(i) hereof (other than the last clause of the second sentence thereof). If the Current Market Price per share of Preferred Stock cannot be determined in the manner provided above or if the Preferred Stock is not publicly held or listed or traded in a manner described in Section 11(d)(i) hereof, the Current Market Price per share of Preferred Stock shall be conclusively deemed to be an amount equal to 1,000 (as such number may be appropriately adjusted for such events as stock splits, stock dividends and recapitalizations with respect to the Common Stock of the Corporation occurring after the date of this Agreement) multiplied by the Current Market Price per share of the Common Stock of the Corporation. If neither the Common Stock of the Corporation nor the Preferred Stock is publicly held or so listed or traded, the Current Market Price per share of Preferred Stock shall mean the fair value per share as determined in good faith by the Corporation, acting by resolution of its Board of Directors, whose determination shall be described in a statement filed with the Rights Agent and shall be conclusive for all purposes. For all purposes of this Agreement, the Current Market Price of one one-thousandth of a share of Preferred Stock shall be equal to the Current Market Price of one share of Preferred Stock divided by 1,000.

(e) Anything herein to the contrary notwithstanding, no adjustment in the Purchase Price shall be required unless such adjustment would require an increase or decrease of at least 1% in such price; *provided*, *however*, that any adjustments which by reason of this Section 11(e) are not required to be made shall be carried forward and taken into account in any subsequent adjustment. All calculations under this Section 11 shall be made to the nearest cent or to the nearest ten-thousandth of a share of Common Stock or other share or the nearest one ten-millionth of a share of Preferred Stock, as the case may be. Notwithstanding the first sentence of this Section 11(e), any adjustment required by this Section 11 shall be made no later than the earlier of (*i*) three years from the date of the transaction which mandates such adjustment or (*ii*) the Expiration Date.

(f) If as a result of an adjustment made pursuant to Section 11(a) or Section 13(a) hereof, the holder of any Right thereafter exercised shall become entitled to receive any shares of capital stock of the Corporation other than Preferred Stock, thereafter the Purchase Price and the number of such other shares so receivable upon exercise of any Right shall be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to the Preferred Stock contained in Sections 11(a), (b), (c), (e), (g), (h), (i), (j), (k) and (m) inclusive, and the provisions of Sections 7, 9, 10, 13 and 14 with respect to the Preferred Stock shall apply on like terms to any such other shares; *provided*, *however*, that the Corporation shall not be liable for its inability to reserve and keep available for issuance upon exercise of the Rights pursuant to Section 11(a)(ii) a number of shares of its Common Stock greater than the number then authorized by the Certificate of Incorporation of the Corporation but not outstanding or reserved for any other purpose.

(g) All Rights originally issued by the Corporation subsequent to any adjustment made to the Purchase Price hereunder shall evidence the right to purchase, at the adjusted Purchase Price, the number of one one-thousandths of a share of Preferred Stock purchasable from time to time hereunder upon exercise of the Rights, all subject to further adjustment as provided herein.

(h) Unless the Corporation shall have exercised its election as provided in Section 11(i), upon each adjustment of the Purchase Price as a result of the calculations made in Section 11(b) and (c), each Right outstanding immediately prior to the making of such adjustment shall thereafter evidence the right to purchase, at the adjusted Purchase Price, that number of one one-thousandths of a share of Preferred Stock (calculated to the nearest one ten-millionth of a share of Preferred Stock) obtained by (*i*) multiplying (*A*) the number of one one-thousandths of a share covered by a Right immediately prior to such adjustment of the Purchase Price by (*B*) the Purchase Price in effect immediately prior to such adjustment of the Purchase Price and (*ii*) dividing the product so obtained by the Purchase Price in effect immediately after such adjustment of the Purchase Price.

(i) The Corporation may elect on or after the date of any adjustment of the Purchase Price to adjust the number of Rights, in substitution for any adjustment in the number of one one-thousandths of a share of Preferred Stock purchasable upon the exercise of a Right. Each of the Rights outstanding after such adjustment of the number of Rights shall be exercisable for the number of one one-thousandths of a share of Preferred Stock for which a Right was exercisable immediately prior to such adjustment. Each Right held of record prior to such adjustment of the number of Rights shall become that number of Rights (calculated to the nearest one-hundred-thousandth) obtained by dividing the Purchase Price in effect immediately prior to adjustment of the Purchase Price by the Purchase Price in effect immediately after adjustment of the Purchase Price. The Corporation shall make a public announcement of its election to adjust the number of Rights, indicating the record date for the adjustment, and, if known at the time, the amount of the adjustment to be made. This record date may be the date on which the Purchase Price is adjusted or any day thereafter, but, if the Right Certificates have been issued, shall be at least 10 days later than the date of the public announcement. If Right Certificates have been issued, upon each adjustment of the number of Rights pursuant to this Section 11(i), the Corporation shall, as promptly as practicable, cause to be distributed to holders of record of Right Certificates on such record date Right Certificates evidencing, subject to Section 14 hereof, the additional Rights to which such holders shall be entitled as a result of such adjustment, or, at the option of the Corporation, shall cause to be distributed to such holders of record in substitution and replacement for the Right Certificates held by such holders prior to the date of adjustment, and upon surrender thereof, if required by the Corporation, new Right Certificates evidencing all the Rights to which such holders shall be entitled after such adjustment. Right Certificates so to be distributed shall be issued, executed and countersigned in the manner provided for herein (and may bear, at the option of the Corporation, the adjusted Purchase Price) and shall be registered in the names of the holders of record of Right Certificates on the record date specified in the public announcement.

(j) Irrespective of any adjustment or change in the Purchase Price or the number of shares of Preferred Stock, or fraction thereof, issuable upon the exercise of the Rights, the Right Certificates theretofore and thereafter issued may continue to express the Purchase Price per one one-thousandth of a share and the number of shares which were expressed in the initial Right Certificates issued hereunder.

(k) Before taking any action that would cause an adjustment reducing the Purchase Price below one one-thousandth of the then par value of a share of Preferred Stock issuable upon exercise of the Rights, the Corporation shall take any corporate action which may, in the opinion of its counsel, be necessary in order that the Corporation may validly and legally issue fully paid and nonassessable shares of Preferred Stock at such adjusted Purchase Price.

(l) In any case in which this Section 11 shall require that an adjustment in the Purchase Price be made effective as of a record date for a specified event, the Corporation may elect to defer until the occurrence of such event the issuing to the holder of any Right exercised after such record date the Preferred Stock, or a fraction thereof, and other capital stock or securities of the Corporation, if any, issuable upon such exercise over and above the Preferred Stock and other capital stock or securities of the Corporation, if any, issuable upon such exercise on the basis of the Purchase Price in effect prior to

such adjustment; *provided*, *however*, that the Corporation shall deliver to such holder a due bill or other appropriate instrument evidencing such holder's right to receive such additional shares (fractional or otherwise) or securities upon the occurrence of the event requiring such adjustment.

(m) Anything in this Section 11 to the contrary notwithstanding, the Corporation, acting by resolution of its Board of Directors shall be entitled to make such reductions in the Purchase Price, in addition to those adjustments expressly required by this Section 11, as and to the extent that it in its sole discretion shall determine to be advisable in order that any consolidation or subdivision of the Preferred Stock, issuance wholly for cash of any Preferred Stock at less than the Current Market Price, issuance wholly for cash of Preferred Stock or securities which by their terms are convertible into or exchangeable for Preferred Stock, stock dividends or issuance of rights, options or warrants referred to hereinabove in this Section 11, hereafter made by the Corporation to holders of its Preferred Stock shall not be taxable to such stockholders.

(n) The Corporation covenants and agrees that it shall not, at any time after the Distribution Date, (*i*) consolidate with any other Person, (*ii*) merge with or into any other Person or (*iii*) sell or transfer (or permit any Subsidiary to sell or transfer), in one transaction or a series of related transactions, assets, cash flow or earning power aggregating more than 50% of the assets, cash flow or earning power of the Corporation and its Subsidiaries (taken as a whole) to any other Person or Persons if (*x*) at the time of or immediately after such consolidation, merger or sale there are any rights, warrants or other instruments or securities outstanding or agreements in effect which would substantially diminish or otherwise eliminate the benefits intended to be afforded by the Rights or (*y*) prior to, simultaneously with or immediately after such consolidation, merger or sale, the stockholders of the Person who constitutes, or would constitute, the "*Principal Party*" for purposes of Section 13(a) hereof shall have received a distribution of Rights previously owned by such Person or any of its Affiliates and Associates.

(o) The Corporation covenants and agrees that, after the Distribution Date, it will not, except as permitted by Section 23, Section 24 or Section 27 hereof, take (or permit any Subsidiary to take) any action if at the time such action is taken it is reasonably foreseeable that such action will diminish substantially or eliminate the benefits intended to be afforded by the Rights.

(p) Anything in this Agreement to the contrary notwithstanding, in the event the Corporation shall at any time after the date of this Agreement and prior to the Distribution Date (*i*) declare or pay any dividend on its Common Stock payable in Common Stock of the Corporation, (*ii*) subdivide its outstanding Common Stock into a greater number of shares (by reclassification or otherwise than by payment of dividends in Common Stock) or (*iii*) combine or consolidate its outstanding Common Stock into a smaller number of shares, then, in any such case, (*x*) the number of one one-thousandths of a share of Preferred Stock purchasable after such event upon proper exercise of each Right shall be determined by multiplying the number of one one-thousandths of a share of Preferred Stock so purchasable immediately prior to such event by a fraction, the numerator of which is the number of shares of Common Stock of the Corporation outstanding immediately before such event and the denominator of which is the number of shares of such Common Stock outstanding immediately after such event and (*y*) action shall be taken such that each share of Common Stock of the Corporation outstanding immediately after such event shall have issued with respect to it that number of Rights which each share of Common Stock of the Corporation outstanding immediately prior to such event had issued with respect to it. The adjustments provided for in this Section 11(p) shall be made successively whenever such a dividend is declared or paid or such a subdivision, combination or consolidation is effected. If an event occurs which would require an adjustment under Section 11(a)(ii) and this Section 11(p), the adjustments provided for in this Section 11(p) shall be in addition and prior to any adjustment required pursuant to Section 11(a)(ii).

Section 12. *Certificate of Adjusted Purchase Price or Number of Shares*. Whenever an adjustment is made as provided in Sections 11 and 13, the Corporation shall (*a*) promptly prepare a certificate setting forth such adjustment and a brief statement of the facts accounting for such adjustment, (*b*) promptly file with the Rights Agent and with each transfer agent for its Common Stock and Preferred Stock a copy of such certificate and (*c*) if such adjustment occurs following a Distribution Date, mail a brief summary thereof to each holder of a Right Certificate in accordance with Section 26 of this Agreement.

Notwithstanding the foregoing sentence, the failure of the Corporation to make such certificates or give such notice shall not affect the validity or the force or effect of the requirement for such adjustment. The Rights Agent shall be fully protected in relying on any such certificate and on any adjustment therein contained. Any adjustment to be made pursuant to Sections 11 and 13 shall be effective as of the date of the event giving rise to such adjustment.

Section 13. *Consolidation, Merger or Sale or Transfer of Assets, Cash Flow or Earning Power*.

(a) In the event (a "*Section 13 Event*") that, following the occurrence of a Section 11(a)(ii) Event, directly or indirectly, (*x*) the Corporation shall consolidate or otherwise combine with or merge with or into, any other Person and the Corporation shall not be the surviving or continuing corporation of such consolidation, combination or merger, (*y*) any Person shall consolidate or otherwise combine with or merge with or into the Corporation and the Corporation shall be the surviving or continuing corporation of such consolidation, combination or merger and, in connection therewith, all or part of the Common Stock of the Corporation shall be changed into or exchanged for stock or other securities of the Corporation or any other Person or cash or any other property or (*z*) the Corporation shall sell or otherwise transfer (or one or more of its Subsidiaries shall sell or otherwise transfer), in one or more transactions, assets, cash flow or earning power aggregating more than 50% of the assets, cash flow or earning power of the Corporation and its Subsidiaries (taken as a whole and calculated on the basis of the Corporation's most recent regularly prepared financial statement) to any Person or Persons other than the Company or one or more of its wholly owned Subsidiaries, then, and in each such case (except as provided in Section 13(d) hereof), proper provision shall be made so that (*i*) each holder of a Right (except as provided in Section 7(e) hereof) shall thereafter have the right to receive, upon the exercise thereof at a price equal to the then current Purchase Price multiplied by the number of one one-thousandths of one share of Preferred Stock for which a Right is then exercisable, in accordance with the terms of this Agreement and in lieu of Preferred Stock, such number of validly authorized and issued, fully paid, nonassessable and freely tradable shares of Common Stock of the Principal Party (as hereinafter defined), not subject to any liens, encumbrances, rights of call, rights of first refusal or other adverse claims, as shall be equal to the result obtained by multiplying the then current Purchase Price by the number of one one-thousandths of one share of Preferred Stock for which a Right is then exercisable and dividing that product by 50% of the Current Market Price per share of Common Stock of such Principal Party on the date of consummation of such merger, consolidation, sale or transfer; (*ii*) such Principal Party shall thereafter be liable for, and shall assume, by virtue of such Section 13 Event, all the obligations and duties of the Corporation pursuant to this Agreement; (*iii*) the term "*Corporation*" shall thereafter be deemed to refer to such Principal Party, it being specifically intended that the provisions of Section 11 hereof shall apply only to such Principal Party following the occurrence of a Section 13 Event; (*iv*) such Principal Party shall take such steps (including, but not limited to, the reservation of a sufficient number of shares of its Common Stock in accordance with Section 9 hereof) in connection with such consummation as may be necessary to assure that the provisions hereof shall thereafter be applicable, as nearly as reasonably may be possible, in relation to its shares of Common Stock thereafter deliverable upon the exercise of the Rights; and (*v*) the provisions of Section 11(a)(ii) hereof shall be of no effect following the occurrence of any Section 13 Event.

(b) "*Principal Party*" shall mean:

(i) in the case of any transaction described in clause (x) or (y) of the first sentence of Section 13(a) hereof: (*A*) the Person that is the issuer of any securities into which shares of Common Stock of the Corporation are converted in such merger or consolidation, or (*B*) if no securities are so issued, (*x*) the Person that is the other party to such merger, if such Person survives such merger, or (*y*) if the Person that is the other party to the merger does not survive the merger, the Person that does survive the merger (including the Corporation if it survives) or (*z*) the Person resulting from the consolidation; and

(ii) in the case of any transaction described in clause (z) of the first sentence of Section 13(a) hereof, the Person that is the party receiving the greatest portion of the assets, cash flow or earning power transferred pursuant to such transaction or transactions; *provided*,

however, that in any such case, (*1*) if the Common Stock of such Person is not at such time and has not been continuously over the preceding 12 month period registered under Section 12 of the Exchange Act, and such Person is a direct or indirect Subsidiary of another Person the Common Stock of which is and has been so registered, "Principal Party" shall refer to such other Person; (*2*) in case such Person is a Subsidiary, directly or indirectly, of more than one Person, the Common Stocks of two or more of which are and have been so registered, "Principal Party" shall refer to whichever of such Persons is the issuer of the Common Stock having the greatest aggregate market value; or (*3*) if such Person is owned, directly or indirectly, by a joint venture formed by two or more Persons that are not owned, directly or indirectly, by the same Person, the rules set forth in clauses (1) and (2) above shall apply to each of the owners having an interest in the venture as if the Person owned by the joint venture was a Subsidiary of both or all of such joint venturers, and the Principal Party in each such case shall bear the obligations set forth in this Section 13 in the same ratio as its interest in such Person bears to the total of such interests.

(c) The Corporation shall not consummate any Section 13 Event unless the Principal Party shall have a sufficient number of authorized shares of its Common Stock which have not been issued or reserved for issuance to permit the exercise in full of the Rights in accordance with this Section 13 and unless prior thereto the Corporation and such issuer shall have executed and delivered to the Rights Agent a supplemental agreement containing the provisions set forth in paragraphs (a) and (b) of this Section 13 and further providing that, as soon as practicable after the date of any such Section 13 Event, the Principal Party will:

(i) prepare and file a registration statement under the Act with respect to the Rights and the securities purchasable upon exercise of the Rights on an appropriate form and will use its best efforts to cause such registration statement to (*A*) become effective as soon as practicable after such filing and (*B*) remain effective (with a prospectus at all times meeting the requirements of the Act) until the Expiration Date, and similarly comply with applicable state securities laws; and

(ii) use its best efforts to list (or continue the listing of) the Rights and the securities purchasable upon exercise of the Rights on a national securities exchange; and

(iii) deliver to holders of the Rights historical financial statements for the Principal Party and each of its Affiliates which comply in all respects with the requirements for registration on Form 10 under the Exchange Act.

The provisions of this Section 13 shall similarly apply to successive mergers or consolidations or sales or other transfers. In the event that a Section 13 Event shall occur at any time after the occurrence of a Section 11(a)(ii) Event, the Rights which have not theretofore been exercised shall thereafter, subject to Section 7(e) hereof, become exercisable in the manner described in Section 13(a) hereof.

(d) The Corporation covenants and agrees that it will not, after the occurrence of a Section 11(a)(ii) Event, engage in any Section 13 Event if at the time of or after such event there are any charter or by-law provisions or any rights, warrants or other instruments outstanding or any other action taken which would diminish or otherwise eliminate the benefits intended to be afforded by the Rights.

Section 14. *Fractional Rights and Fractional Shares*.

(a) The Corporation shall not be required to issue fractions of Rights or to distribute Right Certificates which evidence fractional Rights. In lieu of such fractional Rights, there shall be paid to the registered holders of the Right Certificates with regard to which such fractions of Rights would otherwise be issuable an amount in cash equal to the same fraction of the current market value of a whole Right. For the purposes of this Section 14(a), the current market value of a whole Right shall be the closing price of the Rights for the Trading Day immediately prior to the date on which such fractional Rights would have been otherwise issuable. The closing price of the Rights for any day shall be the last sale price, regular way, or, in case no such sale takes place on such day, the average of the

closing bid and asked prices, regular way, in either case as reported in the principal consolidated transaction reporting system with respect to securities listed or admitted to trading on the New York Stock Exchange or the Nasdaq Stock Market or, if the Rights are not listed or admitted to trading on the New York Stock Exchange or the Nasdaq Stock Market, as reported in the principal consolidated transaction reporting system with respect to securities listed on the principal national securities exchange on which the Rights are listed or admitted to trading or, if the Rights are not listed or admitted to trading on any national securities exchange, the last quoted price or, if not so quoted, the average of the high bid and low asked prices in the over-the-counter market, or, if on any such date the Rights are not quoted by any such organization, the average of the closing bid and asked prices as furnished by a professional market maker making a market in the Rights (selected by the Corporation, acting by resolution of its Board of Directors). If on any such date no such market maker is making a market in the Rights, the fair value of the Rights on such date as determined in good faith by the Corporation, acting by resolution of its Board of Directors shall be used.

(b) The Corporation shall not be required to issue fractions of shares of Preferred Stock (other than fractions which are integral multiples of one one-thousandth of a share of Preferred Stock) upon exercise of the Rights or to distribute certificates which evidence fractional shares (other than fractions which are integral multiples of one one-thousandth of a share of Preferred Stock). Interests in fractions of Preferred Stock in integral multiples of one one-thousandth of a share of Preferred Stock may, at the election of the Corporation, be evidenced by depositary receipts, pursuant to an appropriate agreement between the Corporation and a depositary selected by it, provided that such agreement shall provide that the holders of depositary receipts shall have all the rights, privileges and preferences to which they are entitled as beneficial owners of the Preferred Stock. In lieu of fractional shares that are not integral multiples of one one-thousandth of a share of Preferred Stock, the Corporation shall pay to the registered holders of Right Certificates at the time such Right Certificates are exercised as herein provided an amount in cash equal to the same fraction of the current market value of one share of Preferred Stock. For purposes of this Section 14(b), the current market value of a share of Preferred Stock shall be the closing price of a share of Preferred Stock (as determined pursuant to Section 11(d)(ii) hereof) for the Trading Day immediately prior to the date of such exercise.

(c) Following the occurrence of a Section 11(a)(ii) Event or a Section 13 Event, the Corporation shall not be required to issue fractions of shares of its Common Stock upon exercise of the Rights or to distribute certificates or Ownership Statements which evidence fractional shares of its Common Stock. In lieu of fractional shares of its Common Stock, the Corporation may pay to the registered holders of Right Certificates at the time such Rights are exercised as herein provided an amount in cash equal to the same fraction of the current market value of one share of its Common Stock. For purposes of this Section 14(c), the current market value of one share of Common Stock of the Corporation shall be the closing price of one share of Common Stock of the Corporation (as determined pursuant to Section 11(d)(i) hereof) for the Trading Day immediately prior to the date of such exercise.

(d) The holder of a Right by the acceptance of the Right expressly waives his right to receive any fractional Rights or any fractional shares upon exercise of a Right except as otherwise permitted by this Section 14.

Section 15. *Rights of Action.* All rights of action in respect of this Agreement, except the rights of action vested in the Rights Agent pursuant to Section 18 hereof, are vested in the respective registered holders of the Right Certificates (and, prior to the Distribution Date, the registered holders of Common Stock of the Corporation); and any registered holder of any Right Certificate (or, prior to the Distribution Date, of Common Stock of the Corporation), without the consent of the Rights Agent or of any holder of any other Right Certificate (or, prior to the Distribution Date, of Common Stock of the Corporation) may, in his own behalf and for his own benefit, enforce, and may institute and maintain any suit, action or proceeding against the Corporation to enforce, or otherwise act in respect of, his right to exercise the Rights evidenced by such Right Certificate in the manner provided in such Right Certificate and in this Agreement. Without limiting the foregoing or any remedies available to the holders of Rights, it is specifically acknowledged that the holders of Rights would not have an adequate remedy at law for any breach of this Agreement and will be entitled to specific performance of the obligations hereunder and

injunctive relief against actual or threatened violations of the obligations of any Person subject to this Agreement.

Section 16. *Agreement of Right Holders*. Every holder of a Right by accepting such Right consents and agrees with the Corporation and the Rights Agent and with every other holder of a Right that:

(a) prior to the Close of Business on the earlier of the Distribution Date or the Expiration Date, the Rights shall be evidenced by the Book-Entries and Ownership Statements or certificates for shares of Common Stock of the Corporation registered in the name of the holders of such shares (which Book-Entries and Ownership Statements or certificates for shares of Common Stock of the Corporation shall also constitute certificates for Rights) and each Right will be transferable only in connection with the transfer of Common Stock of the Corporation;

(b) after the Distribution Date, the Right Certificates are transferable only on the registry books of the Rights Agent if surrendered at the office of the Rights Agent designated for such purpose, duly endorsed or accompanied by a proper instrument of transfer;

(c) the Corporation and the Rights Agent may deem and treat the Person in whose name the Right Certificate (or, prior to the Distribution Date, the associated Common Stock Book-Entry and Ownership Statement or certificate) is registered as the absolute owner thereof and of the Rights evidenced thereby (notwithstanding any notations of ownership or writing on the Right Certificate or the associated Common Stock certificate made by anyone other than the Corporation or the Rights Agent) for all purposes whatsoever, and neither the Corporation nor the Rights Agent shall be affected by any notice to the contrary; and

(d) notwithstanding anything in this Agreement to the contrary, neither the Corporation nor the Rights Agent shall have any liability to any holder of a Right or other Person as a result of its inability to perform any of its obligations under this Agreement by reason of any preliminary or permanent injunction or other order, decree or ruling issued by a court of competent jurisdiction or by a governmental, regulatory or administrative agency or commission, or any statute, rule, regulation or executive order promulgated or enacted by any governmental authority, prohibiting or otherwise restraining performance of such obligation; *provided*, *however*, the Corporation must use its best efforts to have any such order, decree or ruling lifted or otherwise overturned as soon as possible.

Section 17. *Right Certificate Holder Not Deemed a Stockholder*. No holder, as such, of any Right or Right Certificate shall be entitled to vote, receive dividends or be deemed for any purpose the holder of the number of one one-thousandths of a share of Preferred Stock or any other securities of the Corporation which may at any time be issuable on the exercise of the Rights represented thereby, nor shall anything contained herein or in any Right Certificate be construed to confer upon the holder of any Right or Right Certificate, as such, any of the rights of a stockholder of the Corporation or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action, or to receive notice of meetings or other actions affecting stockholders (except as provided in Section 25), or to receive dividends or subscription rights, or otherwise, until the Right or Rights evidenced by such Right Certificate shall have been exercised in accordance with the provisions hereof.

Section 18. *Concerning the Rights Agent*.

(a) The Corporation agrees to pay to the Rights Agent compensation as agreed to by the parties for all services rendered by it hereunder and, from time to time, on demand of the Rights Agent, its reasonable expenses and counsel fees and other disbursements incurred in the administration and execution of this Agreement and the exercise and performance of its duties hereunder. The Corporation also agrees to indemnify the Rights Agent for, and to hold it harmless against, any loss, liability or expense, incurred without gross negligence, bad faith or willful misconduct on the part of the Rights Agent, for anything done or omitted by the Rights Agent in connection with the acceptance and administration of this Agreement, including the costs and expenses of defending against any claim of

liability in the premises. In no event will the Rights Agent be liable for special, indirect, incidental or consequential loss or damage of any kind whatsoever, even if the Rights Agent has been advised of the possibility of such loss or damage.

(b) The Rights Agent shall be protected and shall incur no liability for or in respect of any action taken, suffered or omitted by it in connection with its administration of this Agreement in reliance upon any Right Certificate or certificate for Preferred Stock or Common Stock of the Corporation or for other securities of the Corporation, instrument of assignment or transfer, power of attorney, endorsement, affidavit, letter, notice, direction, consent, certificate, statement or other paper or document believed by it to be genuine and to be signed, executed and, where necessary, verified or acknowledged by the proper Person or Persons.

Section 19. *Merger or Consolidation or Change of Name of Rights Agent*.

(a) Any corporation or limited liability company into which the Rights Agent or any successor Rights Agent may be merged or with which it may be consolidated, or any corporation or limited liability company resulting from any merger or consolidation to which the Rights Agent or any successor Rights Agent shall be a party, or any corporation or limited liability company succeeding to the corporate trust or stock transfer business of the Rights Agent or any successor Rights Agent, shall be the successor to the Rights Agent under this Agreement without the execution or filing of any paper or any further act on the part of any of the parties hereto; *provided*, *however*, that such corporation or limited liability company would be eligible for appointment as a successor Rights Agent under the provisions of Section 21 hereof. The purchase of all or substantially all of the Rights Agent's assets employed in the performance of transfer agent activities shall be deemed a merger or consolidation for purposes of this Section 19. In case at the time such successor Rights Agent shall succeed to the agency created by this Agreement, any of the Right Certificates shall have been countersigned but not delivered, any such successor Rights Agent may adopt the countersignature of the predecessor Rights Agent and deliver such Right Certificates so countersigned; and in case at that time any of the Right Certificates shall not have been countersigned, any successor Rights Agent may countersign such Right Certificates either in the name of the predecessor Rights Agent or in the name of the successor Rights Agent; and in all such cases such Right Certificates shall have the full force provided in the Right Certificates and in this Agreement.

(b) In case at any time the name of the Rights Agent shall be changed and at such time any of the Right Certificates shall have been countersigned but not delivered, the Rights Agent may adopt the countersignature under its prior name and deliver Right Certificates so countersigned; and in case at that time any of the Right Certificates shall not have been countersigned, the Rights Agent may countersign such Right Certificates either in its prior name or in its changed name; and in all such cases such Right Certificates shall have the full force provided in the Right Certificates and in this Agreement.

Section 20. *Duties of Rights Agent*. The Rights Agent undertakes the duties and obligations imposed by this Agreement upon the following terms and conditions, by all of which the Corporation and the holders of Right Certificates, by their acceptance thereof, shall be bound:

(a) The Rights Agent may consult with legal counsel selected by it (which may be legal counsel for the Corporation), and the opinion of such counsel shall be full and complete authorization and protection to the Rights Agent as to any action taken or omitted by it in good faith and in accordance with such opinion.

(b) Whenever in the performance of its duties under this Agreement the Rights Agent shall deem it necessary or desirable that any fact or matter (including, without limitation, the identity of an Acquiring Person and the determination of the Current Market Price per share of Preferred Stock and Common Stock) be proved or established by the Corporation prior to taking or suffering any action hereunder, such fact or matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate signed by the

Chairman of the Board, the Chief Executive Officer, the President (if any) or the Senior Vice President and General Counsel and by the Treasurer or the Secretary of the Corporation and delivered to the Rights Agent; and such certificate shall be full authorization to the Rights Agent for any action taken or suffered in good faith by it under the provisions of this Agreement in reliance upon such certificate.

(c) The Rights Agent shall be liable hereunder only for its own gross negligence, bad faith or willful misconduct;*provided*, *however*, that in no event will the Rights Agent be liable for special, indirect, incidental or consequential loss or damage of any kind whatsoever.

(d) The Rights Agent shall not be liable for or by reason of any of the statements of fact or recitals contained in this Agreement or in the Right Certificates (except its countersignature thereof) or be required to verify the same, but all such statements and recitals are and shall be deemed to have been made by the Corporation only.

(e) The Rights Agent shall not be under any responsibility in respect of the validity of this Agreement or the execution and delivery hereof (except the due execution hereof by the Rights Agent) or in respect of the validity or execution of any Right Certificate (except its countersignature thereof); nor shall it be responsible for any breach by the Corporation of any covenant or condition contained in this Agreement or in any Right Certificate; nor shall it be responsible for any adjustment required under the provisions of Section 11 or Section 13 or responsible for the manner, method or amount of any such adjustment or the ascertaining of the existence of facts that would require any such adjustment (except with respect to the exercise of Rights evidenced by Right Certificates after actual notice of any such adjustment); nor shall it be responsible for any determination by the Board of Directors of the Corporation of the Current Market Price of the Preferred Stock or Common Stock of the Corporation; nor shall it by any act hereunder be deemed to make any representation or warranty as to the authorization or reservation of any shares of Common Stock of the Corporation or Preferred Stock or other securities to be issued pursuant to this Agreement or any Right Certificate or as to whether any shares of Preferred Stock or Common Stock of the Corporation or other securities will, when issued, be validly authorized and issued, fully paid and nonassessable.

(f) The Corporation agrees that it will perform, execute, acknowledge and deliver or cause to be performed, executed, acknowledged and delivered all such further and other acts, instruments and assurances as may reasonably be required by the Rights Agent for the carrying out or performing by the Rights Agent of the provisions of this Agreement.

(g) The Rights Agent is hereby authorized and directed to accept instructions with respect to the performance of its duties hereunder from the Chairman of the Board, the Chief Executive Officer, the President (if any), the Senior Vice President and General Counsel, the Secretary or the Treasurer of the Corporation, and to apply to such officers for advice or instructions in connection with its duties, and it shall not be liable for any action taken or suffered to be taken by it in good faith in accordance with instructions of any such officer.

(h) The Rights Agent and any stockholder, director, officer or employee of the Rights Agent may buy, sell or deal in any of the Rights or other securities of the Corporation or become pecuniarily interested in any transaction in which the Corporation may be interested, or contract with or lend money to the Corporation or otherwise act as fully and freely as though it were not Rights Agent under this Agreement. Nothing herein shall preclude the Rights Agent from acting in any other capacity for the Corporation or for any other legal entity.

(i) The Rights Agent may execute and exercise any of the rights or powers hereby vested in it or perform any duty hereunder either itself or by or through its attorneys or agents, and the Rights Agent shall not be answerable or accountable for any act, omission, default, neglect or misconduct of any such attorneys or agents or for any loss to the Corporation or to holders of the Rights resulting from any such act, omission, default, neglect or misconduct, provided reasonable care was exercised in the selection and continued employment thereof.

(j) No provision of this Agreement shall require the Rights Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of its rights if there shall be reasonable grounds for believing that repayment of such funds or adequate indemnification against such risk or liability is not reasonably assured for it.

(k) If, with respect to any Right Certificate surrendered to the Rights Agent for exercise or transfer, the certificate attached to the form of assignment or form of election to purchase, as the case may be, has either not been completed or indicates an affirmative response to clause 1 and/or 2 thereof, the Rights Agent shall not take any further action with respect to such requested exercise or transfer without first consulting with the Corporation.

Section 21. *Change of Rights Agent*. The Rights Agent or any successor Rights Agent may resign and be discharged from its duties under this Agreement upon 30 days' notice in writing mailed to the Corporation and to each transfer agent of the Common Stock of the Corporation and Preferred Stock by registered or certified mail, and to the holders of the Right Certificates by first-class mail. The Corporation may remove the Rights Agent or any successor Rights Agent upon 30 days' notice in writing, mailed to the Rights Agent or successor Rights Agent, as the case may be, and to each transfer agent of the Common Stock of the Corporation and Preferred Stock by registered or certified mail, and to the holders of the Right Certificates by first-class mail. If the Rights Agent shall resign or be removed or shall otherwise become incapable of acting, the Corporation shall appoint a successor to the Rights Agent. If the Corporation shall fail to make such appointment within a period of 30 days after giving notice of such removal or after it has been notified in writing of such resignation or incapacity by the resigning or incapacitated Rights Agent or by the holder of a Right Certificate (who shall, with such notice, submit his Right Certificate for inspection by the Corporation), then the registered holder of any Right Certificate may apply to any court of competent jurisdiction for the appointment of a new Rights Agent. Any successor Rights Agent, whether appointed by the Corporation or by such a court, shall be a corporation or limited liability company organized and doing business under the laws of the United States or any state of the United States, in good standing, which is authorized under such laws to exercise corporate trust or stockholder services powers and is subject to supervision or examination by federal or state authority and which has at the time of its appointment as Rights Agent a combined capital and surplus of at least $100 million. After appointment, the successor Rights Agent shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named as Rights Agent without further act or deed; but the predecessor Rights Agent shall deliver and transfer to the successor Rights Agent any property at the time held by it hereunder and execute and deliver any further assurance, conveyance, act or deed necessary for the purpose. Not later than the effective date of any such appointment, the Corporation shall file notice thereof in writing with the predecessor Rights Agent and each transfer agent of its Common Stock and Preferred Stock, and mail a notice thereof in writing to the registered holders of the Right Certificates. Failure to give any notice provided for in this Section 21, however, or any defect therein, shall not affect the legality or validity of the resignation or removal of the Rights Agent or the appointment of the successor Rights Agent, as the case may be.

Section 22. *Issuance of New Right Certificates*. Notwithstanding any of the provisions of this Agreement or of the Rights to the contrary, the Corporation may, at its option, issue new Right Certificates evidencing Rights in such form as may be approved by resolution of its Board of Directors, to reflect any adjustment or change in the Purchase Price and the number or kind or class of shares of stock or other securities or property purchasable under the Right Certificates made in accordance with the provisions of this Agreement. In addition, in connection with the issuance or sale of shares of its Common Stock following the Distribution Date (other than upon exercise of a Right) and prior to the Expiration Date, the Corporation (*a*) shall, with respect to shares of Common Stock so issued or sold pursuant to the exercise of stock options or under any employee plan or arrangement, or upon the exercise, conversion or exchange of securities, notes or debentures issued by the Corporation prior to the Distribution Date, and (*b*) may, in any other case, if deemed necessary or appropriate by the Board of Directors of the Corporation, issue Right Certificates representing the appropriate number of Rights in connection with such issuance or sale; *provided*, *however*, that (*i*) no such Right Certificate shall be issued if and to the extent that the Corporation shall be advised by counsel that such issuance would create a significant risk of material adverse tax consequences to the Corporation or the Person to whom such Right Certificate would be issued and (*ii*) no such Right Certificate shall be issued if and to the extent that appropriate adjustment shall otherwise have been made in lieu of the issuance thereof.

Section 23. *Redemption*.

(a) The Corporation may, by resolution of its Board of Directors, at its option, at any time prior to the Close of Business on the earlier of (*x*) the time that the Corporation becomes aware that a Person has become an Acquiring Person or (*y*) the Close of Business on the Final Expiration Date, redeem all but not less than all of the then outstanding Rights at a redemption price of $0.001 per Right (payable in cash, shares of Common Stock (based on the Current Market Price of the Common Stock at the time of redemption) or any other form of consideration deemed appropriate by the Board of Directors of the Corporation), appropriately adjusted to reflect any stock split, stock dividend or similar transaction occurring after the date hereof (such redemption price being hereinafter referred to as the "*Redemption Price*"). Such redemption of the Rights by the Corporation may be made effective at such time, on such bases and with such conditions as the Board of Directors may in its sole discretion establish.

(b) Immediately upon the action of the Board of Directors of the Corporation ordering the redemption of the Rights (or at such time subsequent to such action as the Board of Directors may determine), and without any further action and without any notice, the right to exercise the Rights will terminate and the only right thereafter of the holders of Rights shall be to receive the Redemption Price. The Corporation shall promptly give public notice of any such redemption; *provided*, *however*, that the failure to give, or any defect in, any such notice shall not affect the validity of any such redemption. Within 10 days after the action of the Board of Directors ordering the redemption of the Rights, the Corporation shall give notice of such redemption to the holders of the then outstanding Rights by mailing such notice to all such holders at their last addresses as they appear upon the registry books of the Rights Agent or, prior to the Distribution Date, on the registry books of the transfer agent for the Common Stock of the Corporation. Any notice which is mailed in the manner herein provided shall be deemed given, whether or not the holder receives the notice. Each such notice of redemption will state the method by which the payment of the Redemption Price will be made. Neither the Corporation nor any of its Affiliates or Associates may redeem, acquire or purchase for value any Rights at any time in any manner other than that specifically set forth in this Section 23 or in Section 24 hereof, other than in connection with the purchase of Common Stock of the Corporation prior to the Distribution Date.

Section 24. *Exchange*.

(a) The Board of Directors of the Corporation may, at its option, at any time after any Person becomes an Acquiring Person, exchange all or part of the then outstanding and exercisable Rights (which shall not include Rights that have become void pursuant to the provisions of Section 7(e) hereof) for shares of Common Stock at an exchange ratio of one share of Common Stock per Right, appropriately adjusted to reflect any stock split, stock dividend or similar transaction occurring after the date hereof (such exchange ratio being hereinafter referred to as the "*Exchange Ratio*"). Notwithstanding the foregoing, the Board of Directors shall not be empowered to effect such exchange at any time after an Acquiring Person, together with all Affiliates and Associates of such Acquiring Person, becomes the Beneficial Owner of 50% or more of the shares of Common Stock then outstanding.

(b) Immediately upon the action of the Board of Directors of the Corporation ordering the exchange of any Rights pursuant to paragraph (a) of this Section 24 and without any further action and without any notice, the right to exercise such Rights shall terminate and the only right thereafter of a holder of such Rights shall be to receive that number of shares of Common Stock equal to the number of such Rights held by such holder multiplied by the Exchange Ratio. The Corporation shall promptly give public notice of any such exchange; *provided*, *however*, that the failure to give, or any defect in, such notice shall not affect the validity of such exchange. The Corporation promptly shall mail a notice of any such exchange to all of the holders of such Rights at their last addresses as they appear upon the registry books of the Rights Agent. Any notice which is mailed in the manner herein provided shall be deemed given, whether or not the holder receives the notice. Each such notice of exchange will state the method by which the exchange of the shares of Common Stock for Rights will be effected and, in the event of any partial exchange, the number of Rights which will be exchanged. Any partial

exchange shall be effected *pro rata* based on the number of Rights (other than Rights which have become void pursuant to the provisions of Section 7(e) hereof) held by each holder of Rights.

(c) In any exchange pursuant to this Section 24, the Corporation, at its option, may substitute shares of Preferred Stock (or any other series of preferred stock of the Corporation containing terms substantially similar to the terms of the Preferred Stock) for some or all of the shares of Common Stock exchangeable for Rights, at the initial rate of one one-thousandth of a share of Preferred Stock (or of such other series of preferred stock of the Corporation) for each share of Common Stock, as appropriately adjusted to reflect adjustments in the voting rights of the Preferred Stock pursuant to the terms thereof, so that the fraction of a share of Preferred Stock (or of such other series of preferred stock of the Corporation) delivered in lieu of each share of Common Stock shall have the same voting rights as one share of Common Stock.

(d) In the event that there shall not be sufficient shares of Common Stock or Preferred Stock (or any other series of preferred stock of the Corporation containing terms substantially similar to the terms of the Preferred Stock) issued but not outstanding or authorized but unissued to permit any exchange of Rights as contemplated in accordance with this Section 24, the Corporation may take all such action as may be necessary to authorize additional shares of Common Stock or Preferred Stock (or such other series of preferred stock of the Corporation) for issuance upon exchange of the Rights.

(e) The Corporation shall not be required to issue fractions of shares of Common Stock or to distribute Book-Entries and Ownership Statements or certificates which evidence fractional shares of Common Stock. In lieu of such fractional shares, the Corporation shall pay to the registered holders of the Right Certificates with regard to which such fractional shares would otherwise be issuable an amount in cash equal to the same fraction of the current market value of a whole share of Common Stock. For the purposes of this paragraph (d), the current market value of a whole share of Common Stock shall be the closing price of a share of Common Stock (as determined pursuant to the second sentence of Section 11(d) hereof) for the Trading Day immediately prior to the date of exchange pursuant to this Section 24.

Section 25. *Notice of Certain Events*.

(a) In case the Corporation shall at any time after the earlier of the Distribution Date or the Stock Acquisition Time propose (*i*) to pay any dividend payable in stock of any class to the holders of its Preferred Stock or to make any other distribution to the holders of its Preferred Stock (other than a regular periodic dividend out of earnings or retained earnings of the Corporation), or (*ii*) to offer to the holders of Preferred Stock options, rights or warrants to subscribe for or to purchase any additional Preferred Stock or shares of stock of any class or any other securities, rights or options, or (*iii*) to effect any reclassification of the Preferred Stock (other than a reclassification involving only the subdivision of outstanding shares of Preferred Stock), or (*iv*) to effect any merger, consolidation or other combination into or with, or to effect any sale or other transfer (or to permit one or more of its Subsidiaries to effect any sale or other transfer), in one or more transactions, of more than 50% of the assets, cash flow or earning power of the Corporation and its Subsidiaries (taken as a whole) to, any other Person, or (*v*) to effect the liquidation, dissolution or winding up of the Corporation, then, in each such case, the Corporation shall give to each holder of a Right, in accordance with Section 26 hereof, a notice of such proposed action, which shall specify the record date for the purposes of such stock dividend or distribution of rights or warrants, or the date on which such reclassification, merger, consolidation, combination, sale, transfer, liquidation, dissolution or winding up is to take place and the date of participation therein by the holders of Common Stock of the Corporation or Preferred Stock, if any such date is to be fixed, and such notice shall be so given in the case of any action covered by clause (i) or (ii) above at least twenty days prior to the record date for determining holders of Preferred Stock for purposes of such action, and in the case of any such other action, at least twenty days prior to the date of the taking of such proposed action or the date of participation therein by the holders of Common Stock of the Corporation or Preferred Stock, whichever shall be the earlier. The failure to give notice required by this Section 25 or any defect therein shall not affect the legality or validity of the action taken by the Corporation or the vote upon any such action.

(b) In case any of the events set forth in Section 11(a)(ii) or Section 13(a) of this Agreement shall occur, then, in any such case, (*i*) the Corporation shall as soon as practicable thereafter give to each holder of a Right, to the extent feasible and in accordance with Section 26, a notice of the occurrence of such event, which shall specify the event and the consequences of the event to holders of Rights under Section 11(a)(ii) or Section 13(a) hereof, and (*ii*) all references in Section 25(a) hereof to Preferred Stock shall be deemed thereafter to refer also to Common Stock or other securities issuable in respect of the Rights.

Section 26. *Notices*. Notices or demands authorized by this Agreement to be given or made by the Rights Agent or by the holder of any Right Certificate to or on the Corporation shall be sufficiently given or made if sent by first-class mail, postage prepaid, addressed (until another address is filed in writing with the Rights Agent) as follows:

Graphic Packaging Holding Company
814 Livingston Court
Marietta, Georgia 30067
Attention: Corporate Secretary

Subject to the provisions of Section 21, any notice or demand authorized by this Agreement to be given or made by the Corporation or by the holder of any Right Certificate to or on the Rights Agent shall be sufficiently given or made if sent by first-class mail, postage prepaid, addressed (until another address is filed in writing with the Corporation) as follows:

Wells Fargo Bank, National Association
161 North Concord Exchange
South St. Paul, Minnesota 55075
Attention: Stock Transfer Administration

Notices or demands authorized by this Agreement to be given or made by the Corporation or the Rights Agent to the holder of any Right Certificate (or if prior to the Distribution Date to each holder of a certificate representing shares of Common Stock of the Corporation) shall be sufficiently given or made if sent by first-class mail, postage prepaid, addressed to such Right holder (or if prior to the Distribution Date to such holder of Common Stock of the Corporation) at the address of such holder as shown on the registry books of the Corporation.

Section 27. *Supplements and Amendments*. Prior to the time that the Corporation becomes aware that a Person has become an Acquiring Person, the Corporation may, by resolution of its Board of Directors, and the Rights Agent shall, if the Corporation so directs, supplement or amend any provision of this Agreement in any respect whatsoever (including, without limitation, any extension of the period in which the Rights may be redeemed) without the approval of any holders of certificates representing shares of Common Stock of the Corporation or of Right Certificates. From and after the time that the Corporation becomes aware that a Person has become an Acquiring Person, without the approval of any holders of certificates representing shares of Common Stock of the Corporation or of Right Certificates, the Corporation may, by resolution of its Board of Directors, and the Rights Agent shall, if the Corporation so directs, supplement or amend this Agreement in order (*i*) to cure any ambiguity, (*ii*) to correct or supplement any provision contained herein which may be defective or inconsistent with any other provisions herein, (*iii*) to shorten or lengthen any time period hereunder or (*iv*) to change or supplement or amend any other provisions in any manner which the Corporation may deem necessary or desirable, which shall not adversely affect the interests of, or diminish substantially or eliminate the benefits intended to be afforded by the Rights to, the holders of Right Certificates (other than an Acquiring Person or an Affiliate or Associate of any such Person); *provided*, *however*, that this Agreement may not be supplemented or amended (*A*) to lengthen, pursuant to clause (iii) of this sentence, a time period relating to when the Rights may be redeemed or to modify the ability (or inability) of the Board of Directors of the Corporation to redeem the Rights, in either case at such time as the Rights are not then redeemable, or to lengthen any other time period unless such lengthening is for the purpose of protecting, enhancing or clarifying the rights of or the benefits to the

holders of Rights (other than an Acquiring Person or an Affiliate or Associate of any such Person) or (*y*) to alter, amend, supplement or delete this second sentence of Section 27. Upon the delivery of a certificate from an appropriate officer of the Corporation which states that the proposed supplement or amendment is in compliance with the terms of this Section 27 (together with a copy of such proposed supplement or amendment), the Rights Agent shall execute such supplement or amendment. Notwithstanding the foregoing, any supplement or amendment that does not amend this Agreement in a manner adverse to the Rights Agent, and is otherwise in compliance in all respects with this Section 27, shall become effective immediately upon execution by the Company, whether or not also executed by the Rights Agent. In the case of any such supplement or amendment, the Corporation shall deliver to the Rights Agent a certificate from an appropriate officer of the Corporation which states that such supplement or amendment was in compliance with the terms of this Section 27 (together with a copy of such supplement or amendment). Prior to the Distribution Date, the interests of the holders of Rights shall be deemed coincident with the interests of the holders of Common Stock.

Section 28. *Successors*. All the covenants and provisions of this Agreement by or for the benefit of the Corporation or the Rights Agent shall bind and inure to the benefit of their respective successors and assigns hereunder.

Section 29. *Determinations and Actions by the Board of Directors, etc.*

(a) For all purposes of this Agreement, any calculation of the number of shares of Common Stock outstanding at any particular time, including for purposes of determining the particular percentage of such outstanding shares of Common Stock of which any Person is the Beneficial Owner, shall be made in accordance with the last sentence of Rule 13d-3(d)(1)(i) of the General Rules and Regulations under the Exchange Act. The Board of Directors of the Corporation shall have the exclusive power and authority to administer this Agreement and to exercise all rights and powers specifically granted to such Board of Directors, or as may be necessary or advisable in the administration of this Agreement, including, without limitation, the right and power to (*i*) interpret the provisions of this Agreement and (*ii*) make all determinations deemed necessary or advisable for the administration of this Agreement (including, without limitation, a determination to redeem or not redeem the Rights or to amend the Agreement). All such actions, calculations, interpretations and determinations which are done or made by the Board of Directors of the Corporation or the Corporation in good faith, shall be final, conclusive and binding on the Corporation, the Rights Agent, the holders of the Right Certificates and all other parties and shall not subject the Board of Directors to any liability to the holders of the Rights.

(b) Nothing contained in this Agreement shall be deemed to be in derogation of the obligation of the Board of Directors of the Corporation to exercise its fiduciary duty. Without limiting the foregoing, nothing contained in this Agreement shall be construed to suggest or imply that the Board of Directors of the Corporation shall not be entitled to reject any tender offer, or to take any other action (including, without limitation, the commencement, prosecution, defense or settlement of any litigation and the submission of additional or alternative offers or other proposals) with respect to any tender offer that the Board of Directors believes is necessary or appropriate in the exercise of such fiduciary duty.

(c) Notwithstanding any other provision of this Agreement, any resolution or other action by the Board of Directors regarding any termination, amendment or modification of this Agreement, or any acquisition, redemption or exchange of Rights, or any revocation, exception, exemption, waiver or other action that would in any way affect this Agreement or the Rights, shall require the affirmative vote of a majority of the members of the Board of Directors, which must include at least two-thirds of the Independent Directors.

Section 30. *Benefits of this Agreement*. Nothing in this Agreement shall be construed to give to any Person other than the Corporation, the Rights Agent and the registered holders of the Right Certificates (and, prior to the Distribution Date, registered holders of the Common Stock of the Corporation) any legal or equitable right, remedy or claim under this Agreement; but this Agreement shall be for the sole and

exclusive benefit of the Corporation, the Rights Agent and the registered holders of the Right Certificates (and, prior to the Distribution Date, registered holders of the Common Stock of the Corporation).

Section 31. *Severability*. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 32. *Governing Law*. This Agreement and each Right Certificate issued hereunder shall be deemed to be a contract made under the laws of the State of Delaware and for all purposes shall be governed by and construed in accordance with the laws of such State applicable to contracts to be made and performed entirely within such State. The parties agree that all actions and proceedings arising out of this Agreement or any of the transactions contemplated hereby in connection with the rights and obligations of the Rights Agent shall be brought in the courts of the State of Delaware or the United States District Court for the District of Delaware (each, a "*Delaware Court*") and that, in connection with any such action or proceeding relating to the rights and obligations of the Rights Agent, the parties submit to the jurisdiction of, and venue in, such Delaware Court. Each of the parties hereto irrevocably waives any right to a trial by jury in any action, proceeding or counterclaim arising out of this Agreement or the transactions contemplated hereby.

Section 33. *Counterparts*. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

Section 34. *Descriptive Headings*. Descriptive headings of the several Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

SIGNATURE

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and their respective corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

Attest:

By: /s/ Laura Lynn Smith
Name: Laura Lynn Smith
Title: Assistant Secretary

GRAPHIC PACKAGING HOLDING COMPANY

By: /s/ David W. Scheible
Name: David W. Scheible
Title: President and Chief Executive Officer

Attest:

By: /s/ Jennifer L. Leno
Name: Jennifer L. Leno
Title: Assistant Secretary

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Rights Agent

By: /s/ Barbara M. Novak
Name: Barbara M. Novak
Title: Vice President

Exhibit A to the
Rights Agreement

GRAPHIC PACKAGING HOLDING COMPANY

Certificate of Designation,
Preferences and Rights
Pursuant to Section 151
of the General Corporation Law
of the State of Delaware

Certificate of Designation,
Preferences and Rights
of
Series A Junior Participating Preferred Stock

I, Stephen A. Hellrung, being the Secretary of Graphic Packaging Holding Company, a Delaware corporation (the "*Corporation*"), do hereby certify that, pursuant to authority expressly vested in the Board of Directors of the Corporation by the provisions of the Restated Certificate of Incorporation of the Corporation (the "*Restated Certificate of Incorporation*"), the Board of Directors duly adopted the following resolution and that this Certificate of Designation was the Certificate of Designation attached as an Exhibit to such resolution:

FURTHER RESOLVED, that the Certificate of Designation set forth in Exhibit A to the Rights Agreement, in the form attached hereto, be, and hereby is, adopted in all respects;

Section 1. *Designation and Number of Shares*. 500,000 shares of the Preferred Stock of the Corporation shall constitute a series of Preferred Stock designated as Series A Junior Participating Preferred Stock (hereinafter referred to as the "*Series A Preferred Stock*"). Such number of shares may be increased or decreased by resolution of the Board of Directors; *provided*, that no decrease shall reduce the number of shares of Series A Preferred Stock to a number less than (*a*) the number of shares then outstanding plus (*b*) the number of shares reserved for issuance upon the exercise of outstanding options, rights or warrants or upon the conversion of any outstanding securities issued by the Corporation convertible into or exchangeable for Series A Preferred Stock.

Section 2. *Dividends and Distributions*.

(a) Subject to the rights of the holders of any shares of any series of Preferred Stock (or any other stock) ranking prior and superior to the Series A Preferred Stock with respect to dividends, the holders of shares of Series A Preferred Stock, in preference to the holders of Common Stock, par value $0.01 of the Corporation (the "*Common Stock*") and of any other class or series of junior stock that may be outstanding, shall be entitled to receive, when, as and if declared by the Board of Directors out of funds legally available for the purpose, annual dividends payable in cash on the fifteenth day of December in each year (each such date being referred to herein as a "*Dividend Payment Date*"), commencing on the first Dividend Payment Date after the first issuance of a share or fraction of a share of Series A Preferred Stock, in an amount per share (rounded to the nearest cent) equal to the greater of (*i*) $10.00 per share, or (*ii*) subject to the provision for adjustment hereinafter set forth, 1,000 times the aggregate per share amount of all cash dividends, and 1,000 times the aggregate per share amount (payable in kind) of all non-cash dividends or other distributions, other than a dividend payable in shares of Common Stock or a subdivision of the outstanding shares of Common Stock (by reclassification or otherwise), declared on the Common Stock since the immediately preceding

Dividend Payment Date, or, with respect to the first Dividend Payment Date, since the first issuance of any share or fraction of a share of Series A Preferred Stock. In the event the Corporation shall at any time after March 10, 2008 declare or pay any dividend on Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise) into a greater or lesser number of shares of Common Stock, then in each such case the amount to which holders of shares of Series A Preferred Stock were entitled immediately prior to such event under clause (ii) of the preceding sentence shall be adjusted by multiplying such amount by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(b) The Corporation shall declare a dividend or distribution on the Series A Preferred Stock as provided in paragraph (a) of this Section 2 immediately after it declares a dividend or distribution on the Common Stock (other than a dividend payable in shares of Common Stock); *provided* that, in the event no dividend or distribution shall have been declared on the Common Stock during the period between any Dividend Payment Date and the next subsequent Dividend Payment Date, a dividend of $10.00 per share on the Series A Preferred Stock shall nevertheless be payable on such subsequent Dividend Payment Date.

(c) Dividends shall begin to accrue and be cumulative on outstanding shares of Series A Preferred Stock from the Dividend Payment Date next preceding the date of issue of such shares of Series A Preferred Stock, unless the date of issue of such shares is prior to the record date for the first Dividend Payment Date, in which case dividends on such shares shall begin to accrue from the date of issue of such shares, or unless the date of issue is a Dividend Payment Date or is a date after the record date for the determination of holders of shares of Series A Preferred Stock entitled to receive a quarterly dividend and before such Dividend Payment Date, in either of which events such dividends shall begin to accrue and be cumulative from such Dividend Payment Date. Accrued but unpaid dividends shall accumulate but shall not bear interest. Dividends paid on the shares of Series A Preferred Stock in an amount less than the total amount of such dividends at the time accrued and payable on such shares shall be allocated *pro rata* on a share-by-share basis among all such shares at the time outstanding. The Board of Directors may fix a record date for the determination of holders of shares of Series A Preferred Stock entitled to receive payment of a dividend or distribution declared thereon, which record date shall be not more than 60 days prior to the date fixed for the payment thereof.

Section 3. *Voting Rights*. The holders of shares of Series A Preferred Stock shall have the following voting rights:

(a) Subject to the provisions for adjustment as hereinafter set forth, each share of Series A Preferred Stock shall entitle the holder thereof to 1,000 votes (and each one one-thousandth of a share of Series A Preferred Stock shall entitle the holder thereof to one vote) on all matters submitted to a vote of the stockholders of the Corporation. In the event the Corporation shall at any time after March 10, 2008 declare or pay any dividend on Common Stock payable in shares of Common Stock or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise) into a greater or lesser number of shares of Common Stock, then in each such case the number of votes per share to which holders of shares of Series A Preferred Stock were entitled immediately prior to such event shall be adjusted by multiplying such number by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(b) Except as otherwise provided herein, in the Certificate of Incorporation, in any other certificate of designation creating a series of preferred stock or any similar stock, or by law, the holders of shares of Series A Preferred Stock and the holders of shares of Common Stock and any other capital stock of the Corporation having general voting rights shall vote together as one class on all matters submitted to a vote of stockholders of the Corporation.

(c) Except as provided herein, in Section 10 or by applicable law, holders of Series A Preferred Stock shall have no special voting rights and their consent shall not be required (except to the extent they are entitled to vote with holders of Common Stock as set forth herein) for authorizing or taking any corporate action.

Section 4. *Certain Restrictions*.

(a) Whenever quarterly dividends or other dividends or distributions payable on the Series A Preferred Stock as provided in Section 2 are in arrears, thereafter and until all accrued and unpaid dividends and distributions, whether or not declared, on shares of Series A Preferred Stock outstanding shall have been paid in full, the Corporation shall not:

(i) declare or pay dividends on, make any other distributions on any shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding-up) to the Series A Preferred Stock;

(ii) declare or pay dividends, or make any other distributions, on any shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series A Preferred Stock except dividends paid ratably on the Series A Preferred Stock, and all such parity stock on which dividends are payable or in arrears in proportion to the total amounts to which the holders of all such shares are then entitled;

(iii) redeem or purchase or otherwise acquire for consideration shares of any stock ranking junior (either as to dividends or upon liquidation, dissolution or winding-up) to the Series A Preferred Stock, *provided* that the Corporation may at any time redeem, purchase or otherwise acquire shares of any such junior stock in exchange for shares of any stock of the Corporation ranking junior (either as to dividends or upon dissolution, liquidation or winding up) to the Series A Preferred Stock; or

(iv) purchase or otherwise acquire for consideration any shares of Series A Preferred Stock, or any shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding-up) with the Series A Preferred Stock, except in accordance with a purchase offer made in writing or by publication (as determined by the Board of Directors) to all holders of such shares upon such terms as the Board of Directors, after consideration of the respective annual dividend rates and other relative rights and preferences of the respective series and classes, shall determine in good faith will result in fair and equitable treatment among the respective series or classes.

(b) The Corporation shall not permit any subsidiary of the Corporation to purchase or otherwise acquire for consideration any shares of stock of the Corporation unless the Corporation could, under paragraph (a) of this Section 4, purchase or otherwise acquire such shares at such time and in such manner.

Section 5. *Reacquired Shares*. Any shares of Series A Preferred Stock purchased or otherwise acquired by the Corporation in any manner whatsoever, shall be retired and canceled promptly after the acquisition thereof. The Corporation shall take all such actions as are necessary to cause all such shares to become authorized but unissued shares of preferred stock, without designation as to series, and may be reissued as part of a new series of preferred stock to be created by resolution or resolutions of the Board of Directors, subject to the conditions and restrictions on issuance set forth herein, in the Certificate of Incorporation, in any other certificate of designation creating a series of preferred stock or any similar stock or as otherwise required by law.

Section 6. *Liquidation, Dissolution or Winding-Up*. Upon any voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, no distribution shall be made (*a*) to the holders of shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding-up) to the Series A Preferred Stock unless prior thereto, the holders of shares of Series A Preferred Stock shall have received the higher of (*i*) $1,000 per share, plus an amount equal to accrued and unpaid dividends and distributions thereon, whether or not declared, to the date of such payment, or (*ii*) an aggregate amount per share, subject

to the provision for adjustment hereinafter set forth, equal to 1,000 times the aggregate amount to be distributed per share to holders of Common Stock; nor shall any distribution be made (*b*) to the holders of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding-up) with the Series A Preferred Stock, except distributions made ratably on the Series A Preferred Stock and all other such parity stock in proportion to the total amounts to which the holders of all such shares are entitled upon such liquidation, dissolution or winding-up. In the event the Corporation shall at any time after March 10, 2008 declare or pay any dividend on Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise) into a greater or lesser number of shares of Common Stock, then in each such case the aggregate amount to which holders of shares of Series A Preferred Stock were entitled immediately prior to such event under the provision in clause (a) of the preceding sentence shall be adjusted by multiplying such amount by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

Section 7. *Consolidation, Merger, etc.* In case the Corporation shall enter into any consolidation, merger, combination or other transaction in which the shares of Common Stock are exchanged for or changed into other stock or securities, cash and/or any other property, or otherwise changed, then in any such case each share of Series A Preferred Stock shall at the same time be similarly exchanged or changed into an amount per share (subject to the provision for adjustment hereinafter set forth) equal to 1,000 times the aggregate amount of stock, securities, cash and/or any other property (payable in kind), as the case may be, into which or for which each share of Common Stock is changed or exchanged. In the event the Corporation shall at any time after March 10, 2008 declare or pay any dividend on Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise) into a greater or lesser number of shares of Common Stock, then in each such case the amount set forth in the preceding sentence with respect to the exchange or change of shares of Series A Preferred Stock shall be adjusted by multiplying such amount by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

Section 8. *No Redemption.* The shares of Series A Preferred Stock shall not be redeemable.

Section 9. *Rank*. Unless otherwise provided in the Certificate of Incorporation or a certificate of designation relating to a subsequent series of preferred stock of the Corporation, the Series A Preferred Stock shall rank junior to all other series of the Corporation's preferred stock as to the payment of dividends and the distribution of assets on liquidation, dissolution or winding-up, and senior to the Common Stock.

Section 10. *Amendment.* The Certificate of Incorporation shall not be amended in any manner, including in any merger or consolidation, which would materially alter or change the powers, preferences or special rights of the Series A Preferred Stock so as to affect them adversely without the affirmative vote of the holders of at least two-thirds of the outstanding shares of Series A Preferred Stock, voting together as a single class.

Section 11. *Fractional Shares*. Series A Preferred Stock may be issued in fractions of a share (in one one-thousandths of a share and integral multiples thereof) which shall entitle the holder, in proportion to such holder's fractional shares, to exercise voting rights, receive dividends, participate in distributions and to have the benefit of all other rights of holders of Series A Preferred Stock.

IN WITNESS WHEREOF, this Certificate of Designation is executed on behalf of the Corporation by the undersigned, its duly authorized officer this th day of , 2008.

Name:

Title:

Exhibit B to the
Rights Agreement

[Form of Right Certificate]

Certificate No. R— _________ Rights

NOT EXERCISABLE AFTER MARCH 10, 2018 OR EARLIER IF THE BOARD OF DIRECTORS ORDERS THE REDEMPTION OR EXCHANGE OF THE RIGHTS. THE RIGHTS ARE SUBJECT TO REDEMPTION AT $0.001 PER RIGHT AND TO EXCHANGE ON THE TERMS SET FORTH IN THE RIGHTS AGREEMENT. UNDER CERTAIN CIRCUMSTANCES, RIGHTS THAT ARE OR WERE ACQUIRED OR BENEFICIALLY OWNED BY AN ACQUIRING PERSON OR AN AFFILIATE OR ASSOCIATE THEREOF (AS SUCH TERMS ARE DEFINED IN THE RIGHTS AGREEMENT) AND ANY SUBSEQUENT HOLDER OF SUCH RIGHTS MAY BECOME NULL AND VOID. THE RIGHTS SHALL NOT BE EXERCISABLE, AND SHALL BE VOID SO LONG AS HELD, BY A HOLDER IN ANY JURISDICTION WHERE THE REQUISITE QUALIFICATION TO THE ISSUANCE TO SUCH HOLDER, OR THE EXERCISE BY SUCH HOLDER, OF THE RIGHTS IN SUCH JURISDICTION SHALL NOT HAVE BEEN OBTAINED OR BE OBTAINABLE.

Rights Certificate

GRAPHIC PACKAGING HOLDING COMPANY

This certifies that ____________________, or registered assigns, is the registered owner of the number of Rights set forth above, each of which entitles the owner thereof, subject to the terms, provisions and conditions of the Rights Agreement, dated as of March 10, 2008, as the same may be amended from time to time (the "*Rights Agreement*"), between New Giant Corporation, now known as Graphic Packaging Holding Company, a Delaware corporation (the "*Corporation*"), and Wells Fargo Bank, National Association, a national banking association (the "*Rights Agent*"), to purchase from the Corporation at any time after the Distribution Date (as such term is defined in the Rights Agreement) and prior to 5:00 P.M. (Eastern time) on March 10, 2018, at the office of the Rights Agent designated for such purpose, or its successors as Rights Agent, one one-thousandth of a fully paid nonassessable share of Series A Junior Participating Preferred Stock, par value $0.01 per share (the "*Preferred Stock*"), of the Corporation, at a purchase price of $20.00 per one one-thousandth of a share of Preferred Stock (the "*Purchase Price*"), upon presentation and surrender of this Right Certificate with the Form of Election to Purchase and the Certificate contained therein duly executed. The number of Rights evidenced by this Right Certificate (and the number of one one-thousands of a share of Preferred Stock which may be purchased upon exercise thereof) set forth above, and the Purchase Price per one one-thousandth of a share of Preferred Stock set forth above, are the number and Purchase Price as of March 10, 2008, based on the shares of Preferred Stock as constituted at such date.

From and after the occurrence of a Section 11(a)(ii) Event (as defined in the Rights Agreement), if the Rights evidenced by this Right Certificate are beneficially owned by (*i*) an Acquiring Person or an Affiliate or Associate thereof (as such terms are defined in the Rights Agreement), (*ii*) a transferee of any such Acquiring Person (or of any Associate or Affiliate thereof) who becomes a transferee after such Acquiring Person (or any Associate or Affiliate thereof) becomes such (a "*Post-Event Transferee*"), (*iii*) under certain circumstances specified in the Rights Agreement, a transferee of such Acquiring Person (or of any Associate or Affiliate thereof) who becomes a transferee prior to or concurrently with such Acquiring Person becoming such (a "*Pre-Event Transferee*") or (*iv*) any subsequent transferee receiving transferred Rights from a Post-Event Transferee or a Pre-Event Transferee, either directly or through one or more immediate transferees, such Rights shall become null and void and no holder hereof shall have any right with respect to such Rights from and after the occurrence of such Section 11(a)(ii) Event.

The Rights evidenced by this Right Certificate shall not be exercisable, and shall be void so long as held, by a holder in any jurisdiction where the requisite qualification to the issuance to such holder, or the exercise by such holder, of the Rights in such jurisdiction shall not have been obtained or be obtainable.

As provided in the Rights Agreement, the Purchase Price and the number of one one-thousandths of a share of Preferred Stock or the number and kind of other securities which may be purchased upon the exercise of the Rights evidenced by this Right Certificate are subject to modification and adjustment upon the happening of certain events, including Section 11(a)(ii) Events and Section 13 Events (as defined in the Rights Agreement).

This Right Certificate is subject to all of the terms, provisions and conditions of the Rights Agreement, as it may be amended from time to time, which terms, provisions and conditions are hereby incorporated herein by reference and made a part hereof and to which Rights Agreement reference is hereby made for a full description of the rights, limitations of rights, obligations, duties and immunities hereunder of the Rights Agent, the Corporation and the holders of the Right Certificates, which limitations of rights include the temporary suspension of the exercisability of such Rights under the specific circumstances set forth in the Rights Agreement. Copies of the Rights Agreement are on file at the principal executive offices of the Corporation and the above-mentioned office of the Rights Agent and are also available upon written request to the Rights Agent.

This Right Certificate, with or without other Right Certificates, upon surrender at the principal office of the Rights Agent, may be exchanged for another Right Certificate or Right Certificates of like tenor and date evidencing Rights entitling the holder to purchase a like aggregate number of one one-thousandths of a share of Preferred Stock as the Rights evidenced by the Right Certificate or Right Certificates surrendered shall have entitled such holder to purchase. If this Right Certificate shall be exercised in part, the holder shall be entitled to receive upon surrender hereof another Right Certificate or Right Certificates for the number of whole Rights not exercised.

Subject to the provisions of the Rights Agreement, the Rights evidenced by this Right Certificate may be redeemed by the Corporation at a redemption price of $0.001 per Right at any time prior to the Close of Business on the earlier of (*i*) the Stock Acquisition Time (as defined in the Rights Agreement) and (*ii*) the close of business on the Expiration Date (as defined in the Rights Agreement). Subject to the provisions of the Rights Agreement, the rights evidenced by this Right Certificate may be exchanged in whole or part for shares of Common Stock or fractional shares of Preferred Stock (or any other substantially similar series of preferred stock of the Corporation).

No fractional shares of Preferred Stock will be issued upon the exercise of any Right or Rights evidenced hereby (other than fractions which are integral multiples of one one-thousandth of a share of Preferred Stock, which may, at the election of the Corporation, be evidenced by depositary receipts), but in lieu thereof a cash payment will be made, as provided in the Rights Agreement.

Any of the provisions of the Rights Agreement may be amended by the Board of Directors of the Corporation in any respect whatsoever up until the Stock Acquisition Time and thereafter in certain respects which do not adversely affect the interests of holders of Right Certificates (other than an Acquiring Person or the Affiliates or Associates thereof).

No holder of this Right Certificate shall be entitled to vote or receive dividends or be deemed for any purpose the holder of shares of Preferred Stock or of any other securities of the Corporation which may at any time be issuable on the exercise hereof, nor shall anything contained in the Rights Agreement or herein be construed to confer upon the holder hereof, as such, any of the rights of a stockholder of the Corporation or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action, or to receive notice of meetings or other actions affecting stockholders (except as provided in the Rights Agreement), or to receive dividends

or subscription rights, or otherwise, until the Right or Rights evidenced by this Right Certificate shall have been exercised as provided in the Rights Agreement.

This Right Certificate shall not be valid or obligatory for any purpose until it shall have been countersigned by the Rights Agent.

WITNESS the facsimile signature of the proper officers of the Corporation and its corporate seal. Dated as of__________, __________.

ATTEST:

____
Secretary

GRAPHIC PACKAGING HOLDING COMPANY

By: ______________________________
Name:
Title:

Countersigned:
WELLS FARGO BANK, NATIONAL ASSOCIATION

By: ______________________________

Authorized Signature

[Form of Reverse Side of Right Certificate]

FORM OF ASSIGNMENT

(To be executed by the registered holder if such

holder desires to transfer the Right Certificate.)

FOR VALUE RECEIVED ______________________________ hereby sells, assigns and transfers unto

(Please print name and address of transferee)

this Right Certificate, together with all right, title and interest therein, and does hereby irrevocably constitute and appoint________ Attorney, to transfer the within Right Certificate on the books of the within named Corporation, with full power of substitution.

Dated: ___________, _________________

____
Signature

Signatures Guaranteed:

Signatures should be guaranteed by an eligible guarantor institution (bank, stock broker or savings and loan association with membership in an approved signature medallion program).

The undersigned hereby certifies that (1) the Rights evidenced by this Right Certificate are not beneficially owned by an Acquiring Person or an Affiliate or Associate thereof (as defined in the Rights Agreement); and (2) after due inquiry and to the best knowledge of the undersigned, it [ ] did [ ] did not acquire the Rights evidenced by this Right Certificate from any Person who is, was or subsequently became an Acquiring Person or an Affiliate or Associate thereof.

____
Signature

NOTICE

The signature to the foregoing Assignment must correspond to the name as written upon the face of this Right Certificate in every particular, without alteration or enlargement or any change whatsoever.

FORM OF ELECTION TO PURCHASE

(To be executed if holder desires to
exercise the Right Certificate.)

To GRAPHIC PACKAGING HOLDING COMPANY:

The undersigned hereby irrevocably elects to exercise __________ Rights represented by this Right Certificate to purchase the shares of Preferred Stock issuable upon the exercise of such Rights (or such other securities of the Corporation or of any other Person which may be issuable upon the exercise of the Rights) and requests that certificates for such shares be issued in the name of:

Please insert social security
or other identifying number

(Please print name and address)

If such number of Rights shall not be all the Rights evidenced by this Right Certificate, a new Right Certificate for the balance remaining of such Rights shall be registered in the name of and delivered to:

Please insert social security
or other identifying number

(Please print name and address)

Dated: ,

____
Signature
(Signature must conform in all respects to name of holder as specified on the face of this Right Certificate.)

Signature Guaranteed:

Signatures should be guaranteed by an eligible guarantor institution (bank, stock broker or savings and loan association with membership in an approved signature medallion program).

(To be completed if applicable)

The undersigned hereby certifies that (1) the Rights evidenced by this Right Certificate are not beneficially owned by an Acquiring Person or an Affiliate or Associate thereof (as defined in the Rights Agreement); and (2) after due inquiry and to the best knowledge of the undersigned, it [ ] did [ ] did not acquire the Rights evidenced by this Right Certificate from any Person who is, was or subsequently became an Acquiring Person of an Affiliate or Associate thereof.

____
Signature

NOTICE

In the event the certification set forth above in the Forms of Assignment and Election is not completed, the Corporation will deem the beneficial owner of the Rights evidenced by this Right Certificate to be an Acquiring Person or an Affiliate or Associate thereof (as defined in the Rights Agreement) and, in the case of an Assignment, will affix a legend to that effect on any Right Certificates issued in exchange for this Rights Certificate.

Exhibit C to the
Rights Agreement

UNDER CERTAIN CIRCUMSTANCES, RIGHTS THAT ARE OR WERE ACQUIRED OR BENEFICIALLY OWNED BY AN ACQUIRING PERSON OR AN AFFILIATE OR ASSOCIATE THEREOF (AS SUCH TERMS ARE DEFINED IN THE RIGHTS AGREEMENT) AND ANY SUBSEQUENT HOLDER OF SUCH RIGHTS MAY BECOME NULL AND VOID.

GRAPHIC PACKAGING HOLDING COMPANY

SUMMARY OF RIGHTS TO PURCHASE
PREFERRED STOCK

The Board of Directors of Graphic Packaging Holding Company (the "*Corporation*"), has authorized the issuance of one Preferred Share Purchase Right (a "*Right*") for each outstanding share of Common Stock, par value $0.01 per share, of the Corporation (the "*Common Stock*"). The following is a summary of the terms of the Rights.

Each Right entitles the registered holder to purchase from the Corporation one one-thousandth of a share of Series A Junior Participating Preferred Stock, par value $0.01 per share, of the Corporation (the "*Preferred Stock*") at a price of $20.00 per one one-thousandth of a share of Preferred Stock, subject to adjustment (the "*Purchase Price*"). The description and terms of the Rights are set forth in a Rights Agreement, dated as of March 10, 2008 (the Rights Agreement, as it may be amended from time to time, is hereinafter referred to as the "*Rights Agreement*") between the Corporation and Wells Fargo Bank, National Association, as Rights Agent (the "*Rights Agent*").

Initially, the Rights will be attached to all Common Stock book-entries or certificates representing shares then outstanding, and no separate book-entries or certificates representing the Rights ("*Right Certificates*") will be distributed. The Rights will separate from the Common Stock and a "*Distribution Date*" will occur upon the earlier to occur of (*i*) ten days following the time (the "*Stock Acquisition Time*") of a public announcement or notice to the Corporation that a person or group of affiliated or associated persons (an "*Acquiring Person*"), not including certain exempt persons, acquired, or obtained the right to acquire, beneficial ownership of 15% or more of the outstanding Common Stock of the Corporation, and (*ii*) ten business days (or, if determined by the Board of Directors, a specified or unspecified later date) following the commencement or announcement of an intention to make a tender offer or exchange offer which, if successful, would cause the bidder to own 15% or more than of the outstanding Common Stock. In the case of any stockholder of the Corporation who, together with its respective affiliates and associates, beneficially owned greater than 15% of the outstanding shares of the Common Stock of the Corporation as of the Effective Time (as such term is defined in the Transaction Agreement and Agreement and Plan of Merger (the "Transaction Agreement"), dated as of July 9, 2007, by and among Giant, Bluegrass Container Holdings, LLC, TPG Bluegrass IV, LP, TPG Bluegrass IV-AIV 2, LP, TPG Bluegrass V, LP, TPG Bluegrass V-AIV 2, LP, Field Holdings, Inc., BCH Management LLC, TPG FOF V-A, L.P., TPG FOF V-B, L.P., New Giant Corporation and Giant Merger Sub, Inc., without including the number of shares beneficially owned by the other parties to the Stockholders Agreement (the *"Stockholders Agreement"*), dated as of July 9, 2007, by and among the Corporation and the parties thereto, attributable to such stockholder by virtue of the Stockholders Agreement (such stockholders are being referred to in the Rights Agreement as "grandfathered persons"), the Rights generally will be distributed only if any such stockholder acquires or proposes to acquire more than an additional 2% of the outstanding shares of the Common Stock of the Corporation. A stockholder shall cease to be a grandfathered person at such time when such stockholder, together with its respective affiliates and associates, beneficially owns less than 15% of the outstanding shares of the Common Stock of the Corporation (without including the number of

shares beneficially owned by the other parties to the Stockholders Agreement attributable to such grandfathered person by virtue of the Stockholders Agreement).

The Rights Agreement provides that, until the Distribution Date, (*i*) the Rights will be transferred with and only with the Common Stock, (*ii*) new Common Stock certificates issued after March 10, 2008, upon transfer, new issuance or reissuance of the Common Stock, will contain a notation incorporating the Rights Agreement by reference and (*iii*) the surrender for transfer of any of the Common Stock book-entries and current ownership statements issued with respect to uncertificated shares of Common Stock in lieu of a stock certificate (an "*Ownership Statement*") or certificates outstanding will also constitute the transfer of the Rights associated with the shares of Common Stock represented by such certificate or book-entry and Ownership Statement. As soon as practicable following the Distribution Date, separate Right Certificates will be mailed to holders of record of the Common Stock as of the close of business on the Distribution Date and such separate Right Certificates alone will evidence the Rights. Except in connection with issuance of Common Stock pursuant to employee stock plans, options and certain convertible securities, and except as otherwise determined by the Board of Directors, only shares of Common Stock issued prior to the Distribution Date will be issued with Rights.

The Rights are not exercisable until the Distribution Date. The Rights will expire on March 10, 2018, unless such date is changed pursuant to an amendment to the Rights Agreement or the Rights are earlier redeemed or exchanged by the Corporation as described below.

In the event that, after the time any person becomes an Acquiring Person, the Corporation is acquired in a merger or other business combination transaction or 50% or more of its assets, cash flow or earning power is sold, proper provision shall be made so that each holder of a Right shall thereafter have the right to receive, upon the exercise thereof at the then current exercise price of the Right, that number of shares of common stock of the acquiring corporation which at the time of such transaction would have a market value (as defined in the Rights Agreement) of two times the Purchase Price of the Right. In the event that, after the time any person becomes an Acquiring Person, the Corporation were the surviving corporation of a merger and its Common Stock were changed or exchanged, proper provision shall be made so that each holder of a Right will thereafter have the right to receive upon exercise that number of shares of common stock of the Corporation (or its acquiror) having a market value of two times the exercise price of the Right.

In the event that a person or group becomes an Acquiring Person, each holder of a Right (other than the Acquiring Person) will thereafter have the right to receive upon exercise that number of shares of Common Stock (or, in certain circumstances, cash, a reduction in the Purchase Price, Preferred Stock, other equity securities of the Corporation, debt securities of the Corporation, other property or a combination thereof) having a market value (as defined in the Rights Agreement) of two times the Purchase Price of the Right. Notwithstanding any of the foregoing, following the occurrence of any of the events set forth in this paragraph, all Rights that are, or (under certain circumstances specified in the Rights Agreement) were, beneficially owned by any Acquiring Person (or an affiliate, associate or transferee thereof) will be null and void. A person will not be an Acquiring Person if the Board of Directors of the Corporation determines that such person or group became an Acquiring Person inadvertently and such person or group promptly divests itself of a sufficient number of shares of Common Stock so that such person or group is no longer an Acquiring Person.

The Purchase Price payable, and the number of shares of Preferred Stock or other securities or property issuable, upon exercise of the Rights are subject to adjustment from time to time to prevent dilution (*i*) in the event of a stock dividend on, or a subdivision, combination or reclassification of, the Preferred Stock, (*ii*) upon the grant to holders of Preferred Stock of certain rights or warrants to subscribe for Preferred Stock or convertible securities at less than the current market price of Preferred Stock or (*iii*) upon the distribution to holders of Preferred Stock of evidences of indebtedness or assets (excluding regular periodic cash dividends or dividends payable in Preferred Stock) or of subscription rights or warrants (other than those referred to above). The number of Rights and number of shares of Preferred Stock issuable upon the exercise of each Right are also subject to adjustment in the event of a stock split, combination or stock dividend on the Common Stock.

With certain exceptions, no adjustment in the Purchase Price will be required until cumulative adjustments require an adjustment of at least 1% in such Purchase Price. No fractional shares of Preferred Stock will be issued (other than fractions which are integral multiples of one one-thousandth of a share of Preferred Stock which may, upon the election of the Corporation, be evidenced by depositary receipts) and, in lieu thereof, an adjustment in cash will be made based on the market price of the Preferred Stock on the last trading date prior to the date of exercise.

At any time prior to the earlier of the Stock Acquisition Time and the Expiration Date (as defined in the Rights Agreement), the Board of Directors may redeem the Rights in whole, but not in part, at a price of $0.001 per Right (the "*Redemption Price*"). Immediately upon the action of the Board of Directors ordering redemption of the Rights, the Rights will terminate and the only right of the holders of Rights will be to receive the Redemption Price.

At any time after a person becomes an Acquiring Person and prior to the acquisition by such Person of 50% or more of the outstanding shares of Common Stock, the Board of Directors of the Corporation may exchange the Rights (other than Rights beneficially owned by such Person which have become void), in whole or part, at an exchange ratio of one share of Common Stock per Right (subject to adjustment). The Corporation, at its option, may substitute one-thousandth (subject to adjustment) of a share of Preferred Stock (or other series of substantially similar preferred stock of the Corporation) for each share of Common Stock to be exchanged.

Each share of Preferred Stock purchasable upon exercise of the Rights will have a minimum preferential dividend of $10 per year, but will be entitled to receive, in the aggregate, a dividend of 1,000 times the dividend declared on the shares of Common Stock. In the event of liquidation, the holders of the shares of Preferred Stock will be entitled to receive a minimum liquidation payment of $1,000 per share, but will be entitled to receive an aggregate liquidation payment equal to 1,000 times the payment made per share of Common Stock. Each share of Preferred Stock will have one thousand votes, voting together with the shares of Common Stock. In the event of any merger, consolidation or other transaction in which shares of Common Stock are exchanged, each share of Preferred Stock will be entitled to receive 1,000 times the amount and type of consideration received per share of Common Stock. The rights of the shares of Preferred Stock as to dividends and liquidation, and in the event of mergers and consolidations, are protected by anti-dilution provisions.

Until a Right is exercised, the holder thereof, as such, will have no rights as a stockholder of the Corporation, other than rights resulting from such holder's ownership of shares of Common Stock, including, without limitation, the right to vote or to receive dividends. While the distribution of the Rights will not be taxable to stockholders or to the Corporation, stockholders may, depending upon the circumstances, recognize taxable income in the event that the Rights become exercisable for Common Stock (or other consideration) of the Corporation or for common stock of the acquiring corporation as set forth above.

Any of the provisions of the Rights Agreement may be amended by the Board of Directors prior to the Stock Acquisition Time. After such time, the provisions of the Rights Agreement may be amended by the Board of Directors in order to cure any ambiguity, to correct or supplement defective or inconsistent provisions, to shorten or lengthen any time period under the Rights Agreement, to make changes which do not adversely affect the interests of the holders of Rights (excluding the interests of any Acquiring Person) or to shorten or lengthen any time period under the Rights Agreement; *provided*, *however*, that no amendment to adjust the time period governing redemption shall be made at such time as the Rights are not redeemable.

A copy of the Rights Agreement has been filed with the Securities and Exchange Commission as an exhibit to the Corporation's Registration Statement on Form 8-A dated March 10, 2008. Copies of the Rights Agreement are available free of charge from the Corporation. This summary description of the Rights does not purport to be complete and is qualified in its entirety by reference to the Rights Agreement, as it may be amended from time to time, which is hereby incorporated herein by reference.

Exhibit 10.1

AMENDMENT NO. 1 TO CREDIT AGREEMENT

This Amendment No. 1 to Credit Agreement dated as of March 10, 2008 (this "***Amendment***"), is made by and among **GRAPHIC PACKAGING INTERNATIONAL, INC.**, a Delaware corporation (the "***Borrower***"), **GRAPHIC PACKAGING CORPORATION**, a Delaware corporation ("***Holding***"), **BANK OF AMERICA, N.A.**, a national banking association organized and existing under the laws of the United States ("***Bank of America***"), in its capacity as administrative agent for the Lenders (as defined in the Credit Agreement (as defined below)) (in such capacity, the "***Administrative Agent***"), each of the existing Lenders under such Credit Agreement (collectively, the "***Existing Lenders***") party hereto, and each of the Persons becoming Lenders by the execution of this Amendment (the "***Joining Lenders***"), and each of the Subsidiary Guarantors (as defined in the Credit Agreement) signatory hereto.

WITNESSETH:

WHEREAS, the Borrower, the Administrative Agent, and the Lenders have entered into that certain Credit Agreement dated as of May 16, 2007 (as hereby amended and as from time to time further amended, modified, supplemented, restated, or amended and restated, the "***Credit Agreement***"; capitalized terms used in this Amendment not otherwise defined herein shall have the respective meanings given thereto in the Credit Agreement), pursuant to which the Lenders have made available to the Borrower a term loan facility and a revolving credit facility, including a letter of credit facility; and

WHEREAS, Holding, the Borrower and each of the Subsidiary Guarantors have entered into that certain Guarantee and Collateral Agreement dated as of May 16, 2007 (as from time to time amended, modified, supplemented, restated, or amended and restated, the "***Guarantee and Collateral Agreement***") (i) pursuant to which Holding and each Subsidiary Guarantor has guaranteed the payment and performance of the obligations of the Borrower under the Credit Agreement and the other Loan Documents, and (ii) which secures the Obligations of the Loan Parties under the Credit Agreement and other Loan Documents; and

WHEREAS, the Borrower has requested (i) an Incremental Term Facility in an aggregate amount of $1,200,000,000 (such Incremental Term Facility provided herein being referred to herein as the "***2008 Incremental Term Facility***"), and (ii) an increase in the Aggregate Revolving Credit Commitments in an aggregate amount of $100,000,000 (such **increase** being referred to herein as the "***2008 Incremental Revolving Commitment***"), all as set forth herein, and the Administrative Agent and the Lenders signatory hereto are willing to effect such addition of an Incremental Term Facility and such Incremental Revolving Commitment on the terms and conditions contained in this Amendment;

NOW, THEREFORE, in consideration of the premises and further valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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1. Incremental Facility Amendment. The parties hereto agree and acknowledge that for all purposes this Amendment shall be considered an "Incremental Facility Amendment", as such term is defined in and used in the Credit Agreement.

2. Agreements related to 2008 Incremental Term Facility.

(a) Subject to the terms and conditions set forth herein, each Lender designated as a "2008 Incremental Term Lender" on Schedule 1 hereto (each such Lender being a "***2008 Incremental Term Lender***") hereby severally agrees pursuant to Section 2.6 of the Credit Agreement to make a single loan (each such loan, a "***2008 Incremental Term Loan***") to the Borrower in Dollars on the Funding Date (as defined in Section 6(b)) in a principal amount equal to the amount set forth opposite such 2008 Incremental Term Lender's name on Schedule 1 hereto under the caption "2008 Incremental Term Commitment". The 2008 Incremental Term Loans shall be made simultaneously by the 2008 Incremental Term Lenders in accordance with their respective Applicable Percentages of the 2008 Incremental Term Facility specified on Schedule 1. Amounts borrowed pursuant to this Section 2(a) and repaid or prepaid may not be reborrowed. The 2008 Incremental Term Loans may be Base Rate Loans or Eurocurrency Loans and converted from one Type of Loan to the other on the same terms as Term B Loans pursuant to Section 2.2 of the Credit Agreement except that (i) during the existence of an Event of Default, other than those Events of Default described in subsection 9(a) or 9(f), the Required Incremental Term Lenders may require that no 2008 Incremental Term Loans may be converted to or continued as Eurocurrency Loans without the consent of the Required Incremental Term Lenders, and (ii) after giving effect to all Incremental Term Loan Borrowings, all conversions of Incremental Term Loans from one Type to the other, and all continuations of Incremental Term Loans as the same Type, there shall not be more than eight Interest Periods in effect in respect of the 2008 Incremental Term Facility. Notwithstanding anything herein or in subsection 2.2 of the Credit Agreement to the contrary, the Borrower may not select (i) the Eurocurrency Rate for the initial extension of the 2008 Incremental Term Loans or (ii) Interest Periods for 2008 Incremental Term Loans as Eurocurrency Loans that have a duration of more than one month during the period from the date hereof to the date which is 15 days after the funding date thereof (or such earlier date as shall be specified by the Administrative Agent in a notice to the Borrower and the Lenders). The 2008 Incremental Term Loans may not be converted into a currency other than Dollars.

(b) The 2008 Incremental Term Facility shall rank pari passu in right of payment and of security with the Revolving Credit Loans and the Term B Loans.

(c) The final maturity and "Termination Date" with respect to the 2008 Incremental Term Facility shall be May 16, 2014, which is the Termination Date with respect to the Term B Facility.

(d) The 2008 Incremental Term Facility shall be subject to optional and mandatory prepayment on the same terms as Term B Loans pursuant to Section 4.2 of the

Credit Agreement except that any voluntary prepayment of the 2008 Incremental Term Loans effected on or prior to the first anniversary of the funding date thereof as a result of a Repricing Transaction (as defined below) shall be accompanied by a prepayment fee equal to 1.00% of the principal amount of the 2008 Incremental Term Loans prepaid, unless such prepayment premium is waived by the applicable Lender. Prepayments pursuant to subsections 4.2(b) and 4.2(c) of the Credit Agreement shall be applied to prepay Term B Loans and 2008 Incremental Term Loans, if any, then outstanding on a pro rata basis. As used above, the term "***Repricing Transaction***" means any voluntary prepayment of the 2008 Incremental Term Loans using proceeds of new term loans (including without limitation any Incremental Term Loans) for which the interest rate payable thereon on the date of such optional prepayment is lower than the Eurocurrency Rate on the date of such optional prepayment plus the Applicable Margin with respect to the 2008 Incremental Term Loans on the date of such optional prepayment, provided that the primary purpose of such prepayment is to refinance the 2008 Incremental Term Loans at a lower interest rate (e.g. not in connection with a "change of control" or other similar transaction).

(e) For all purposes and uses in the Credit Agreement (including without limitation for purposes of the definition of "Default Rate" and Subsections 4.1(a) and (b) thereof), the rates per annum set forth below under the relevant column headings shall be considered the "Applicable Margin" applicable to the 2008 Incremental Term Facility:

Base Rate Loans	Eurocurrency Loans
1.75%	2.75%

(f) The Borrower shall pay to the Administrative Agent for the account of each 2008 Incremental Term Lender, in consecutive semi-annual installments (subject to reduction as provided in subsection 4.2 of the Credit Agreement), on the dates and in the principal amounts, (together with all accrued interest thereon) (or such earlier date on which the 2008 Incremental Term Loans become due and payable pursuant to Section 9 of the Credit Agreement) set forth below, and the parties hereto agree and acknowledge that the payment of such principal amounts on such dates shall result in the 2008 Incremental Term Loans having a weighted average life that is not less than that of the Term B Loans:

Date	Amount
June 30, 2008	$6,000,000.00
December 31, 2008	$6,000,000.00
June 30, 2009	$6,000,000.00
December 31, 2009	$6,000,000.00
June 30, 2010	$6,000,000.00
December 31, 2010	$6,000,000.00
June 30, 2011	$6,000,000.00
December 31, 2011	$6,000,000.00

Date	Amount
June 30, 2012	$6,000,000.00
December 31, 2012	$6,000,000.00
June 30, 2013	$6,000,000.00
December 31, 2013	$6,000,000.00
Termination Date	Balance

(g) The parties hereto agree and acknowledge that for all purposes (i) the 2008 Incremental Term Facility provided herein shall be considered an "Incremental Term Facility", (ii) each 2008 Incremental Term Lender shall be considered an "Incremental Term Lender", (iii) the borrowing made hereunder shall be considered an "Incremental Term Borrowing", (iv) the commitment of each 2008 Incremental Term Lender hereunder to make 2008 Incremental Term Loans pursuant to the terms hereof shall be considered an "Incremental Term Commitment" and (v) each Loan made pursuant to this Section 2 shall be considered an "Incremental Term Loan", in each case as such terms are defined in and used in the Credit Agreement.

(h) The Borrower agrees that, promptly upon the request to the Administrative Agent by any Lender, in order to evidence such Lender's 2008 Incremental Term Loan, the Borrower will execute and deliver to such Lender a promissory note in form and substance as reasonably requested by the Administrative Agent, with appropriate insertions as to payee, date and principal amount, payable to such Lender and in a principal amount equal to the unpaid principal amount of the 2008 Incremental Term Loan made by such Lender to the Borrower.

3. Agreements related to 2008 Incremental Revolving Commitment.

(a) Subject to the terms and conditions set forth herein and in the Credit Agreement, each Lender designated as a "2008 Incremental Revolving Credit Lender" on Schedule 1 hereto (each such Lender being a "***2008 Incremental Revolving Lender***") hereby severally agrees pursuant to Section 2.6 of the Credit Agreement to provide the Incremental Revolving Commitment set forth opposite such 2008 Incremental Revolving Credit Lender's name on Schedule 1 hereto under the caption "2008 Incremental Revolving Commitment". Schedule 1 also specifies the Revolving Credit Commitment and the Applicable Revolving Credit Percentage of each Revolving Credit Lender party hereto after giving effect to the 2008 Incremental Revolving Commitment.

(b) The parties hereto agree and acknowledge that for all purposes (i) the 2008 Incremental Revolving Commitment provided herein shall be considered an "Incremental Revolving Commitment", (ii) each 2008 Incremental Revolving Lender shall be considered a "Revolving Credit Lender", and (iii) each Loan made pursuant to the Incremental Revolving Commitment shall be considered a "Revolving Credit Loan", in each case as such terms are defined in and used in the Credit Agreement.

4. Joining Lender Acknowledgements. By its execution of this Amendment, each

Joining Lender hereby confirms and agrees that, on and after the Amendment Effectiveness Date, it shall be and become a party to the Credit Agreement as a Lender, and shall have all of the rights and be obligated to perform all of the obligations of a Lender thereunder with the Commitment applicable to such Lender identified on Schedule 1 attached hereto in addition to any commitment applicable thereto immediately prior to the effectiveness hereof. Each Joining Lender further (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Amendment and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it is sophisticated with respect to decisions to acquire assets of the type presented by its Commitment and either it, or the Person exercising discretion in making its decision to acquire such asset, is experienced in acquiring assets of such type, (iii) it has received a copy of the Credit Agreement and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to subsection 7.1 thereof, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Amendment and to acquire such asset, (iv) it has independently and without reliance upon the Administrative Agent or any other Lender, or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and its own decision to enter into this Amendment and to purchase such asset, (v) it is a bank, savings and loan association or other similar savings institution, insurance company, investment fund or company or other financial institution which makes or acquires commercial loans in the ordinary course of its activities, that it will participate under the Credit Agreement as a Lender for such commercial purposes, and that it has the knowledge and experience to be and is capable of evaluating the merits and risks of being a Lender thereunder and (vi) if it is a Foreign Lender, any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, has been duly completed and executed by such Lender and delivered to the Administrative Agent, and (b) agrees that (i) it will, independently and without reliance upon the Administrative Agent, or any other Lender, or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and its own decisions in taking or not taking action under or based upon the Credit Agreement, any other Loan Document or any related agreement or any document furnished thereunder, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender. On and after Amendment Effectiveness Date, all references to the "Lenders" in the Credit Agreement shall be deemed to include the Joining Lenders.

5. Revolving Credit Lender Acknowledgements. On the Amendment Effectiveness Date, (i) each Existing Lender and each Joining Lender that has a 2008 Incremental Revolving Commitment shall make available to the Administrative Agent such amounts in immediately available funds as the Administrative Agent shall determine, for the benefit of the other relevant Revolving Credit Lenders, as being required in order to cause, after giving effect to such increase and joinder and the application of such amounts to make payments to such other relevant Revolving Credit Lenders, the outstanding Revolving Credit Loans (and risk participations in outstanding Swing Line Loans and L/C-BA Obligations) to be held ratably by all Revolving Credit Lenders in accordance with their respective Applicable Percentages (as revised by this

Amendment), (ii) the Borrower shall be deemed to have prepaid and reborrowed the outstanding Revolving Credit Loans as of the Amendment Effectiveness Date to the extent necessary to keep the outstanding Revolving Credit Loans ratable with any revised Applicable Percentages arising from any nonratable increase in the Revolving Credit Commitments under this Amendment and the joinder of the Joining Lenders, and (iii) the Borrower shall pay to the relevant Revolving Credit Lenders the amounts, if any, required pursuant to Subsection 4.10 of the Credit Agreement as a result of such prepayment.

6. Effectiveness of Amendment and Commitments; Funding Date.

(a) This Amendment and the Commitments herein provided shall become effective upon the receipt by the Administrative Agent of each of the following (the date all of such items have been received, the "***Amendment Effectiveness Date***"):

(i) counterparts of this Amendment, duly executed by Holding, the Borrower, the Administrative Agent, each Subsidiary Guarantor, the 2008 Incremental Term Lenders and the 2008 Incremental Revolving Lenders; and

(ii) a certificate, dated the Amendment Effectiveness Date and signed by a Responsible Officer of the Borrower, confirming compliance with the conditions set forth in paragraphs Subsections 6.2(a) and (b) of the Credit Agreement, it being understood that all references to "the date of such Borrowing" in such Subsection 6.2 shall be deemed to refer to the Amendment Effectiveness Date.

(b) The funding of the 2008 Incremental Term Loans shall occur upon satisfaction of the conditions precedent set forth below (the date of satisfaction thereof, the "***Funding Date***"). The Borrower hereby agrees that the Total Revolving Credit Outstandings shall not exceed $300,000,000 at any time until the Funding Date occurs.

(i) Documents. The Administrative Agent shall have received (w) Assumption Agreements, in the form attached to the Guarantee and Collateral Agreement, executed and delivered by a duly authorized officer of each Person becoming a Subsidiary of the Borrower on the Funding Date (other than a Foreign Subsidiary, a Subsidiary of a Foreign Subsidiary, or a Receivables Subsidiary) (collectively the "***Joining Guarantors***") and an Acknowledgement and Consent in the form attached to the Guarantee and Collateral Agreement, executed and delivered by each Issuer (as defined therein), if any, that is not a Joining Guarantor; (x) Revolving Credit Notes and Term Notes executed by the Borrower in favor of each Lender requesting a Revolving Credit Note or the Term Notes, as applicable; (y) favorable written opinions (addressed to the Administrative Agent and the Lenders and dated the Funding Date) of (A) Alston & Bird LLP, counsel for the Borrower, and (B) Stephen A. Hellrung, counsel to the Borrower, and (z) Amendment No. 2 to Credit Agreement dated as of March 7, 2008 ("***Amendment No. 2***"), in the form previously approved by the Administrative Agent and the Borrower, executed and delivered by a duly authorized officer of each Person party thereto.

(ii) Merger Certificates. The Administrative Agent shall have received (x) a certificate of a Responsible Officer of Holding and the Borrower attaching a true, correct and complete copy of the Transaction Agreement and Agreement and Plan of Merger (the "***Merger Agreement***"), dated July 9, 2007, entered into among Holding, Bluegrass Container Holdings LLC ("***BCH***"), and the Sellers (as defined therein), together with all schedules and exhibits thereto, and certifying as to the consummation of the transaction described therein without giving effect to any modifications, amendments or waivers thereto that are material and adverse to the Lenders (as reasonably determined by the Administrative Agent), without the prior consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed); it being further agreed that any modification, amendment or waiver of the representation and warranty set forth in Section 3.1(f)(ii) of the Merger Agreement, including any of the definitions referred to in such section, shall be deemed to be material and adverse to the Lenders and (y) a copy of the Certificate of Merger filed pursuant to Section 1.2(a) of the Merger Agreement. The transactions contemplated by the Merger Agreement, the refinancing of the outstanding indebtedness of BCH as contemplated by this Amendment, the execution, delivery and performance of Amendment No. 2 and the payment of all transactions costs in connection therewith are herein collectively referred to as the "***Altivity Transactions***".

(iii) Termination of Altivity Credit Facilities and Letters of Credit The Administrative Agent shall receive, substantially concurrently with the satisfaction of the other conditions precedent set forth in this Section 6(b), evidence reasonably satisfactory to it that (A) the first and second lien credit agreements, each dated as of June 30, 2006 (each as amended, supplemented or otherwise modified from time to time prior to the Funding Date, the "***Altivity Credit Facilities***") among Bluegrass Container Holdings LLC, Altivity Packaging, LLC, JPMorgan Chase Bank, N.A., as administrative agent under the first lien credit agreement, Lehman Commercial Paper Inc., as administrative agent under the second lien credit agreement, the lenders from time to time party to each such agreement, and the other persons party to each such agreement shall be simultaneously terminated, (B) all amounts thereunder shall be simultaneously paid in full, (C) all letters of credit in connection with the Altivity Credit Facilities shall be incorporated as Letters of Credit deemed issued under the Credit Agreement and the Administrative Agent shall have received reasonably satisfactory information with respect thereto and (D) arrangements reasonably satisfactory to the Administrative Agent shall have been made for the termination of Liens and security interests granted in connection therewith.

(iv) Solvency Certificate. The Administrative Agent shall have received a solvency certificate from an authorized financial officer of Holding and the Borrower, certifying that after giving effect to the transactions to occur on the date hereof (including without limitation the entering into by the respective Loan Parties of this Amendment, the Assumption Agreements and the other Loan Documents on the date hereof, the Altivity Transactions (as defined below) and the incurrence of Indebtedness under the Loan Documents on the date hereof), Holding, the Borrower and their respective Subsidiaries, measured on a consolidated basis, are Solvent.

(v) Financial Information. The Lenders that are signatories hereto shall have received copies of (x) pro forma consolidated balance sheet and related pro forma consolidated statement of income of the Borrower as of and for the twelve-month period ending on the last day of the most recently completed four-fiscal quarter period ended at least 45 days prior to the Funding Date, prepared after giving effect to the Altivity Transactions as if the Altivity Transactions had occurred as of such date (in the case of such balance sheet) or at the beginning of such period (in the case of such other financial statements)(it being understood that the proforma consolidated statements ending December 31, 2007 and any future pro forma statements shall incorporate a valuation of assets acquired pursuant to the Altivity Transactions performed as of September 30, 2007) and (y) audited consolidated balance sheets and related statements of income, stockholders' equity and cash flows of Bluegrass Container Holdings LLC for the most recently completed fiscal year ended December 31, 2006 (and, to the extent the Funding Date occurs on or after March 31, 2008, the fiscal year ended December 31, 2007) and (z) unaudited consolidated balance sheets and related statements of income, stockholders' equity and cash flows of Bluegrass Container Holdings LLC for each subsequent fiscal quarter after December 31, 2006 ended at least 45 days before the Funding Date.

(vi) Loan Notice. The Administrative Agent shall have received a Loan Notice of the Borrower, dated on or before the Funding Date, with appropriate insertions and attachments, executed by a Responsible Officer of the Borrower.

(vii) Fees and Expenses. All of the fees and expenses payable on the Funding Date shall have been paid in full (without prejudice to final settling of accounts for such fees and expenses).

(viii) Pledged Stock; Stock Powers. The Administrative Agent shall have received the certificates, if any, representing the Pledged Stock in which such Joining Guarantors have rights under (and as defined in) the Guarantee and Collateral Agreement, together with an undated stock power for each such certificate executed in blank by a duly authorized officer of the pledgor thereof.

(ix) Corporate Proceedings of the Loan Parties. The Administrative Agent shall have received a copy of the resolutions, in form and substance reasonably satisfactory to the Administrative Agent, of the board of directors or comparable body of each of Holding, the Borrower and the Joining Guarantors authorizing, as applicable, (i) the execution, delivery and performance of this Agreement, any Notes and the other Loan Documents to be executed by such Loan Party in connection with this Amendment, (ii) the Credit Extensions to such Loan Party (if any) to occur on the Funding Date and (iii) the granting by such Loan Parties of the Liens to be created pursuant to the Security Documents, certified by the Secretary or an Assistant Secretary (or other individual providing similar duties) of such Loan Party as of the Funding Date, which certificate shall be in form and substance reasonably satisfactory to the Administrative Agent and shall state that the resolutions thereby certified have not been amended, modified (except as any later such resolution may modify any earlier such resolution), revoked or rescinded and are in full force and effect.

(x) Incumbency Certificates of the Loan Parties. The Administrative Agent shall have received a certificate of each of Holding, the Borrower and the Joining Guarantors, dated the Agreement Date, as to the incumbency and signature of the officers or other individuals executing any Loan Documents on behalf of such Loan Party executing any Loan Document, reasonably satisfactory in form and substance to the Administrative Agent, executed by a Responsible Officer and the Secretary or any Assistant Secretary (or other individual providing similar duties) of such Loan Party.

(xi) Governing Documents. The Administrative Agent shall have received copies of the certificate or articles of incorporation and by-laws (or other similar governing documents serving the same purpose) of each of Holding, the Borrower and the Joining Guarantors, certified as of the Funding Date as complete and correct copies thereof by the Secretary or an Assistant Secretary (or other individual providing similar duties) of such Loan Party, or (with respect to any such Loan Party which delivered such governing documents on the Closing Date) a certificate from each applicable Loan Party certifying as to the absence of any amendment or change to such governing documents since the Closing Date

(xii) Outside Date. The conditions in this Section 6(b) shall be satisfied on or before June 30, 2008 (the "***Outside Date***"). If the Funding Date has not occurred on or before the Outside Date or the Merger Agreement terminates prior to the Outside Date or the Borrower publicly announces its intent not to consummate the transactions thereunder, (A) the 2008 Incremental Term Commitments shall terminate, and (B) the Borrower hereby irrevocably requests a reduction of the Aggregate Revolving Commitments in the amount of $100,000,000 as soon as practicable.

7. Consent of the Guarantors. Each Guarantor hereby consents, acknowledges and agrees to the amendments, agreements and acknowledgements set forth herein and hereby confirms and ratifies in all respects the Guarantee and Collateral Agreement (including without limitation the continuation of such Guarantor's payment and performance obligations thereunder upon and after the effectiveness of this Amendment and the amendments, agreements and acknowledgements contemplated hereby, including without limitation, such Guarantor's payment and performance obligations with respect to all 2008 Incremental Term Loans made pursuant to the 2008 Incremental Term Facility and all Revolving Credit Loans made pursuant to the 2008 Incremental Revolving Commitment) and the enforceability of the Guarantee and Collateral Agreement against such Guarantor in accordance with its terms.

8. Representations and Warranties. In order to induce the Administrative Agent and the Lenders to enter into this Amendment, each Loan Party represents and warrants to the Administrative Agent and the Lenders as follows:

(a) The representations and warranties made by each Loan Party in Subsection 5 of the Credit Agreement and in each of the other Loan Documents to which such Loan Party is a party or which are contained in any certificate furnished by or on behalf of such Loan Party pursuant to any of the Loan Documents to which it is a party are true and correct in all material respects on and as of the date hereof, with the same effect as if made on the date hereof, except

for representations and warranties expressly stated to relate to an earlier date in which case such representations and warranties are true and correct in all material respects as of such earlier date;

(b) The Persons appearing as Subsidiary Guarantors on the signature pages to this Amendment constitute all Persons who are required to be Subsidiary Guarantors pursuant to the terms of the Credit Agreement and the other Loan Documents, including without limitation all Persons who became Subsidiaries or were otherwise required to become Subsidiary Guarantors after the Closing Date, and each of such Persons has become and remains a party to the Guarantee and Collateral Agreement as a "Guarantor";

(c) This Amendment has been duly authorized, executed and delivered by Holding, the Borrower and the Subsidiary Guarantors party hereto and constitutes a legal, valid and binding obligation of such parties, except as may be limited by general principles of equity or by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally;

(d) No Default or Event of Default has occurred and is continuing; and

(e) Holding is in Pro Forma Compliance.

9. Consent of Lenders. Each of the Borrower and the Administrative Agent hereby consents, acknowledges and agrees that each 2008 Incremental Term Lender extending commitments under the 2008 Incremental Term Facility is satisfactory to it. Each of the Borrower, the Administrative Agent, the Swing Line Lender, the L/C Issuer and the Alternative Currency Funding Fronting Lender hereby consents, acknowledges and agrees that each 2008 Incremental Revolving Lender providing a portion of the 2008 Incremental Revolving Commitment is satisfactory to it.

10. Entire Agreement. This Amendment, together with all the Loan Documents, that certain Amended and Restated Commitment Letter dated January 12, 2008 by and among Holding and the Initial Lenders and Joint Bookrunners named therein and that certain Amended and Restated Fee Letter dated January 12, 2008 by and among Holding and the Initial Lenders and Joint Bookrunners named therein (collectively, the "***Relevant Documents***"), sets forth the entire understanding and agreement of the parties hereto in relation to the subject matter hereof and supersedes any prior negotiations and agreements among the parties relating to such subject matter. No promise, condition, representation or warranty, express or implied, not set forth in the Relevant Documents shall bind any party hereto, and no such party has relied on any such promise, condition, representation or warranty. Each of the parties hereto acknowledges that, except as otherwise expressly stated in the Relevant Documents, no representations, warranties or commitments, express or implied, have been made by any party to the other in relation to the subject matter hereof or thereof. None of the terms or conditions of this Amendment may be changed, modified, waived or canceled orally or otherwise, except in writing and in accordance with Subsection 11.1 of the Credit Agreement.

11. Full Force and Effect of Agreement. Except as hereby specifically amended, modified or supplemented, the Credit Agreement and all other Loan Documents are hereby

confirmed and ratified in all respects and shall be and remain in full force and effect according to their respective terms.

12. Additional Covenant. Each 2008 Incremental Term Loan Lender and each 2008 Incremental Revolving Lender party hereto agrees that the execution of this Amendment constitutes its consent to, and an affirmative vote in favor of, the terms of Amendment No.2.

13. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment by telecopy or electronic delivery (including by .pdf) shall be effective as delivery of a manually executed counterpart of this Amendment.

14. Governing Law. This Amendment shall in all respects be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed and to be performed entirely within such State, and shall be further subject to the provisions of Subsection 11.15 of the Credit Agreement.

15. Enforceability. Should any one or more of the provisions of this Amendment be determined to be illegal or unenforceable as to one or more of the parties hereto, all other provisions nevertheless shall remain effective and binding on the parties hereto.

16. References. All references in any of the Loan Documents to the "Credit Agreement" shall mean the Credit Agreement, as amended hereby and as further amended, supplemented or otherwise modified from time to time.

17. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the Borrower, Holding, the Administrative Agent, each of the Subsidiary Guarantors and Lenders, and their respective successors, legal representatives, and assignees to the extent such assignees are permitted assignees as provided in Subsection 11.6 of the Credit Agreement.

[Signature pages follow.]

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

BORROWER:

GRAPHIC PACKAGING INTERNATIONAL, INC., as Borrower

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

HOLDING:

GRAPHIC PACKAGING CORPORATION, as Holding

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

SUBSIDIARY GUARANTORS:

SLEVIN SOUTH COMPANY

By: /s/ Stephen A. Hellrung
Name: Stephen A. Hellrung
Title: Senior Vice President, General Counsel and Secretary

GOLDEN TECHNOLOGIES COMPANY, INC.

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

GOLDEN EQUITIES, INC.

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

LAUENER ENGINEERING LIMITED

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A., as Administrative Agent

By: /s/ Anne M. Zeschke
Name: Anne M. Zeschke
Title: Assistant Vice President

Graphic Packaging International, Inc.
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LENDERS:

BANK OF AMERICA, N.A., as a Lender, Swing Line Lender, L/C Issuer and Alternative Currency Funding Fronting Lender

By: /s/ Shawn Jenko
Name: Shawn Jenko
Title: Senior Vice President

JPMORGAN CHASE BANK, N.A.

By: /s/ Peter S. Predun
Name: Peter S. Predun
Title: Executive Director

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GOLDMAN SACHS CREDIT PARTNERS L.P.

By: /s/ Walt Jackson
Name: Walt Jackson
Title: Authorized Signatory

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LASALLE BANK NATIONAL ASSOCIATION

By: /s/ James J. Hess
Name: James J. Hess
Title: Senior Vice President

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Exhibit 10.2

AMENDMENT NO. 2 TO CREDIT AGREEMENT

This Amendment No. 2 to Credit Agreement dated as of March 10, 2008 (this "***Amendment***"), is made by and among **GRAPHIC PACKAGING INTERNATIONAL, INC.**, a Delaware corporation (the "***Borrower***"), **GRAPHIC PACKAGING CORPORATION**, a Delaware corporation ("***Holding***"), **BANK OF AMERICA, N.A.**, a national banking association organized and existing under the laws of the United States ("***Bank of America***"), in its capacity as administrative agent for the Lenders (as defined in the Credit Agreement (as defined below)) (in such capacity, the "***Administrative Agent***"), each of the Lenders signatory hereto, and each of the Subsidiary Guarantors (as defined in the Credit Agreement) signatory hereto. The Lenders signatory hereto comprise "Required Lenders" and the Revolving Credit Lenders signatory hereto comprise "Required Revolving Lenders".

WITNESSETH:

WHEREAS, the Borrower, the Administrative Agent, and the Lenders have entered into that certain Credit Agreement dated as of May 16, 2007 (as amended by Amendment No. 1 to Credit Agreement dated as of March 10, 2008 ("***Amendment No. 1***") and as hereby amended and as from time to time further amended, modified, supplemented, restated, or amended and restated, the "***Credit Agreement***"; capitalized terms used in this Amendment not otherwise defined herein shall have the respective meanings given thereto in the Credit Agreement), pursuant to which the Lenders have made available to the Borrower a term loan facility and a revolving credit facility, including a letter of credit facility; and

WHEREAS, Holding, the Borrower and each of the Subsidiary Guarantors have entered into that certain Guarantee and Collateral Agreement dated as of May 16, 2007 (as from time to time amended, modified, supplemented, restated, or amended and restated, the "***Guarantee and Collateral Agreement***") (i) pursuant to which Holding and each Subsidiary Guarantor has guaranteed the payment and performance of the obligations of the Borrower under the Credit Agreement and the other Loan Documents, and (ii) which secures the Obligations of the Loan Parties under the Credit Agreement and other Loan Documents; and

WHEREAS, the Borrower has advised the Administrative Agent and the Lenders that the Borrower desires to amend certain provisions of the Credit Agreement, all as set forth herein, and the Administrative Agent and the Lenders signatory hereto are willing to effect such amendments on the terms and conditions contained in this Amendment;

NOW, THEREFORE, in consideration of the premises and further valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendments to Credit Agreement. Subject to the terms and conditions set forth herein, the Credit Agreement is hereby amended as follows:

   (a) The following definition of "Adjusted EBITDA" is inserted in Subsection 1.1 in the appropriate alphabetical position therein:

"Adjusted EBITDA": for any period, EBITDA for such period plus the amount of "run rate" cost savings projected by the Borrower in good faith to be realized as a result of specified actions taken, or expected to be taken, prior to or within twelve months of such period (which cost savings shall be added to Adjusted EBITDA until fully realized and calculated on a pro forma basis as though such cost savings had been realized on the first day of such period), net of the amount of actual benefits realized or expected to be realized from such actions; provided, however, that (A) such cost savings are reasonably identifiable and factually supportable, (B) "run rate" shall mean the full recurring benefit that is associated with any action taken or expected to be taken so long as some portion of such benefit is realized or expected to be realized within twelve months of taking such action) and (C) the aggregate amount of "run rate" cost savings that may be added back in any rolling four-quarter period shall not exceed the lesser of (i) 10% of EBITDA for such four quarter-period and (ii) $100,000,000.

(b) The following definition of "Altivity Transactions" is inserted in Subsection 1.1 in the appropriate alphabetical position therein:

"Altivity Transactions": (a) the transactions contemplated by that certain Transaction Agreement and Agreement and Plan of Merger (the "Merger Agreement"), dated July 9, 2007, together with all exhibits and schedules thereto entered into with Holding, Bluegrass Container Holdings LLC ("BCH"), the Sellers (as defined therein), a newly formed Delaware corporation ("Newco"), and a second newly formed Delaware corporation and wholly owned subsidiary of Newco ("Merger Sub") and pursuant to which (i) Merger Sub will be merged with and into Holding (the "Merger") in accordance with the terms thereof, with Holding surviving such Merger as a wholly owned subsidiary of Newco, and (ii) each Seller will contribute to Newco, and Newco will acquire from each such Seller in accordance with the terms thereof, the equity interests of BCH owned by each such Seller in exchange for the issuance by Newco to each such Seller of shares of common stock of Newco, (b) the refinancing of the outstanding indebtedness of BCH as contemplated by Amendment No. 1 to this Agreement, (c) the execution, delivery and performance of Amendment No. 2 to this Agreement and (d) the payment of all transactions costs in connection therewith.

(c) The following definition of "Amendment No. 2 Effectiveness Date" is inserted in Subsection 1.1 in the appropriate alphabetical position therein:

"Amendment No. 2 Effectiveness Date": March 10, 2008.

(d) The definition of "Arrangers" is amended, so that, as amended, such definition shall read as follows:

"Arrangers": each of Banc of America Securities LLC, Deutsche Bank Securities Inc., J.P. Morgan Securities, Inc. and Goldman Sachs Credit Partners L.P., each in its capacity as joint lead arranger.

(e) The definition of "Book Manager" is amended, so that, as amended, such definition shall read as follows:

"Book Manager": each of Banc of America Securities LLC, Deutsche Bank Securities Inc., Goldman Sachs Credit Partners L.P. and J.P. Morgan Securities, Inc., each in its capacity as joint book manager.

(f) The definition of "Co-Documentation Agents" is amended, so that, as amended, such definition shall read as follows:

"Co-Documentation Agents": as defined in the introductory paragraph hereto; provided that, and on and after the Amendment No. 2 Effectiveness Date, JPMorgan Chase Bank, N.A. shall be a "Co-Documentation Agent" and LaSalle Bank National Association shall no longer be "Co-Documentation Agent".

(g) The following definition of "Consolidated Senior Secured Leverage Ratio" is inserted in Subsection 1.1 in the appropriate alphabetical position therein:

"Consolidated Secured Leverage Ratio": as of any date of determination, the ratio of (a) Consolidated Indebtedness/Securitization, as of such date of determination excluding therefrom all Consolidated Indebtedness/ Securitization that is either (i) unsecured or (ii) Permitted Subordinated Indebtedness or (iii) secured Indebtedness permitted to be incurred by Foreign Subsidiaries under Subsection 8.2(l) *to* (b) Adjusted EBITDA for the most recently ended Test Period.

(h) The following definition of "Cure Amount" is inserted in Subsection 1.1 in the appropriate alphabetical position therein:

"Cure Amount": as defined in Section 10.

(i) The following definition of "Cure Right" is inserted in Subsection 1.1 in the appropriate alphabetical position therein:

"Cure Right": as defined in Section 10.

(j) The following definition of "DOJ Required Asset Sale" is inserted in Subsection 1.1 in the appropriate alphabetical position therein:

"DOJ Required Sale Proceeds": the Net Cash Proceeds of any sale or other divestiture, whenever transacted, of assets required (or the agreement to conduct such sale or divestiture within a certain period of time following the closing of the Altivity Transactions is required) by the

United States Department of Justice as a condition precedent to its approval and consent to the Altivity Transactions.

(k) The definition of "GAAP" is amended by adding the following after "Closing Date,":

with respect to the covenants contained in subsection 8.18 and all defined terms relating thereto, generally accepted accounting principles in the United States of America in effect on the Amendment No. 2 Effectiveness Date.

(l) The following definition of "JPMorgan Letters of Credit" is inserted in Subsection 1.1 in the appropriate alphabetical position therein:

"JPMorgan Letters of Credit": those Letters of Credit described on Schedule 5 to that certain Amendment No. 2 to Credit Agreement dated as of March 10, 2008.

(m) The definition of "L/C Issuer" is amended by adding the following at the end of such definition:

The parties hereto acknowledge that JPMorgan Chase Bank, N.A. shall act (and JPMorgan Chase Bank, N.A. hereby agrees to act) as an L/C Issuer with respect to the JPMorgan Letters of Credit. In furtherance and not in limitation of the foregoing, JPMorgan Chase Bank, N.A. agrees to (i) confirm receipt of copies by the Administrative Agent of any amendments to the JPMorgan Letters of Credit as described in subsection 3.1(b)(ii) and (ii) provide any notice of drawing by any beneficiary with respect to the JPMorgan Letters of Credit to the Administrative Agent as described in subsection 3.1(c)(i).

(n) The definition of "Letter of Credit" is amended by adding the following after "hereunder" in the first line thereof:

and shall include the JPMorgan Letters of Credit

(o) The definition of "Other Representatives" is amended, so that, as amended, such definition shall read as follows:

"Other Representatives": each of Banc of America Securities LLC, in its capacity as a Book Manager and an Arranger of the Commitments hereunder, Deutsche Bank Securities Inc., in its respective capacities as a Book Manager and an Arranger of the Commitments hereunder and as Syndication Agent, Goldman Sachs Credit Partners L.P., in its capacities as a Book Manager, and Arranger and a Co-Documentation Agent, J.P. Morgan Securities, Inc., as a Book Manager and an Arranger of the Commitments hereunder, JPMorgan Chase Bank, N.A. in its capacity as a Co-Documentation Agent, Morgan Stanley Senior Funding, Inc., in its

capacity as a Co-Documentation Agent and each L/C Issuer, in its capacity as such.

(p) The following definition of "Permitted Cure Security" is inserted in Subsection 1.1 in the appropriate alphabetical position therein:

"Permitted Cure Security": an equity security of Holding having no mandatory redemption, repurchase or similar requirements prior to 181 days after the latest maturity date for any of the Loans (or other equity with terms reasonably acceptable to the Administrative Agent to the extent material to the interests of the Lenders), and upon which all dividends or distributions (if any) shall be payable solely in additional shares of such equity security.

(q) The definition of "Pricing Grid" is amended by deleting the last sentence in its entirety and inserting the following in lieu thereof:

Subject to subsection 4.4(c), each determination of the Consolidated Leverage Ratio pursuant to the Pricing Grids shall be made in a manner consistent with the determination thereof made on the certificate delivered pursuant to subsection 7.2(b).

(r) The definition of "Pro Forma Compliance" is amended by:

(i) deleting "the Financial Covenants (regardless of whether any Revolving Credit Commitment is then outstanding)" in the second and third line and inserting "the financial covenants set forth in subsection 8.18" in lieu thereof; and

(ii) deleting each other instance of "Financial Covenants" or "Financial Covenant" and inserting "covenants" or "covenant", respectively, in lieu thereof.

(s) The definition of "Reinvested Amount" is amended by:

(i) deleting "$150,000,000" in the fourth line and inserting "$300,000,000" in lieu thereof;

(ii) deleting "and" before subclause (b) of the proviso and inserting ";" in lieu thereof; and

(iii) inserting the following at the end of such definition before the period:

and (c) in no event shall any portion of any Net Cash Proceeds constituting DOJ Required Sale Proceeds be eligible to be "Reinvested Amounts" and any such Net Cash Proceeds shall be used to prepay the Term Loans pursuant to subsection 4.2(b)

(t) The definition of "Subsidiary" is amended by deleting "subsection 8.1" therefrom and inserting "subsection 8.18" in lieu thereof.

(u) The following definition of "2008 Incremental Term Loans" is inserted in Subsection 1.1 in the appropriate alphabetical position therein:

"2008 Incremental Term Loans": the Incremental Term Loans made on the Amendment No. 2 Effectiveness Date.

(v) Subsection 3.1(a)(i) is amended by adding the following at the end of such subsection:

All JPMorgan Letters of Credit shall be deemed to have been issued pursuant hereto, and from and after the Amendment No. 2 Effectiveness Date shall be subject to and governed by the terms and conditions hereof.

(w) Subsection 3.1(h) is amended by adding the following after "issued" in the second line thereof:

(including any such agreement applicable to a JPMorgan Letter of Credit)

(x) Subsection 4.2(b)(y) is amended by deleting "as in effect on the Closing Date" therefrom.

(y) Subsection 4.2(g) is amended by deleting "optional prepayment or" from the second line thereof.

(z) Subsection 4.4 is amended by adding a new subsection (c) that reads as follows:

(c) Notwithstanding any other provision of this Agreement to the contrary, if, as a result of any restatement of or other adjustment to the financial statements of Holding or for any other reason, the Borrower. Holding or the Lenders determine that (i) the Consolidated Leverage Ratio as calculated by the Borrower or Holding as of any applicable date was inaccurate and (ii) a proper calculation of the Consolidated Leverage Ratio would have resulted in higher pricing for such period, the Borrower shall immediately and retroactively be obligated to pay to the Administrative Agent for the account of the applicable Lenders or the L/C Issuer, as the case may be, promptly on demand by the Administrative Agent (or, after the occurrence of an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code of the United States, automatically and without further action by the Administrative Agent, any Lender or the L/C Issuer), an amount equal to the excess of the amount of interest and fees that should have been paid for such period over the amount of interest and fees actually paid for such period. This subsection 4.4(c) shall not limit the rights the Administrative Agent, any Lender or the L/C Issuer, as the case may be, otherwise available hereunder. The Borrower's obligations under this subsection 4.4(c) shall survive the

termination of the Aggregate Commitments and the repayment of all other Obligations hereunder.

(aa) Clause (ii) of Subsection 7.2(b) is amended, so that, as amended, such clause shall read as follows:

(ii) setting forth the calculations required to determine (x) compliance with all covenants set forth in subsection 8.18 and (y) the Consolidated Leverage Ratio relating to the end of the fiscal quarter immediately preceding the applicable Adjustment Date.

(bb) Subsection 8.1 is amended, so that, as amended, such subsection shall read as follows:

8.1 [Intentionally Omitted.]

(cc) Subsection 8.6(i) is amended so that, as amended, such subsection shall read as follows:

(i) (x) any Asset Sale contemplated on Schedule 8.6(i), or (y) any other Asset Sales by the Borrower or any of its Subsidiaries, provided that in the case of any such Asset Sale under this clause (y), (1) with respect to any Asset Sale (or group of related Asset Sales) having a purchase price in excess of $5,000,000 on an individual basis or in excess of $25,000,000 when taken together with the purchase price of all other prior Asset Sales (or group of related Asset Sales) pursuant to this clause (y) with purchase prices in excess of $500,000 but not in excess of $5,000,000, the Person making such Asset Sale shall receive not less than 75% of such consideration in the form of cash or Cash Equivalents; provided that (A) for the purposes of this subclause (1), any securities received by a Person making an Asset Sale from the applicable purchaser that are converted into cash within 180 days following the closing of the applicable Asset Sale shall be deemed to be cash to the extent of the cash received that is applied to prepay Loans or reinvested in accordance with subsection 4.2(b)(ii) and (B) any liabilities (as shown or included on the Borrower's or such Subsidiary's most recent balance sheet provided hereunder (or in the footnotes thereto) of the Borrower or such Subsidiary) with respect to Indebtedness secured by a first-priority Lien on the assets subject to such Asset Sale (including, without limitation, any Financing Lease) that are assumed by the transferee with respect to the applicable Asset Sale and for which the Borrower and/or any applicable Subsidiaries obligated thereunder shall have been validly released by all applicable creditors in writing shall be deemed to be cash; and (2) the Net Cash Proceeds of such Asset Sale less the Reinvested Amount is applied in accordance with subsection 4.2(b)(ii).

(dd) Subsection 8.11 is amended so that, as amended, such subsection shall read as follows:

8.11 Limitation on Sale and Leaseback Transactions. Enter into any arrangement with any Person providing for the leasing by the Borrower or any of its Subsidiaries of real or personal property which has been or is to be sold or transferred by the Borrower or any such Subsidiary to such Person or to any other Person to whom funds have been or are to be advanced by such Person on the security of such property or rental obligations of the Borrower or such Subsidiary (any of such arrangements, a "Sale and Leaseback Transaction"), except for Sale and Leaseback Transactions permitted by Subsection 8.6(i) so long as an amount equal to 100% of the Net Cash Proceeds of such Sale and Leaseback Transaction is applied in accordance with subsection 4.2(b)(iv).

(ee) The following Subsection 8.18 is hereby added at the end of Section 8:

8.18 Consolidated Secured Leverage Ratio. Permit the Consolidated Secured Leverage Ratio as at the last day of any Test Period ending with any fiscal quarter set forth below to exceed the ratio set forth below opposite such fiscal quarter:

Fiscal Quarter	Consolidated Secured Leverage Ratio
January 1, 2008 — September 30, 2008	5.25 to 1.00
October 1, 2008 — September 30, 2009	5.00 to 1.00
October 1, 2009 and thereafter	4.75 to 1.00

(ff) Subsection 9(c) is deleted in its entirety and the following is inserted in lieu thereof:

(c) Any Loan Party shall default in the observance or performance of any agreement contained in subsection 7.7(a) or Section 8 of this Agreement; provided that, in the case of a default in the observance or performance of its obligations under subsection 7.7(a) hereof, such default shall have continued unremedied for a period of two days after a Responsible Officer of the Borrower shall have discovered or should have discovered such default; or

(gg) The paragraph following Subsection 9(m) is deleted in its entirety and the following is inserted in lieu thereof:

then, and in any such event, (A) if such event is an Event of Default specified in clause (i) or (ii) of paragraph (f) above with respect to the Borrower, automatically the Revolving Credit Commitments and the Term

Commitments, if any, shall immediately terminate and the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement (including, without limitation, all amounts of L/C-BA Obligations, whether or not the beneficiaries of the then outstanding Letters of Credit shall have presented the documents required thereunder) shall immediately become due and payable, and (B) if such event is any other Event of Default, either or both of the following actions may be taken: (i) with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders the Administrative Agent shall, by notice to the Borrower, declare the Revolving Credit Commitments and the Term Commitments to be terminated forthwith, whereupon the Revolving Credit Commitments and the Term Commitments, if any, shall immediately terminate; and (ii) with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower, declare the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement (including, without limitation, all amounts of L/C-BA Obligations, whether or not the beneficiaries of the then outstanding Letters of Credit or Bankers' Acceptances shall have presented the documents required thereunder) to be due and payable forthwith, whereupon the same shall immediately become due and payable.

(hh) Section 9 is amended by adding the following at the end of such Section:

Notwithstanding anything to the contrary contained in this Section 9, in the event that the Borrower fails to comply with the requirements of subsection 8.18, on and after the Amendment No. 2 Effectiveness Date and until the expiration of the 10th day subsequent to the date the financial statements, for the period with respect to which the Borrower elects to exercise its Cure Right (as defined below) in accordance herewith, are required to be delivered by the Borrower pursuant to Subsection 7.1, the Borrower shall have the right to request that Holding issue Permitted Cure Securities for cash or otherwise receive cash contributions to the capital of Holding and upon contribution by Holding of such cash (the "Cure Amount") to the Borrower (collectively, such issuance and contribution referred to as the "Cure Right") pursuant to the exercise by the Borrower of such Cure Right, at the request of the Borrower the Consolidated Secured Leverage Ratio for purposes of determining compliance with subsection 8.18 shall be recalculated giving effect to the following *pro forma* adjustments:

(i) Adjusted EBITDA shall be increased, solely for the purpose of measuring the Consolidated Secured Leverage Ratio and not for any other purpose under this Agreement, by an amount equal to the Cure Amount; and

(ii) if, after giving effect to the foregoing recalculations, the Borrower shall then be in compliance with the requirements of subsection 8.18, the Borrower shall be deemed to have satisfied the requirements of subsection 8.18 as of the relevant date of determination with the same effect as though there had been no failure to comply therewith at such date, and the applicable breach or default of subsection 8.18 that had occurred shall be deemed cured for this purposes of this Agreement.

Notwithstanding anything herein to the contrary, (a) in each four-fiscal-quarter period there shall be at least one fiscal quarter in which the Cure Right is not exercised, (b) the Cure Amount shall be no greater than the amount required for purposes of complying with subsection 8.18 and (c) all Cure Amounts shall be disregarded for purposes of determining any baskets and Pro Forma Compliance with respect to the covenants contained in the Loan Documents.

(ii) Subsection 11.16 is amended by adding "or on or prior to the Amendment No. 2 Effectiveness Date" after "the Closing Date" on the second line thereof.

2. Effectiveness; Conditions Precedent. This Amendment and the amendments to the Credit Agreement herein provided shall become effective upon satisfaction of the following conditions precedent (the date of satisfaction thereof, the "***Amendment Effectiveness Date***"):

(a) Documents. The Administrative Agent shall have received each of the following:

(i) counterparts of this Amendment, duly executed by Holding, the Borrower, the Administrative Agent, each Subsidiary Guarantor, the Required Lenders and the Required Revolving Lenders, as applicable;

(ii) each of the Assumption Agreements, in the form attached to the Guarantee and Collateral Agreement, executed and delivered by a duly authorized officer of each Person becoming a Subsidiary of the Borrower on the Amendment Effectiveness Date (other than a Foreign Subsidiary, a Subsidiary of a Foreign Subsidiary, or a Receivables Subsidiary) (collectively the "***Joining Guarantors***") and an Acknowledgement and Consent in the form attached to the Guarantee and Collateral Agreement, executed and delivered by each Issuer (as defined therein), if any, that is not a Joining Guarantor; and

(iii) Revolving Credit Notes and Term Notes executed by the Borrower in favor of each Lender requesting a Revolving Credit Note or the Term Notes, as applicable.

(b) Termination of Altivity Credit Facilities and Letters of Credit The Administrative Agent shall receive, substantially concurrently with the satisfaction of the other conditions precedent set forth in this Section 2, evidence reasonably satisfactory to it that (A) the first and second lien credit agreements, each dated as of June 30, 2006 (each as amended, supplemented or otherwise modified from time to time prior to the Amendment Effectiveness Date, the "***Altivity Credit Facilities***") among Bluegrass Container Holdings LLC, Altivity

Packaging, LLC, JPMorgan Chase Bank, N.A., as administrative agent under the first lien credit agreement, Lehman Commercial Paper Inc., as administrative agent under the second lien credit agreement, the lenders from time to time party to each such agreement, and the other persons party to each such agreement shall be simultaneously terminated, (B) all amounts thereunder shall be simultaneously paid in full, (C) all letters of credit in connection with the Altivity Credit Facilities shall be incorporated as Letters of Credit deemed issued under the Credit Agreement and the Administrative Agent shall have received reasonably satisfactory information with respect thereto and (D) arrangements reasonably satisfactory to the Administrative Agent shall have been made for the termination of Liens and security interests granted in connection therewith.

(c) Solvency Certificate. The Administrative Agent shall have received a solvency certificate from an authorized financial officer of Holding and the Borrower, certifying that after giving effect to the transactions to occur on the date hereof (including without limitation the entering into by the respective Loan Parties of this Amendment, the Assumption Agreements and the other Loan Documents on the date hereof, the Altivity Transactions and the incurrence of Indebtedness under the Loan Documents on the date hereof), Holding, the Borrower and their respective Subsidiaries, measured on a consolidated basis, are Solvent.

(d) Financial Information. The Lenders that are signatories hereto shall have received copies of (x) pro forma consolidated balance sheet and related pro forma consolidated statement of income of the Borrower as of and for the twelve-month period ending on the last day of the most recently completed four-fiscal quarter period ended at least 45 days prior to the Amendment Effectiveness Date, prepared after giving effect to the Altivity Transactions as if the Altivity Transactions had occurred as of such date (in the case of such balance sheet) or at the beginning of such period (in the case of such other financial statements)(it being understood that the proforma consolidated statements ending December 31, 2007 and any future pro forma statements shall incorporate a valuation of assets acquired pursuant to the Altivity Transactions performed as of September 30, 2007) and (y) audited consolidated balance sheets and related statements of income, stockholders' equity and cash flows of Bluegrass Container Holdings LLC for the most recently completed fiscal year ended December 31, 2006 (and, to the extent the Amendment Effectiveness Date occurs on or after March 31, 2008, the fiscal year ended December 31, 2007) and (z) unaudited consolidated balance sheets and related statements of income, stockholders' equity and cash flows of Bluegrass Container Holdings LLC for each subsequent fiscal quarter after December 31, 2006 ended at least 45 days before the Amendment Effectiveness Date.

(e) Merger Certificates. The Administrative Agent shall have received (x) a certificate of a Responsible Officer of Holding and the Borrower attaching a true, correct and complete copy of the Merger Agreement, together with all schedules and exhibits thereto, and certifying as to the consummation of the transaction described therein without giving effect to any modifications, amendments or waivers thereto that are material and adverse to the Lenders (as reasonably determined by the Administrative Agent), without the prior consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed); it being further agreed that any modification, amendment or waiver of the representation and warranty set forth in Section 3.1(f)(ii) of the Merger Agreement, including any of the definitions referred to in such

section, shall be deemed to be material and adverse to the Lenders and (y) a copy of the Certificate of Merger filed pursuant to Section 1.2(a) of the Merger Agreement.

(f) Lien Searches. The Administrative Agent shall have received the results of a recent search by a Person reasonably satisfactory to the Administrative Agent, of the Uniform Commercial Code and tax lien filings which have been filed with respect to personal property of Persons that are becoming Subsidiaries of the Borrower pursuant to the Altivity Transaction in any of the jurisdictions set forth in Schedule 3.

(g) Legal Opinions. The Administrative Agent shall have received the following executed legal opinions:

(i) the executed legal opinion of Alston & Bird, LLP, special New York counsel to each of Holding, the Borrower and the other Loan Parties, substantially in the form of Exhibit A-1;

(ii) the executed legal opinion of Stephen A. Hellrung, counsel to each of Holding, the Borrower and certain other Loan Parties, substantially in the form of Exhibit A-2;

(iii) the executed legal opinion of Friday, Eldredge & Clark, LLP, special Arkansas counsel to certain Loan Parties, substantially in the form of Exhibit A-3;

(iv) the executed legal opinion of Fairfield & Woods, P.C., special Colorado counsel to certain Loan Parties, substantially in the form of Exhibit A-4; and

(v) the executed legal opinion of Mandell Menkes LLC, special Illinois counsel to certain Loan Parties, substantially in the form of Exhibit A-5.

(h) Closing Certificate. The Administrative Agent shall have received a certificate from each Loan Party, dated the Amendment Effectiveness Date, substantially in the form of Exhibit B hereto, with appropriate insertions and attachments.

(i) Financing Statements; Intellectual Property Filings. The Administrative Agent shall have received (i) evidence in form and substance reasonably satisfactory to it that financing statements on Form UCC-1 in each jurisdiction set forth on Schedule 3 hereto shall have been filed or shall be ready to be filed promptly following the Amendment Effectiveness Date, and (ii) duly executed Notices of Security Interests in proper form for filing with the United States Patent and Trademark Office and the United States Copyright Office, applicable, necessary or, in the reasonable opinion of the Administrative Agent, advisable to perfect the Liens created by the Security Documents in registered patents, trademarks, copyrights and applications therefor.

(j) Pledged Stock; Stock Powers. The Administrative Agent shall have received the certificates, if any, representing the Pledged Stock in which such Joining Guarantors have rights under (and as defined in) the Guarantee and Collateral Agreement, together with an undated

stock power for each such certificate executed in blank by a duly authorized officer of the pledgor thereof.

(k) Fees. The Administrative Agent and the Lenders shall have received all fees and expenses required to be paid or delivered by the Borrower to them on or prior to the Amendment Effectiveness Date.

(l) Loan Notice. The Administrative Agent shall have received a Loan Notice of the Borrower, dated on or before the Amendment Effectiveness Date, with appropriate insertions and attachments, executed by a Responsible Officer of the Borrower.

(m) Corporate Proceedings of the Loan Parties. The Administrative Agent shall have received a copy of the resolutions, in form and substance reasonably satisfactory to the Administrative Agent, of the board of directors or comparable body of each Holdings, the Borrower and the Joining Guarantors authorizing, as applicable, (i) the execution, delivery and performance of this Amendment, any Notes and the other Loan Documents to be executed by such Loan Party in connection with this Amendment, (ii) the Credit Extensions to such Loan Party (if any) to occur on the Amendment Effectiveness Date and (iii) the granting by such Loan Parties of the Liens to be created pursuant to the Security Documents, certified by the Secretary or an Assistant Secretary (or other individual providing similar duties) of such Loan Party as of the Amendment Effectiveness Date, which certificate shall be in form and substance reasonably satisfactory to the Administrative Agent and shall state that the resolutions thereby certified have not been amended, modified (except as any later such resolution may modify any earlier such resolution), revoked or rescinded and are in full force and effect.

(n) Incumbency Certificates of the Loan Parties. The Administrative Agent shall have received a certificate of each of Holdings, the Borrower and the Joining Guarantors, dated the Amendment Effectiveness Date, as to the incumbency and signature of the officers or other individuals executing any Loan Documents on behalf of such Loan Party executing any Loan Document, reasonably satisfactory in form and substance to the Administrative Agent, executed by a Responsible Officer and the Secretary or any Assistant Secretary (or other individual providing similar duties) of such Loan Party.

(o) Governing Documents. The Administrative Agent shall have received copies of the certificate or articles of incorporation and by-laws (or other similar governing documents serving the same purpose) of each of Holdings, the Borrower and the Joining Guarantors, certified as of the Amendment Effectiveness Date as complete and correct copies thereof by the Secretary or an Assistant Secretary (or other individual providing similar duties) of such Loan Party, or (with respect to any such Loan Party which delivered such governing documents on the Closing Date) a certificate from each applicable Loan Party certifying as to the absence of any amendment or change to such governing documents since the Closing Date.

(p) Good Standing Certificates. The Administrative Agent shall have received certificates issued as of a recent date by the Secretaries of State or comparable official of the jurisdiction of formation of each of Holdings, the Borrower and the Joining Guarantors as to the due existence and good standing of such Person.

(q) Insurance. The Administrative Agent shall have received evidence in form and substance reasonably satisfactory to it that all of the requirements of subsection 7.5 of the Credit Agreement and subsection 5.2.2 of the Guarantee and Collateral Agreement shall have been satisfied.

(r) Amendment No. 1. The Administrative Agent shall have received a copy of the effective Amendment No.1 to the Credit Agreement dated as of the date hereof duly executed by the Borrower, Holding, the Subsidiary Guarantors, the Lenders party thereto.

(s) Fees and Expenses. All of the fees and expenses payable on the Closing Date under (and as defined in) the Amended and Restated Commitment Letter dated January 12, 2008 by and among Holding and the Initial Lenders and Joint Bookrunners named therein and that certain Amended and Restated Fee Letter dated January 12, 2008 by and among Holding and the Initial Lenders and Joint Bookrunners named therein (collectively, the "***Commitment Documents***") shall have been paid in full (without prejudice to final settling of accounts for such fees and expenses).

3. Consent of the Guarantors. Each Guarantor hereby consents, acknowledges and agrees to the amendments set forth herein and hereby confirms and ratifies in all respects the Guarantee and Collateral Agreement (including without limitation the continuation of such Guarantor's payment and performance obligations thereunder upon and after the effectiveness of this Amendment and the amendments contemplated hereby) and the enforceability of the Guarantee and Collateral Agreement against such Guarantor in accordance with its terms.

4. Representations and Warranties. In order to induce the Administrative Agent and the Lenders to enter into this Amendment, each Loan Party represents and warrants to the Administrative Agent and the Lenders as follows:

(a) The representations and warranties made by each Loan Party in Subsection 5 of the Credit Agreement and in each of the other Loan Documents to which such Loan Party is a party or which are contained in any certificate furnished by or on behalf of such Loan Party pursuant to any of the Loan Documents to which it is a party are true and correct in all material respects on and as of the date hereof, with the same effect as if made on the date hereof, except for representations and warranties expressly stated to relate to an earlier date in which case such representations and warranties are true and correct in all material respects as of such earlier date.

(b) To the Borrower's knowledge, (i) the real estate set forth on Part II of Schedule 2 hereto includes all real properties owned in fee by the Joining Guarantors as of the Amendment Effectiveness Date where the fair market value of the land and improvements thereon exceeds $3,000,000 and (ii) the leased real estate set forth on Part III of Schedule 2 constitute all of the real properties leased by the Joining Guarantors as of the Amendment Effectiveness Date that have inventory located thereon having a fair market value in excess of $1,000,000.

(c) The Persons appearing as Subsidiary Guarantors on the signature pages to this Amendment constitute all Persons who are required to be Subsidiary Guarantors pursuant to the terms of the Credit Agreement and the other Loan Documents, including without limitation all Persons who became Subsidiaries or were otherwise required to become Subsidiary Guarantors

after the Closing Date, and each of such Persons has become and remains a party to the Guarantee and Collateral Agreement as a "Guarantor".

(d) This Amendment has been duly authorized, executed and delivered by Holding, the Borrower and the Subsidiary Guarantors party hereto and constitutes a legal, valid and binding obligation of such parties, except as may be limited by general principles of equity or by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally.

(e) No Default or Event of Default has occurred and is continuing.

5. Entire Agreement. This Amendment, together with all the Loan Documents and the provisions of the Commitment Documents that survive the Closing Date (collectively, the "***Relevant Documents***"), sets forth the entire understanding and agreement of the parties hereto in relation to the subject matter hereof and supersedes any prior negotiations and agreements among the parties relating to such subject matter. No promise, condition, representation or warranty, express or implied, not set forth in the Relevant Documents shall bind any party hereto, and no such party has relied on any such promise, condition, representation or warranty. Each of the parties hereto acknowledges that, except as otherwise expressly stated in the Relevant Documents, no representations, warranties or commitments, express or implied, have been made by any party to the other in relation to the subject matter hereof or thereof. None of the terms or conditions of this Amendment may be changed, modified, waived or canceled orally or otherwise, except in writing and in accordance with Subsection 11.1 of the Credit Agreement.

6. Full Force and Effect of Agreement. Except as hereby specifically amended, modified or supplemented, the Credit Agreement and all other Loan Documents are hereby confirmed and ratified in all respects and shall be and remain in full force and effect according to their respective terms.

7. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment by telecopy or electronic delivery (including by .pdf) shall be effective as delivery of a manually executed counterpart of this Amendment.

8. Governing Law. This Amendment shall in all respects be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed and to be performed entirely within such State, and shall be further subject to the provisions of Subsection 11.15 of the Credit Agreement.

9. Enforceability. Should any one or more of the provisions of this Amendment be determined to be illegal or unenforceable as to one or more of the parties hereto, all other provisions nevertheless shall remain effective and binding on the parties hereto.

10. References. All references in any of the Loan Documents to the "Credit Agreement" shall mean the Credit Agreement, as amended hereby and as further amended, supplemented or otherwise modified from time to time, and all references in the Credit

Agreement to the "Loan Documents" shall include this Amendment (including, without limitation, the provisions of Section 12 hereof).

11. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the Borrower, Holding, the Administrative Agent, each of the Subsidiary Guarantors and the Lenders, and their respective successors, legal representatives, and assignees to the extent such assignees are permitted assignees as provided in Subsection 11.6 of the Credit Agreement.

12. Real Estate Collateral; Related Deliveries; Intellectual Property Searches.

(a) The Borrower shall, and shall cause its Subsidiaries (including, without limitation, the Joining Guarantors) to cause to be delivered to the Administrative Agent those items listed below as soon as practicable and in any event within the applicable time period(s) set forth below or such longer period as the Administrative Agent shall otherwise agree.

(i) On or before the date that is 90 calendar days after the Amendment Effectiveness Date, an amended and restated mortgage, deed to secure debt or deed of trust with respect to each of the Mortgages entered into on the Closing Date (the "***Amended Mortgages***"), set forth in Part I of Schedule 2 attached hereto and a fee mortgage, deed to secure debt or deed of trust with respect to each property set forth in Part II of Schedule 2 attached hereto, but excluding the two properties owned by Joining Guarantors located at 3389 Powers Avenue in Jacksonville, Florida and 101 Stone Boulevard in Cantonment, Florida, respectively, and including a mortgage with respect to the property owned by a Joining Guarantor located at 1525 S. Second Street in Pekin, Illinois (subject to such express exclusions and inclusion, collectively, the "***New Altivity Mortgages***"), and a new deed of trust with respect to the property owned by Borrower located at 3400 N. Marine Drive, Portland, Oregon (such deed of trust, together with the New Altivity Mortgages, collectively, the "***New Mortgages***"), in each case executed and delivered by a duly authorized officer of the Loan Party signatory thereto and substantially in the form attached hereto as Exhibit C attached hereto, in each case together with (A) the executed legal opinions of special local counsel in the jurisdictions set forth in Schedule 4 with respect to collateral security matters in connection with the Insured New Mortgages (as defined below), each in form and substance reasonably satisfactory to the Administrative Agent, and (B) with respect to any of the Mortgaged Properties located in an area identified by the Secretary of Housing and Urban Development as having special flood hazards if the Administrative Agent shall have delivered notice(s) to the relevant Loan Party as required pursuant to Section 208.8(e)(3) of Regulation H of the Board, such Loan Party shall have delivered an acknowledgement to the Administrative Agent; provided, that the failure to deliver the New Altivity Mortgage with respect to that certain property located at 6385 Cochran Road in Solon, Ohio with a legal description that conforms to the survey approved by the Administrative Agent shall not constitute an Event of Default hereunder so long as the Borrower continues to make diligent commercially reasonable efforts as may be necessary to have the such legal description approved by the Cuyahoga County Engineer or other appropriate official of Cuyahoga County or City of Solon, Ohio so that such mortgage can be recorded with such legal description.

(ii) On or before the date that is 90 calendar days after the Amendment Effectiveness Date, (A) an irrevocable written commitment to issue a mortgagee's title policy (or policies) to the Administrative Agent in connection with each of the New Mortgages for the properties set forth on Schedule 1 attached hereto (the "***Insured New Mortgages***") in the form of the pro forma mortgage loan title insurance policies described in Part II of Schedule 1 attached hereto, and (B) in respect of each of the Amended Mortgages, an irrevocable written commitment to issue a date down endorsement to the mortgagee's title policy issued to the Administrative Agent in connection with the Mortgages, revising the effective date of such policies through the date of recording of the Amended Mortgages and amending such policies to insure the Amended Mortgages with no further encumbrances except those permitted by subsection 8.3 of the Credit Agreement and as may otherwise be approved by the Administrative Agent, such approval not to be unreasonably withheld. Each such policy for the Insured New Mortgages shall (1) be in the amount set forth with respect to such policy in Part I of Schedule 1 attached hereto; (2) insure that the New Mortgage insured thereby creates a valid first Lien on the Mortgaged Property encumbered thereby free and clear of all defects and encumbrances, except those permitted by subsection 8.3 of the Credit Agreement and as may otherwise be approved by the Administrative Agent, such approval not to be unreasonably withheld; (3) name the Administrative Agent for the benefit of the Lenders as the insured thereunder; (4) be in the form of an ALTA Loan Policy; (5) contain such endorsements and affirmative coverage as were contained in the pro forma mortgage loan title insurance policies set forth in Part II of Schedule 1, *provided, however,* that in no event shall the Borrower be obligated to provide affirmative endorsements for "creditors rights" coverage if the applicable title insurance company declines to provide such coverage; and (6) be issued by the title insurance companies identified in the pro forma mortgage loan title insurance policies set forth in Part II of Schedule I, or such other title insurance companies approved by Administrative Agent, such approval not to be unreasonably withheld, and with re-insurance as previously delivered to the Administrative Agent. On or before the date such commitments and policies are required to be delivered, the Borrower shall deliver to the Administrative Agent (I) evidence reasonably satisfactory to it that all premiums in respect of each such policy or date down endorsement, and all charges for mortgage recording tax, if any, have been paid; and (II) a copy of all recorded documents referred to, or listed as exceptions to title in, the pro forma title policies or date down endorsements referred to in this subsection and a copy, certified by such parties as the Administrative Agent may deem reasonably appropriate, of all other documents affecting the property covered by each Insured New Mortgage as shall have been reasonably requested by the Administrative Agent, to the extent such copies are available to be obtained by a Loan Party with its use of commercially reasonable efforts.

(b) The Borrower shall, and/or shall cause its Subsidiaries (including, without limitation, the Joining Guarantors) to use its commercially reasonable efforts to cause to be delivered to the Administrative Agent on or before the date that is 90 calendar days after the Amendment Effectiveness Date a consent and waiver of lien, substantially in the form of Exhibit D or such other form as may be reasonably satisfactory to the Administrative Agent, from the lessor of the premises leased by any Joining Guarantor located at each address set forth on Part III of Schedule 2, as well as those premises leased by Joining Guarantors and located at 2250

Zanker Road in San Jose, California, the so-called "West Chicago Warehouse" in Chicago, Illinois, 115 Koomler in LaPorte, Indiana and 1006 Norwalk Street in Greensboro, North Carolina; provided, that the obligation to use commercially reasonable efforts to obtain the items in this Section 12(b) shall in any event expire on the date 120 calendar days after the Amendment Effectiveness Date.

(c) If at any time a Responsible Officer of the Borrower knows that the substance of the representation set forth in Section 4(b)(i) (i.e., as such representation would have read in the absence of the qualification as to Borrower's knowledge) was inaccurate as of the Amendment Effectiveness Date with respect to any real property then owned in fee simple by a Joining Guarantor, the Borrower shall cause such Joining Guarantor to deliver to the Administrative Agent as soon as practicable, and in any event within 90 calendar days after the date such Responsible Officer of the Borrower has such knowledge, or such longer period as may otherwise be approved by the Administrative Agent, such approval not to be unreasonably withheld, a mortgage covering such real property substantially in the form attached hereto as Exhibit C attached hereto, as well as such title insurance policies and other documents as the Administrative Agent shall reasonably request in connection with the grant of such interest (in light of the value of such real property and the cost and availability of such title insurance policies and other documents, whether the delivery of such title insurance and other documents would be customary in connection with such grant of such interest in similar circumstances, and whether similar deliveries were required pursuant to Section 12(a)(i) and (ii) of this Amendment); provided, that under no such circumstances shall any such mortgage or other documents be required with respect to the two real properties owned by Joining Guarantors located at 3389 Powers Avenue in Jacksonville, Florida and 101 Stone Boulevard in Cantonment, Florida, respectively, it being acknowledged that the fair market value of each such real property, to the Borrower's knowledge, exceeds $3,000,000, but that the Administrative Agent and the Borrower have expressly agreed to exclude such real properties from the collateral pool; and further provided that no such other documents shall be required to the extent the fair market value of such real property is equal to or less than $5,000,000. In addition, if at any time a Responsible Officer of the Borrower knows that the substance of the representation set forth in Section 4(b)(ii) (i.e., as such representation would have read in the absence of the qualification as to Borrower's knowledge) was inaccurate as of the Amendment Effectiveness Date with respect to any location then leased or otherwise occupied by a Joining Guarantor, the Borrower shall use its commercially reasonable efforts to cause to be delivered to the Administrative Agent, as soon as practicable and in any event within 90 calendar days after the date such Responsible Officer of the Borrower has such knowledge, a consent and waiver of lien, as described in Section 12(b), as to such location; provided, that the obligation to use commercially reasonable efforts to obtain the items in this sentence shall in any event expire on the date 120 calendar days after becoming aware of such material inventory location.

(d) The failure of the Borrower to perform its obligations under this Section 12 by the date(s) required as set forth above shall constitute a default hereunder and a Default under clause (d) of Section 9 of the Credit Agreement, and, without limiting the foregoing, all rights, powers, remedies and restrictions, including restrictions on extensions of credit, under the Loan Documents resulting from a Default shall be applicable.

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

BORROWER:

GRAPHIC PACKAGING INTERNATIONAL, INC., as Borrower

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

HOLDING:

GRAPHIC PACKAGING CORPORATION, as Holding

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

SUBSIDIARY GUARANTORS:

SLEVIN SOUTH COMPANY

By: /s/ Stephen A. Hellrung
Name: Stephen A. Hellrung
Title: Senior Vice President, General Counsel and Secretary

GOLDEN TECHNOLOGIES COMPANY, INC.

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

GOLDEN EQUITIES, INC.

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

LAUENER ENGINEERING LIMITED

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

ALTIVITY PACKAGING, LLC

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

BATTLE CREEK PROPERTIES, LLC

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

BLUEGRASS CONTAINER CANADA HOLDINGS, LLC

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

BLUEGRASS CONTAINER HOLDINGS, LLC

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

BLUEGRASS FLEXIBLE PACKAGING COMPANY, LLC

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

BLUEGRASS FOLDING CARTON COMPANY, LLC

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

BLUEGRASS LABELS COMPANY, LLC

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

BLUEGRASS MILLS HOLDINGS COMPANY, LLC

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

BLUEGRASS MULTIWALL BAG COMPANY, LLC

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

BLUEGRASS SLC CORP.

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

FCC REAL ESTATE, LLC

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

FHI PROPERTIES, LLC

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

FIELD CONTAINER COMPANY L.P.

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

FIELD CONTAINER MANAGEMENT COMPANY, LLC

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

FIELD CONTAINER MANAGEMENT, LLC

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

FIELD CONTAINER QUERETARO (USA), L.L.C.

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

HANDSCHY HOLDINGS, LLC

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

HANDSCHY INDUSTRIES, LLC

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

MARION PROPERTIES, LLC

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

MCP MANAGEMENT, LLC

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

MICHIGAN PAPERBOARD, LP

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

PEKIN PAPERBOARD COMPANY, L.P.

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

PEKIN PAPERBOARD MANAGEMENT, LLC

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

PEKIN PROPERTIES, LLC

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

RIVERDALE INDUSTRIES, LLC

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

TUSCALOOSA PROPERTIES, LLC

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

WEST MONROE PROPERTIES, LLC

By: /s/ Daniel J. Blount
Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A., as Administrative Agent

By: /s/ Anne M. Zeschke
Name: Anne M. Zeschke
Title: Assistant Vice President

<u>LENDERS</u>:

BANK OF AMERICA, N.A., as a Lender, Swing Line Lender, L/C Issuer and Alternative Currency Funding Fronting Lender

By: /s/ Shawn Janko
Name: Shawn Janko
Title: Senior Vice President

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JPMORGAN CHASE BANK, N.A.

By: /s/ Peter S. Predun
Name: Peter S. Predun
Title: Executive Director

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GOLDMAN SACHS CREDIT PARTNERS L.P.

By: /s/ Walt Jackson
Name: Walt Jackson
Title: Authorized Signatory

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Amendment No. 2 to Credit Agreement
Signature Page

LASALLE BANK NATIONAL ASSOCIATION

By: /s/ James J. Hess
Name: James J. Hess
Title: Senior Vice President

Graphic Packaging International, Inc.
Amendment No. 2 to Credit Agreement
Signature Page

BALLANTYNE FUNDING LLC

By: */s/* Michael Roof
Name: Michael Roof
Title: Vice President

FAIRWAY LOAN FUNDING COMPANY
By: Pacific Investment Management Company LLC, as its Investment Advisor

By: */s/* Arthur Y.D. Ong
Arthur Y.D. Ong
Senior Vice President

LOAN FUNDING III LLC
By: Pacific Investment Management Company LLC, as its Investment Advisor

By: */s/* Arthur Y.D. Ong
Arthur Y.D. Ong
Senior Vice President

MAYPORT CLO LTD.
By: Pacific Investment Management Company LLC, as its Investment Advisor

By: */s/* Arthur Y.D. Ong
Arthur Y.D. Ong
Senior Vice President

PIMCO Floating Rate Strategy Fund

By: Pacific Investment Management Company LLC, as its Investment Advisor, acting through Investors Fiduciary Trust Company in the Nominee Name of IFTCO

By: */s/* Arthur Y.D. Ong
Arthur Y.D. Ong
Senior Vice President

PIMCO FLOATING RATE INCOME FUND

By: Pacific Investment Management Company LLC, as its Investment Advisor, acting through Investors Fiduciary Trust Company in the Nominee Name of IFTCO

By: */s/* Arthur Y.D. Ong
Arthur Y.D. Ong
Senior Vice President

PORTOLA CLO, LTD.

By: Pacific Investment Management Company LLC, as its Investment Advisor

By: */s/* Arthur Y.D. Ong
Arthur Y.D. Ong
Senior Vice President

SOUTHPORT CLO, LIMITED

By: Pacific Investment Management Company LLC, as its Investment Advisor

By: */s/* Arthur Y.D. Ong
Arthur Y.D. Ong
Senior Vice President

PUTNAM FLOATING RATE INCOME FUND

By: */s/* Beth Mazor
Name: Beth Mazor
Title: V.P.

PUTNAM BANK LOAN FUND (CAYMAN) MASTER FUND, a Series of the Putnam Offshore Master Series Trust,

By: The Putnam Advisory Company, LLC

By: */s/* Angela Patel
Name: Angela Patel
Title: Vice President

DORCHESTER CBNA LOAN FUNDING LLC

By: */s/* Emilie Roviaro
Name: Emilie Roviaro
Title: AS ATTORNEY-IN-FACT

YORKVILLE CBNA LOAN FUNDING LLC, FOR ITSELF OR AS AGENT FOR YORKVILLE CFPI LOAN FUNDING LLC

By: */s/* Emilie Roviaro
Name: Emilie Roviaro
Title: AS ATTORNEY-IN-FACT

SCOGGIN CAPITAL MANAGEMENT, LP II
By: S&E Partners, L.P. its general partner
By: Scoggin, Inc., its general partner

By: */s/* Craig Effron
Name: Craig Effron
Title: President

SCOGGIN INTERNATIONAL FUND, LTD.
Scoggin, LLC its Investment Manager

By: */s/* Craig Effron
Name: Craig Effron
Title: Managing Member

SCOGGIN WORLDWIDE FUND, LTD.
By: Old Bellows Partners LP
its Investment Manager
By: Old Bell Associates LLC
its General Partner

By: */s/* A. Dev Chodry
Name: A. Dev Chodry
Title: Member

SANKATY ADVISORS, LLC as Collateral Manager for Avery Point CLO, Ltd., as Term Lender

By: */s/* Alan K. Halfenger
Name: Alan K. Halfenger
Title: Chief Compliance Officer
Assistant Secretary

SANKATY ADVISORS, LLC as Collateral Manager for Castle Hill I — INGOTS, Ltd., as Term Lender

By: */s/* Alan K. Halfenger
Name: Alan K. Halfenger
Title: Chief Compliance Officer
Assistant Secretary

SANKATY ADVISORS, LLC as Collateral Manager for Castle Hill II — INGOTS, Ltd., as Term Lender

By: */s/* Alan K. Halfenger
Name: Alan K. Halfenger
Title: Chief Compliance Officer
Assistant Secretary

SANKATY ADVISORS, LLC as Collateral Manager for Castle Hill III CLO, Limited, as Term Lender

By: */s/* Alan K. Halfenger
Name: Alan K. Halfenger
Title: Chief Compliance Officer
Assistant Secretary

CHATHAM LIGHT II CLO, LIMITED, by Sankaty Advisors LLC, as Collateral Manager

By: */s/* Alan K. Halfenger
Name: Alan K. Halfenger
Title: Chief Compliance Officer
Assistant Secretary

CHATHAM Light III CLO, Ltd
By: Sankaty Advisors LLC,
as Collateral Manager

By: */s/* Alan K. Halfenger
Name: Alan K. Halfenger
Title: Chief Compliance Officer
Assistant Secretary

SANKATY ADVISORS, LLC, as Collateral Manager for Race Point II CLO, Limited, as Term Lender

By: */s/* Alan K. Halfenger
Name: Alan K. Halfenger
Title: Chief Compliance Officer
Assistant Secretary

SANKATY ADVISORS, LLC, as Collateral Manager for Race Point III CLO, Limited, as Term Lender

By: */s/* Alan K. Halfenger
Name: Alan K. Halfenger
Title: Chief Compliance Officer
Assistant Secretary

RACE POINT IV CLO, LTD.
By: Sankaty Advisors, LLC, as Collateral Manager

By: */s/* Alan K. Halfenger
Name: Alan K. Halfenger
Title: Chief Compliance Officer
Assistant Secretary

SSS FUNDING II, LLC
By: Sankaty Advisors, LLC, as Collateral Manager

By: */s/* Alan K. Halfenger
Name: Alan K. Halfenger
Title: Chief Compliance Officer
Assistant Secretary

ARES ENHANCED CREDIT OPPORTUNITIES FUND LTD.

By: Ares Enhanced Credit Opportunities Fund Management, L.P.

By: */s/* Seth J. Brufsky
Name: Seth J. Brufsky
Title: Vice President

MORGAN STANLEY SENIOR FUNDING, INC.

By: */s/* Donna M. Souza
Name: Donna M. Souza
Title: Vice President

GRAND CENTRAL ASSET TRUST, PFV SERIES

By: */s/* Pamela M. Gwin
Name: Pamela M. Gwin
Title: As Attorney-in-Fact

SSSI CBNA LOAN FUNDING LLC

By: */s/* Pamela M. Gwin
Name: Pamela M. Gwin
Title: As Attorney-in-Fact

BAKER STREET FUNDING CLO 2005-I LTD, as Collateral Manager

By: */s/* George Goudelias
Name: George Goudelias
Title: Managing Director

MOUNTAIN VIEW CLO II LTD.
By: Seix Advisors, a fixed income division of Trusco Capital Management, Inc., as Collateral Manager

By: */s/* George Goudelias
Name: George Goudelias
Title: Managing Director

Exhibit 23.1

Consent of Independent Auditors

We consent to the incorporation by reference in the Registration Statement (Form S-8 No. 333-00000) pertaining to the 2004 Stock and Incentive Compensation Plan, Riverwood Holding, Inc. Stock Incentive Plan, Riverwood Holding, Inc. Supplemental Long-Term Incentive Plan, Riverwood Holding, Inc. 2002 Stock Incentive Plan, 2003 Riverwood Holding, Inc. Long-Term Incentive Plan, Graphic Packaging Equity Incentive Plan and Graphic Packaging Non-Employee Director Plan of Graphic Packaging Holding Company of our report dated April 3, 2007, with respect to the consolidated financial statements of Bluegrass Container Holdings, LLC, included in this Form 8-K filed March 10, 2008.

/s/ Ernst & Young LLP

Chicago, Illinois
March 10, 2008

Exhibit 99.1

Investors: Scott Wenhold
Graphic Packaging Holding Company
770-644-3062

Media: Lois Becton
Graphic Packaging Holding Company
770-644-3515

Graphic Packaging Corporation and Altivity Packaging, LLC Complete Combination

Marietta, Georgia — March 10, 2008 — Graphic Packaging Holding Company (NYSE:GPK) announced today that it has completed its previously announced combination of Graphic Packaging Corporation and Altivity Packaging, LLC. Graphic Packaging Holding Company had pro forma revenues of approximately $4.4 billion and will be a leading provider of paperboard packaging solutions to the food, beverage and consumer products industries.

Commencing tomorrow, the common stock of Graphic Packaging Holding Corporation will trade on the New York Stock Exchange under the ticker symbol “GPK”. The new company’s headquarters are located in Marietta, Georgia but a significant presence will be retained in Chicago, where Altivity maintained its headquarters.

The transaction brings together two of the most progressive paperboard packaging companies to create a new leader in the global packaging market. The new company has a significantly expanded product portfolio, market reach, and technology capabilities to provide innovative packaging solutions in the folding carton, flexible packaging, label multi-wall bag and specialty bag markets, as well as high quality paperboard, inks and packaging machinery to the food, beverage and consumer product sectors worldwide.

“I am very excited to have closed the transaction that we announced in July 2007, and to begin the implementation of the integration plan which will enable us to achieve the $90 million in annual gross synergies we identified at the beginning of this process. The integration teams are already in place and at work,” said David W. Scheible, President and Chief Executive Officer of Graphic Packaging Holding Company. “Although we will be required to divest two coated-recycled board (CRB) mills, we expect that these divestitures will have an immaterial impact on EBITDA and no impact on our ability to achieve the $90 million in synergies by 2012 with two-thirds of this being realized by 2010.”

The combination of Graphic Packaging and Altivity creates a company with pro-forma 2007 revenues of over $4.4 billion and pro-forma 2007 Adjusted EBITDA of approximately $553 million. Such pro-forma 2007 Adjusted EBITDA reflects an adjustment for one-time, non-recurring Altivity charges of approximately $30 million. Graphic Packaging achieved approximately $46 million of cost savings in 2007 with top line growth of approximately 4.3%. Altivity achieved over $50 million of standalone cost reductions, while growing its top line by almost 3%. The new company will be led by a combined management team with a strong track record of successfully integrating businesses and achieving performance targets. “I am very encouraged by the 2007 results of both companies as it gives us a solid base from which to build. We are confident that we can achieve not only the synergies arising from the combination, but also on-going operational cost reductions,” said Scheible.

“This transaction creates an attractive combination of our packaging strengths and high quality assets. It increases customer diversification, strengthens our market position, and achieves better operational and financial results through economies of scale and operating efficiencies,” said Scheible.

Information Concerning Forward-Looking Statements

Certain statements of expectations, including but not limited to, statements regarding the listing and trading of Graphic Packaging Holding Company’s common stock, the effect of the consummation of the combination of Graphic Packaging Corporation and Altivity Packaging, LLC, the effect of the divestitures, and the achievement of synergies and on-going cost reductions in this press release constitute “forward-looking statements” as defined in the Private Securities Litigation Reform Act of 1995. Such statements are based on currently available operational and financial information and are subject to various risks and uncertainties that could cause actual results to differ materially from the Company’s present expectations. These risks and uncertainties include, but are not limited to, unexpected delays in the listing of Graphic Packaging Holding Company’s common stock and the Company’s ability to implement its integration plan and other business strategies. Undue reliance should not be placed on such forward-looking statements, as such statements speak only as of the date on which they are made and the Company undertakes no obligation to update such statements. Additional information regarding these and other risks is contained in the Company’s periodic filings with the SEC.

About Graphic Packaging Holding Company

Graphic Packaging Holding Company (NYSE:GPK), headquartered in Marietta, Georgia, is a leading provider of paperboard packaging solutions for a wide variety of products to food, beverage and other consumer products companies. Additionally, the company is one of the largest producers of folding cartons and holds a leading market position in coated-recycled boxboard and specialty bag packaging. The company’s customers include some of the most widely recognized companies in the world. Additional information about Graphic Packaging, its business and its products is available on the company’s web site at http://www.graphicpkg.com.

Exhibit 99.4

Report of Independent Auditors

The Board of Directors
Bluegrass Container Holdings, LLC

We have audited the accompanying balance sheets of Bluegrass Container Holdings, LLC (the Company) as of December 31, 2006 and 2005, and the related statements of operations, statements of changes in equity, and cash flows for the period from July 1, 2006 to December 31, 2006 (Successor), the period from January 1, 2006 to June 30, 2006, and for each of the two years in the period ended December 31, 2005 (Predecessor). These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. We were not engaged to perform an audit of the Company's internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2006 and 2005, and the results of its operations and its cash flows for the period from July 1, 2006 to December 31, 2006 (Successor), the period from January 1, 2006 to June 30, 2006, and for each of the two years in the period ended December 31, 2005 (Predecessor), in conformity with accounting principles generally accepted in the United States.

As discussed in Note 3 to the financial statements, on December 31, 2006, the Company changed its method of accounting for defined benefit pension and other postretirement benefit plans to conform with Statement of Financial Accounting Standards (SFAS) No. 158, *Employers' Accounting for Defined-Benefit Pension and Other Postretirement Plans — An Amendment of FASB Statements No. 87, 88, 106, and 132 (R)*. As discussed in Note 3 to the financial statements, the Company also changed its method of accounting for maintenance costs to conform with Financial Accounting Standards Board Staff Position AUG AIR-1, *Accounting for Planned Major Maintenance Activities.*

/s/ Ernst & Young LLP

Chicago, Illinois
April 3, 2007

BLUEGRASS CONTAINER HOLDINGS, LLC

BALANCE SHEETS

	December 31,	
	Successor 2006	Predecessor 2005
	In millions	
ASSETS		
Current Assets:		
Cash and Equivalents	$ 99.2	$ —
Receivables, Net	185.8	18.8
Inventories	231.3	152.8
Other Current Assets	10.7	3.4
Total Current Assets	527.0	175.0
Property, Plant and Equipment, Net	621.6	358.7
Goodwill	358.9	279.0
Intangible Assets, Net	134.3	1.9
Deferred Debt Issue Costs	22.5	—
Other Assets	6.9	7.2
Total Assets	$ 1,671.2	$ 821.8
LIABILITIES		
Current Liabilities:		
Short-Term Debt	$ 10.5	$ 0.8
Accounts Payable	145.2	79.3
Accrued Liabilities	70.1	55.1
Restructuring	6.9	—
Deferred Income Taxes	—	11.7
Total Current Liabilities	232.7	146.9
Long-Term Debt	1,152.8	16.1
Deferred Tax Liabilities	0.2	80.9
Accrued Pension and Postretirement Benefits	35.8	—
Other Noncurrent Liabilities	5.2	1.3
Total Liabilities	1,426.7	245.2
EQUITY		
Smurfit-Stone Container Enterprises, Inc. Investment	—	576.6
Contributed Capital	305.0	—
Accumulated Deficit	(53.5)	—
Accumulated Other Comprehensive Loss	(7.0)	—
Total Equity	244.5	576.6
Total Liabilities and Equity	$ 1,671.2	$ 821.8

The accompanying notes are an integral part of the financial statements

BLUEGRASS CONTAINER HOLDINGS, LLC

STATEMENTS OF OPERATIONS

	Successor July 1, 2006 to December 31, 2006	Predecessor January 1, 2006 to June 30, 2006	Year Ended December 31, Predecessor 2005	Year Ended December 31, Predecessor 2004
		In millions		
Net Sales	$ 964.2	$ 789.4	$ 1,584.4	$ 1,541.2
Cost of Sales	881.3	699.0	1,381.1	1,338.2
Selling, General and Administrative	89.7	75.4	141.0	137.9
Litigation Charge	—	—	4.0	—
Restructuring	—	—	5.0	1.9
(Gain) Loss on Sale of Assets	—	(0.1)	(0.1)	0.1
Income (Loss) from Operations	(6.8)	15.1	53.4	63.1
Interest Income	2.7	—	—	—
Interest Expense	(48.5)	(0.6)	(1.2)	(0.9)
Other (Expense) Income, Net	(0.4)	—	0.1	0.2
Income (Loss) before Income Taxes	(53.0)	14.5	52.3	62.4
Income Tax Expense	(0.5)	(5.8)	(20.9)	(24.8)
Net (Loss) Income	$ (53.5)	$ 8.7	$ 31.4	$ 37.6

The accompanying notes are an integral part of the financial statements

BLUEGRASS CONTAINER HOLDINGS, LLC

STATEMENTS OF CASH FLOWS

	Successor July 1, 2006 to December 31, 2006	Predecessor January 1, 2006 to June 30, 2006	Year Ended December 31, Predecessor 2005	Year Ended December 31, Predecessor 2004
		In millions		
CASH FLOWS FROM OPERATING ACTIVITIES:				
Net (Loss) Income	$ (53.5)	$ 8.7	$ 31.4	$ 37.6
Noncash Items Included in Net (Loss) Income:				
Depreciation and Amortization	42.5	20.4	40.4	39.5
Deferred Income Taxes	(0.2)	(10.7)	(11.1)	5.1
Amortization of Deferred Debt Issuance Costs	1.8	—	—	—
Asset Retirements Gain	—	(0.1)	(0.1)	—
Non-cash Restructuring Charges	—	—	2.5	(1.1)
Changes in Operating Assets & Liabilities:				
Accounts Receivable, Net	(143.5)	3.6	3.1	(7.3)
Inventories	59.5	(8.4)	14.1	(6.8)
Prepaid Expenses and Other Current Assets	0.8	(2.2)	(0.4)	(1.9)
Accounts Payable and Accrued Liabilities	50.7	(12.9)	1.6	7.8
Other, Net	0.8	0.1	1.1	(4.7)
Net Cash (Used in) Provided by Operating Activities	(41.1)	(1.5)	82.6	68.2
CASH FLOWS FROM INVESTING ACTIVITIES:				
Capital Spending	(21.4)	(39.0)	(37.9)	(31.5)
Acquisitions, Net of Cash Received	(1,281.4)	—	(1.5)	—
Proceeds from Disposal of Property/Other	0.3	0.3	0.5	6.0
Net Cash Used in Investing Activities	(1,302.5)	(38.7)	(38.9)	(25.5)
CASH FLOWS FROM FINANCING ACTIVITIES:				
Net (Repayments) Borrowings of Long-term Debt	(2.8)	0.1	(2.1)	(0.7)
Proceeds from Debt	1,165.0	—	1.0	4.7
Cash Contribution from Parent	305.0	—	—	—
Deferred Debt Issuance Costs	(24.4)	—	—	(0.2)
Net Advances from (to) SSCE	—	40.1	(42.6)	(46.5)
Net Cash Provided by (Used in) Financing Activities	1,442.8	40.2	(43.7)	(42.7)
EFFECT OF EXCHANGE RATE CHANGES ON CASH	—	—	—	—
Net Increase in Cash and Equivalents	99.2	—	—	—
Cash and Equivalents at Beginning of Period	—	—	—	—
CASH AND EQUIVALENTS AT END OF PERIOD	$ 99.2	$ —	$ —	$ —

The accompanying notes are an integral part of the financial statements

BLUEGRASS CONTAINER HOLDINGS, LLC

STATEMENTS OF CHANGES IN EQUITY

	SSCE Investment	Contributed Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Total
			In millions		
Predecessor Balances at December 31, 2003	$ 596.7	$ —	$ —	$ —	$ 596.7
Net Income	37.6	—	—	—	37.6
Net Advances to SSCE	(46.5)	—	—	—	(46.5)
Balances at December 31, 2004	587.8	—	—	—	587.8
Net Income	31.4	—	—	—	31.4
Net Advances to SSCE	(42.6)	—	—	—	(42.6)
Balances at December 31, 2005	576.6	—	—	—	576.6
Net Income	8.7	—	—	—	8.7
Net Advances from SSCE	29.8	—	—	—	29.8
Balances at June 30, 2006	$ 615.1	$ —	$ —	$ —	$ 615.1
Successor					
Balances at July 1, 2006					
Capital Contribution	$ —	$ 305.0	$ —	$ —	$ 305.0
Net Loss	—	—	(53.5)	—	(53.5)
Net Loss on Derivative Instruments	—	—	—	(2.1)	(2.1)
Comprehensive Loss	—	—	—	—	(55.6)
Adjustment to Initially Apply FASB Statement 158	—	—	—	(4.9)	(4.9)
Balances at December 31, 2006	**$ —**	**$ 305.0**	**$ (53.5)**	**$ (7.0)**	**$ 244.5**

The accompanying notes are an integral part of the financial statements

1. Organization and Description of Business

Organization: Altivity Packaging, LLC (formerly known as Bluegrass Container Company, LLC) ("Altivity," or "Successor"), a Delaware limited liability company and a wholly-owned subsidiary of Bluegrass Container Holdings, LLC ("BCH"), purchased substantially all of the assets of the Consumer Packaging Division ("CPD" or the "Predecessor") of Smurfit-Stone Container Enterprises, Inc. ("SSCE"), a wholly-owned subsidiary of Smurfit-Stone Container Corporation ("SSCC") (the "CPD acquisition"). BCH is majority-owned by investment vehicles affiliated with TPG Capital, L.P. ("TPG"). Altivity completed the CPD acquisition on June 30, 2006. In October 2006, the acquisition price was reduced $5.0 million as a result of the finalization of the working capital adjustments. The net assets acquired totaled $946.2 million which, net of the working capital adjustment of $5.0 million and other transaction costs of $40.2 million, resulted in a net payment to SSCE of $911.0 million.

On August 16, 2006, Altivity completed the acquisition of substantially all of the operational assets of Field Holdings, Inc., a Delaware corporation, Field Container Company, L.P., a Delaware limited partnership, and Field Container Management Corporation, a Delaware corporation (the "Field Companies"). In September 2006, the acquisition price was increased as a result of the finalization of the working capital adjustments. The net assets acquired totaled $335.3 million (net of $5.0 million in retained liabilities), which included a net working capital adjustment of $2.1 million, other transaction costs of $13.2 million, and the repayment of the Field Companies' indebtedness of $92.9 million.

BCH conducts no significant business and has no independent assets or operations other than its ownership of Altivity.

The purchase price for both the CPD acquisition and the Field acquisition exceeded the fair value of the underlying assets acquired and liabilities assumed due to the expectation by BCH of enhancing the profits of the combined entities through the realization of synergistic efficiencies, optimization of the combined assets, enhanced productivity and numerous cost reduction efforts.

Description of Business: Altivity is a major manufacturer of consumer packaging products and one of the largest privately held packaging companies in the United States. Altivity is a leading producer of paperboard and manufactures folding cartons; multi-wall and consumer bag packaging; plastic packaging; label solutions; inks/coatings; contract packaging; and laminations for a variety of consumer and industrial companies.

2. Basis of Presentation

All intercompany balances and transactions have been eliminated in consolidation.

Predecessor: Prior to the CPD acquisition, the Predecessor was an operating unit of SSCE and not a separate legal entity. As such, the accompanying financial statements of the Predecessor consist solely of the combined accounts of the Consumer Packaging Division of SSCE. The accompanying statements reflect SSCE's net investment in the Predecessor and include intercompany loans due from SSCE. Significant intercompany accounts and transactions between operations within CPD have been eliminated. The financial statements include allocation of common costs and general management services from SSCE as discussed in Note 15.

Successor: The accompanying consolidated financial statements of the Successor as of December 31, 2006 and for the six months then ended include the accounts of the Predecessor and, subsequent to the Field acquisition, the Field Companies.

BCH has allocated the purchase price of the CPD acquisition on the basis of the fair value of the underlying assets acquired and liabilities assumed as follows:

	As of June 30, 2006
	In millions
Current assets:	
Cash	$ —
Trade accounts receivable	7.2
Inventories	233.7
Prepaid expenses and other current assets	6.9
Total current assets	247.8
Property, plant and equipment	518.7
Goodwill	245.0
Intangibles	74.4
Other non-current assets	7.5
Total assets acquired	1,093.4
Current liabilities:	
Accounts payable	82.0
Accrued liabilities	18.5
Other current liabilities	22.8
Other non-current liabilities	23.9
Total liabilities assumed	147.2
Net assets acquired	$ 946.2

BCH has allocated the purchase price of the Field acquisition on the basis of the fair value of the underlying assets acquired and liabilities assumed as follows:

	As of August 16, 2006
	In millions
Current assets:	
Cash	$ 0.1
Trade accounts receivable	35.0
Inventories	57.1
Prepaid expenses and other current assets	4.6
Total current assets	96.8
Property, plant and equipment	119.5
Goodwill	113.9
Intangibles	64.7
Other non-current assets	0.3
Total assets acquired	395.2
Current liabilities:	
Accounts payable	37.3
Accrued liabilities	4.2
Other current liabilities	7.7
Deferred income taxes	0.3
Other non-current liabilities	10.4
Total liabilities assumed	59.9
Net assets acquired	$ 335.3

Management represents that book values approximate fair value for cash and cash equivalents, trade accounts receivable, prepaid expenses and other current assets, accounts payable, accrued liabilities and other current liabilities, given the short-term nature of these assets and liabilities. Other non-current assets, long-term debt and other non-current liabilities outstanding as of the effective date of the acquisitions have been allocated based on management's judgments and estimates.

Deferred income taxes have been provided in the consolidated balance sheet based on the tax versus book basis of the assets acquired and liabilities assumed, as adjusted to estimated fair values. Valuation allowances were established for deferred tax assets related to all of the net operating loss carry-forwards for which utilization is uncertain.

BCH's projected pension and other postretirement benefit obligations and assets have been reflected in the allocation of purchase price at the projected benefit obligation less plan assets at fair value.

BCH expects to recognize additional restructuring reserves in 2007 which will be charged to goodwill.

BCH determined and reflected in the allocation of the purchase price the fair values of inventories, property, plant and equipment and intangible assets acquired, including patents, trademarks, customer relationships, leases and supply contracts.

The allocation of the purchase price is based on preliminary estimates and assumptions and is subject to revision when valuation and integration plans are finalized. Accordingly, revisions of the allocation of purchase

price, which may be significant, will be reported in a future period as an increase or decrease to the amounts previously reported.

3. Summary of Significant Accounting Policies

Use of Estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States ("U.S. GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue Recognition: Revenue from sales is recognized at the time: (1) ownership and all risks of loss have been transferred to the buyer, which is generally upon shipment, (2) the price is fixed and determinable and (3) collectability is reasonably assured.

Shipping and Handling: Shipping and handling costs, including delivery cost to the customer, is included in cost of sales. Freight billed to customers is included in net revenues.

Major Maintenance Activities: Altivity employs the direct expense method for all maintenance activities.

Cash Equivalents: BCH considers cash and all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. The carrying value of cash and cash equivalents approximates fair value because of the short maturities of these instruments.

Accounts Receivable: Credit is extended to customers based on an evaluation of their financial condition. BCH evaluates the collectability of accounts receivable on a case-by-case basis and makes adjustments to the bad debt reserve for expected losses, considering such things as ability to pay, bankruptcy, credit ratings and payment history. BCH also estimates reserves for bad debts based on historical experience and past due status of the accounts. Receivables are stated net of an allowance for doubtful accounts. Aging for delinquency purposes is based on the due date terms extended to the customer. Accounts receivable are charged to the allowance when BCH determines that the receivable will not be collected after all collection efforts have been exhausted.

Inventories: The Successor's inventories are valued at the lower of cost or market. Inventories of the Predecessor were valued at the lower of cost or market under the last in, first out ("LIFO") method, except for $29.2 million, which was valued at the lower of average cost or market at December 31, 2005.

The Predecessor's LIFO and profit-in-inventory reserves have been allocated to its reporting units, which are its business segments, based on the reporting unit's proportionate share of the total SSCE inventory value. The profit-in-inventory reserve represents the elimination of intercompany profit on sales between the coated recycled box board mills and the folding carton converting facilities. Historically, SSCE's inventory reserves have not been allocated as described to the various reporting units. The impact of the allocation on the Predecessor's statements of operations was an expense of $5.3 million, $5.1 million and $1.7 million for the six months ended June 30, 2006 and the years ended December 31, 2005 and 2004, respectively.

Net Property, Plant and Equipment: Property, plant and equipment are carried at cost. The costs of additions, improvements and major replacements are capitalized, while maintenance and repairs are charged to expense as incurred. Provisions for depreciation and amortization, which are combined in the consolidated

statement of operations, are made using straight-line rates over the estimated useful lives of the related assets which range in years as follows:

Buildings and improvements	10 to 40
Machinery and equipment	7 to 20
Transportation equipment	5 to 7
Furniture and fixtures	5 to 7

Leasehold improvements are capitalized and amortized over their estimated useful lives or the terms of the applicable leases, if shorter.

Goodwill: Goodwill represents the excess of purchase price and related costs over the value assigned to the tangible and identifiable intangible assets of businesses acquired. Goodwill is not amortized, but is tested for impairment annually, or more frequently if circumstances indicated a possible impairment may exist. No circumstances have occurred to indicate the possibility of impairment and management believes that goodwill is not impaired.

BCH evaluates the recoverability of goodwill by comparing the fair value for the reporting unit to its book value including goodwill. In the case that the fair value is less than the book value, the implied fair value for the goodwill is determined based on the difference between the fair value of the reporting entity and the net fair value of the identifiable assets and liabilities. If the implied fair value of the goodwill is less than the book value, the difference is recognized as an impairment loss.

Other Intangible Assets: Other intangible assets represent the fair value of other intangible assets acquired in purchase business combinations. Other intangible assets are amortized over their expected useful life.

Deferred Debt Issuance Costs: Deferred debt issuance costs were incurred to obtain long-term financing and are amortized using the effective interest method over the term of the related debt. The amortization of deferred debt issuance costs is classified in interest expense in the statement of operations.

Income Taxes: BCH accounts for income taxes in accordance with the liability method of accounting for income taxes. Under the liability method, deferred assets and liabilities are recognized based upon anticipated future tax consequences attributable to differences between financial statement carrying amounts of assets and liabilities and their respective tax bases. The Predecessor’s operating results were included in SSCE’s taxable income in its consolidated federal and state income tax returns. The Predecessor’s income tax provisions are computed on a separate return basis and any liability was settled through intercompany accounts included in SSCE’s net investment.

Foreign Currency Translation: BCH’s Mexican operations’ functional currency is the local currency. Assets and liabilities of this operation are translated at the exchange rate in effect at the balance sheet date, and income and expenses are translated at average exchange rates prevailing during the period. Translation gains or losses are included within equity as part of accumulated other comprehensive income (loss) (“OCI”).

BCH’s Canadian operations’ functional currency is the U.S. dollar. Assets and liabilities of this operation are translated at the exchange rate in effect at the balance sheet date, and income and expenses are translated at average exchange rates prevailing during the period. Transaction gains or losses are included within the statements of operations.

Derivatives and Hedging Activities: All derivative financial instruments are recorded at fair value as either assets or liabilities. For derivative instruments that are designated and qualify as a cash flow hedge of a variable rate instrument, the effective portion of the gain or loss on the derivative instrument is reported as a component of other comprehensive income (loss) and reclassified into earnings in the same period or periods during which the hedged transaction affects earnings. The remaining gain or loss on the derivative instrument

in excess of the cumulative change in the present value of the future cash flows of the hedged item, if any, is recognized in current earnings during the period of change. For derivative instruments not designated at inception as a hedging instrument, the gain or loss is recognized in current earnings during the period of change.

Environmental Matters: BCH expenses environmental expenditures related to existing conditions resulting from past or current operations from which no current or future benefit is discernible. Expenditures that extend the life of the related property or mitigate or prevent future environmental contamination are capitalized. BCH records a liability at the time when it is probable and can be reasonably estimated.

Restructuring: Costs associated with plans to exit an activity of an acquired company are recognized as liabilities assumed in the acquisition and included in the allocation of acquisition cost. Costs associated with exit or disposal activities not in connection with a plan to exit an activity of an acquired company are generally recognized when they are incurred rather than at the date of a commitment to an exit or disposal plan.

Recently Issued Accounting Pronouncements: In September 2006, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standard ("SFAS") No. 158, "Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans" ("SFAS No. 158"). SFAS No. 158 requires an employer to recognize the over-funded or under-funded status of a defined benefit postretirement plan (other than a multi-employer plan) as an asset or liability in its statement of financial position and to recognize changes in that funded status in the year in which the changes occur through comprehensive income. SFAS No. 158 also requires an employer to measure the funded status of a plan as of the date of its year-end statement of financial position, with limited exceptions. BCH adopted the provisions of SFAS No. 158 at December 31, 2006, which necessitated an increase to accrued pension liabilities and a charge to accumulated comprehensive income of $4.9 million.

In September 2006, the FASB issued SFAS No. 157, "Fair Value Measurements," which defines fair value, establishes a framework for measuring fair value in generally accepted accounting principle and expands disclosure about fair value measurements. The statement is effective for fiscal years beginning after November 15, 2007. BCH will adopt this statement on January 1, 2008 and has not yet evaluated the impact that its adoption may have on BCH's financial statements.

The FASB issued, in March 2007, SFAS No. 159, "The Fair Value Option for Financial Assets and Financial Liabilities," which allows companies the option to recognize most financial assets and liabilities and certain other items at fair value. The statement is effective for fiscal years beginning after November 15, 2007. The impact that its adoption may have on BCH's financial statements has not yet been evaluated.

Effective January 1, 2007, BCH adopted the provisions of FIN 48, which clarifies the accounting for uncertainty in income taxes. FIN 48 prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. The interpretation prescribes the minimum recognition threshold that a tax position is required to meet before being recognized in the financial statements. FIN 48 also provides guidance on derecognition, classification, interest and penalties, accounting in interim periods and disclosure. The impact of the reassessment of tax positions in accordance with FIN 48 did not have a material impact on our results of operations, financial condition or liquidity.

In September 2006, the FASB issued FASB Staff Position AUG AIR-1 *"Accounting for Planned Major Maintenance Activities"* ("FSP AUG AIR-1"), which is effective for fiscal years beginning after December 15, 2006. This position statement eliminates the accrue-in-advance method of accounting for planned major maintenance activities. The Company adopted FSP AUG AIR-1 on January 1, 2007 and changed to direct expensing method allowed by FSP AUG AIR-1, and has retrospectively adjusted its year-end 2006 financial statements to be in compliance. The effects of adoption on the 2006 periods were not significant.

4. Strategic Initiatives and Restructuring Activities

BCH has recorded various restructuring charges related to the rationalization of its boxboard mills and converting operations, including the termination of employees and liabilities for lease commitments at the closed facilities.

In conjunction with the CPD acquisition and the Field acquisition, BCH formulated plans to exit or restructure certain activities. Restructuring reserves, initially totaling $8.5 million, were established for employee severance and benefit payments and the cost of three plant closures, two of which were announced and completed in 2006. BCH expects to announce three to five additional plant closures in the first six months of 2007, the cost of which will be charged to goodwill. The severance payments and the activities associated with the plant closures are expected to be substantially completed by December 31, 2007. The table below summarizes the transactions within the restructuring reserve during the period January 1, 2003 through December 31, 2006.

During 2005, Predecessor recorded restructuring charges of $5.0 million, including non-cash charges of $2.5 million related to the write-down of assets, primarily property, plant and equipment, as a result of the decline in estimated net realizable values. The remaining charges were primarily for severance, benefits and lease commitments. The restructuring charges incurred during 2005 related to facilities closed in the prior year.

During 2004, Predecessor recorded restructuring charges of $1.9 million related to the closure of a carton facility and additional costs incurred for prior year closures. These charges are net of a $1.1 million gain from the sale of a multi-wall bag facility closed in the prior year. This shutdown resulted in approximately 75 employees being terminated. The net sales and operating loss of this shutdown operation in 2004 prior to closure were $21.6 million and $2.4 million, respectively. The net sales and operating profits of this facility in 2003 were $39.5 million and $2.6 million, respectively. A significant portion of the business at the closed facility was transferred to other BCH facilities.

During 2003, Predecessor permanently closed one of two paper machines at its Philadelphia, Pennsylvania, coated recycled boxboard mill and closed two carton operations and one multi-wall bag operation. As a result BCH recorded restructuring charges of $10.8 million, including non-cash charges of $6.9 million related to the write-down of assets, primarily property, plant and equipment, to estimated net realizable values. The remaining charges were primarily for severance, benefits and lease commitments. These shutdowns resulted in approximately 400 people being terminated. The sales and operating losses of these shutdown operations in 2003 prior to closure were $65.2 million and $8.8 million, respectively.

	Property, Plant and Equipment	Severance and Benefits	Lease Commitments	Facility Closure Costs	Other	Total
			In millions			
Predecessor						
Balance at December 31, 2003	$ —	$ 1.4	$ —	$ —	$ 0.2	$ 1.6
Provision	(1.1)	2.1	0.1	0.3	0.5	1.9
Payments	—	(2.8)	(0.1)	(0.3)	(0.7)	(3.9)
Non-Cash Reduction	(4.9)	—	—	—	—	(4.9)
Sale of Assets	6.0	—	—	—	—	6.0
Balance at December 31, 2004	—	0.7	—	—	—	0.7
Provision	2.5	1.4	0.1	0.7	0.3	5.0
Payments	—	(1.3)	(0.1)	(0.6)	(0.3)	(2.3)
Non-Cash Reduction	(2.5)	—	—	—	—	(2.5)

	Property, Plant and Equipment	Severance and Benefits	Lease Commitments	Facility Closure Costs	Other	Total
			In millions			
Balance at December 31, 2005	—	0.8	—	0.1	—	0.9
Payments	—	(0.8)	—	(0.1)	—	(0.9)
Balance at June 30, 2006	$ —	$ —	$ —	$ —	$ —	$ —
Successor						
Balance at July 1, 2006	$ —	$ —	$ —	$ —	$ —	$ —
Provision	—	6.8	—	1.7	—	8.5
Payments	—	(1.2)	—	(0.1)	—	(1.3)
Non-Cash Reduction	—	—	—	(0.3)	—	(0.3)
Balance at December 31, 2006	$ —	$ 5.6	$ —	$ 1.3	$ —	$ 6.9

5. Inventories

Inventories consist of the following:

	December 31, Successor 2006	Predecessor 2005
	In millions	
Raw Materials and Supplies	$ 68.7	$ 56.0
Work in Progress	27.6	18.8
Finished Products	135.0	78.0
Total Inventories	$ 231.3	$ 152.8

Inventories at December 31, 2005 were valued under the last-in, first-out method, except for $29.2 million, which was valued at the lower of average cost or market. First-in, first-out costs (which approximate replacement costs) exceeded the last-in, first out value by $36.6 million at December 31, 2005. Inventories of the Successor at December 31, 2006 were valued at the lower of cost or market under the first-in, first-out method.

6. Property, Plant and Equipment

Net property, plant and equipment at December 31 consist of:

	Successor 2006	Predecessor 2005
	In millions	
Land and Land Improvements	$ 83.3	$ 18.0
Buildings and Leasehold Improvements	142.6	103.4
Machinery, Fixtures and Equipment	381.5	646.1
Construction in Progress	53.7	33.0
	661.1	800.5
Less Accumulated Depreciation	(39.5)	(441.8)
Net Property, Plant and Equipment	$ 621.6	$ 358.7

The Successor's property, plant and equipment includes capitalized leases of $3.6 million and related accumulated amortization of $0.4 million at December 31, 2006. The Predecessor's property, plant and equipment includes capitalized leases of $4.8 million and related accumulated amortization of $2.9 million at December 31, 2005.

7. Goodwill

Goodwill of the Successor represents the excess of cost over the fair value of net assets acquired in connection with both the CPD acquisition and the Field acquisition. At June 30, 2006, goodwill of $245.0 million was acquired in connection with the CPD acquisition. Goodwill acquired in connection with the Field acquisition totaled $113.9 million, resulting in a consolidated goodwill balance of $358.9 million at December 31, 2006.

Goodwill of the Predecessor represented the excess of cost over the fair value of net assets acquired in connection with various acquisitions made by SSCE. The Predecessor goodwill balance of $279.0 million at December 31, 2005 was eliminated at June 30, 2006 in conjunction with the accounting for the CPD acquisition.

8. Other Intangible Assets

Intangible assets are amortized over their estimated useful lives, ranging from three to fourteen years. The customer relationship intangible of the Predecessor was $2.8 million at December 31, 2005 which, net of accumulated amortization of $0.9 million, totaled $1.9 million.

As a result of the CPD acquisition and the Field acquisition, other intangible assets were restated at their fair value, as of the respective acquisition dates. The Successor's other intangible assets include the following at December 31, 2006:

	Successor December 31, 2006			
	Weighted Average Life	Gross Intangibles	Accumulated Amortization	Net Intangibles
			In millions	
Customer Relationships	15	$ 126.2	$ (4.0)	$ 122.2
Patents	5	3.6	(0.3)	3.3
Trademarks	5	3.7	(0.4)	3.3
Other	7	5.6	(0.1)	5.5
Balance at December 31, 2006		$ 139.1	$ (4.8)	$ 134.3

The Successor's amortization expense totaled $4.8 million for the period July 1, 2006 through December 31, 2006. The Predecessor's gross carrying value of definite life intangible assets, primarily customer relationships is $2.8 million with accumulated amortization of $0.9 million at December 31, 2005. The weighted-average amortization period is eight years. The Predecessor's amortization expense totaled $0.2 million, $0.4 million and $0.4 million for the period January 1, 2006 through June 30, 2006 and the years ended December 31, 2005 and 2004, respectively. The estimated amortization expense for the years ending December 31, 2007 through December 31, 2011 is $10.5 million, $10.5 million, $11.5 million, $12.5 million and $10.5 million, respectively.

9. Long-Term Debt

Long-term debt consists of the following:

	December 31,	
	Successor 2006	Predecessor 2005
	In millions	
First-Lien Term Loan	$ 822.9	$ —
Second-Lien Term Loan	330.0	—
Revolving Credit Facility	10.0	—
Industrial Revenue Bond	—	10.0
Other Debt	—	4.9
Obligations Under Capitalized Leases	0.4	2.0
Total Debt	1,163.3	16.9
Less: Current Portion of Long-Term Debt	(10.5)	(0.8)
Total Long-Term Debt	$ 1,152.8	$ 16.1

The amount of total debt outstanding at December 31, 2006 maturing over the next five years is as follows:

	In millions
2007	$ 10.5
2008	8.4
2009	8.3
2010	8.3
2011	6.2
Thereafter	1,121.6
	$ 1,163.3

Bank Credit Facilities

In connection with the CPD acquisition, Altivity and its subsidiaries, Bluegrass Mills Holdings Company, LLC and Altivity Packaging Canada Corp. entered into First-Lien and Second-Lien Credit Agreements on June 30, 2006 (collectively, the “Credit Agreements”). The First-Lien Credit Agreement provides for First-Lien Term Loans and revolving credit facilities. The Second-Lien Credit Agreement provides for Second-Lien Term Loans. The First-Lien Term Loans are payable in quarterly installments of $2.1 million beginning September 30, 2006 and mature June 28, 2013. The Second-Lien Term Loans mature December 31, 2013.

The U.S. revolving credit facility allows for maximum borrowings of $150.0 million and includes sub-limits on the issuance of letters of credit and swing line loans. A commitment fee of 0.5% is payable on the unused portion of the facilities. At December 31, 2006, the unused portion, after giving consideration to outstanding letters of credit, was $139.0 million. The Canadian revolving credit facility allows for maximum borrowings of $10.0 million, which was the outstanding balance as of December 31, 2006. The revolving credit facilities mature June 28, 2013.

Initial borrowings of First-Lien and Second-Lien Term Loans and the revolving credit facilities made in connection with the CPD acquisition were $635.0 million, $250.0 million and $10.0 million, respectively. Borrowings of First-Lien and Second-Lien Term Loans made in connection with the Field acquisition were $190.0 million and $80.0 million, respectively.

Borrowings bear interest at rates based on the prime rate or LIBOR plus or minus a floating margin based on BCH's financial performance. The weighted average variable rates of the borrowings under the First-Lien Term Loans, Second-Lien Term Loans and the revolving credit facility as of December 31, 2006 were 7.4%, 10.3% and 7.6%, respectively.

The obligations of Altivity under the Credit Agreements are unconditionally guaranteed by Altivity, its U.S. subsidiaries and BCH. The obligations are secured by substantially all assets of Altivity and its U.S. subsidiaries, a pledge of the capital stock of Altivity and its U.S. subsidiaries and a pledge of 65% of the capital stock of Altivity Packaging Canada Corp. that is directly owned by Altivity.

The Credit Agreements contain various covenants and restrictions including the maintenance of certain financial covenants and limitations on: (i) the incurrence of indebtedness, liens, leases and sale-leaseback transactions; (ii) fundamental changes in corporate structure; (iii) dividends, redemptions and repurchases of capital stock; (iv) the sale of assets; (v) investments; (vi) debt repayments and (vii) capital expenditures. The Credit Agreements also require prepayments if Altivity exceeds certain cash flow targets, receives proceeds from certain asset sales, receives certain insurance proceeds or incurs certain indebtedness. At December 31, 2006, Altivity was in compliance with the financial covenants required by the Credit Agreements.

Altivity has entered into interest rate swap contracts effectively fixing the interest rate at 5.1% for $570.0 million of the First-Lien Term Loans (see Note 10).

Capitalized interest costs totaled $0.5 million, $0.6 million, $0.7 million and $0.7 million for the six months ended December 31, 2006, the six months ended June 30, 2006 and the years ended December 31, 2005 and December 31, 2004, respectively.

Interest payments made by the Successor totaled $42.6 million during the six months ended December 31, 2006. Interest payments made by SSCE on behalf of the Predecessor totaled $0.5 million, $1.0 million and $1.0 million during the six months ended June 30, 2006 and the years ended December 31, 2006 and 2005, respectively.

10. Financial Instruments

BCH's derivative instruments and hedging activities are designated as cash flow hedges and are utilized to minimize exposure to fluctuations in the price of commodities used in its operations and the fluctuation in the interest rate on its variable rate debt.

Commodity Derivative Instruments: Altivity uses derivative instruments to manage fluctuations in cash flows resulting from commodity price risk in the procurement of natural gas. The objective is to fix the price of a portion of Altivity's purchases of natural gas used in the manufacturing process. These instruments have been designated cash-flow hedges under SFAS No. 133, and as such, as long as the hedge is effective and the underlying transaction is probable, the effective portion of the changes in fair value of these contracts is recorded in OCI until earnings are affected by the cash flows being hedged. The fair value of the commodity derivative agreements is the estimated amount that Altivity would pay or receive to terminate the agreements. As of December 31, 2006, the maximum length of time over which Altivity is hedging its exposure to the variability in future cash flows associated with natural gas transactions is through June 30, 2007.

The fair value of Altivity's commodity derivative instruments at December 31, 2006 was $1.2 million and is included in current accrued liabilities.

Interest Rate Derivative Instruments: Altivity is subject to interest rate risk on its long-term variable rate debt. To manage a portion of this exposure to interest rate fluctuations on outstanding debt, Altivity has entered into interest rate swap agreements. These instruments have been designated as cash-flow hedges under SFAS No. 133, and as such, as long as the hedge is effective and the underlying transaction is probable, the effective portion of the changes in fair value of these contracts is recorded in OCI until earnings are affected

by the cash flows being hedged. The fair value of the interest rate derivative agreements is the estimated amount that Altivity would pay or receive to terminate the agreements.

During the third quarter of 2006, Altivity entered into an interest rate swap agreement at a fixed rate of 5.1% and maturing on December 31, 2009 in order to hedge interest risk on its long-term variable debt. The fair value of Altivity's interest rate derivative instrument at December 31, 2006 was $0.9 million and is included in other long-term liabilities.

11. Leases

Altivity leases certain facilities and equipment for production, selling and administrative purposes under operating leases expiring at various dates. Certain leases contain renewal options for varying periods, and others include options to purchase the leased property during or at the end of the lease term. Future minimum rental commitments (exclusive of real estate taxes and other expenses) under operating leases having initial or remaining non-cancelable terms in excess of one year, excluding lease commitments on closed facilities, are reflected below:

	In millions
2007	$ 28.7
2008	22.2
2009	18.5
2010	14.5
2011	10.6
Thereafter	25.3
Total Minimum Lease payments	$ 119.8

The Successor incurred net rental expense for operating leases, including leases having durations of less than one year, of $16.2 million for the period July 1, 2006 through December 31, 2006. The Predecessor incurred net rental expense for operating leases, including leases having durations of less than one year, of $16.0 million for the period from January 1, 2006 through June 30, 2006, $29.5 million and $29.7 million for the years ended December 31, 2005 and 2004, respectively.

12. Income Taxes

Significant components of BCH's deferred tax assets and liabilities at December 31 are as follows:

	December 31,	
	Successor 2006	Predecessor 2005
	In millions	
Deferred tax liabilities:		
Inventory	$ (0.2)	$ (18.8)
Property, plant and equipment	—	(80.1)
Employee benefits	—	(0.5)
Other	(0.1)	(0.5)
Total deferred tax liabilities	(0.3)	(99.9)
Deferred tax assets:		
Accrued liabilities	—	6.9
Net operating loss	0.8	—
Restructuring	—	0.3
Other	0.4	0.1
Total deferred tax assets	1.2	7.3
Valuation allowance for deferred tax assets	(1.1)	—
Net deferred tax assets	0.1	7.3
Net deferred tax liabilities	$ (0.2)	$ (92.6)

The Successor is taxed as a partnership for federal income tax purposes. Its two foreign wholly-owned subsidiaries are taxable corporations in the countries in which they operate. Federal income tax laws provide that partnership income is includable in the taxable income of its partners. Accordingly, no provision for U.S. federal income taxes of the Successor has been included in the financial statements for the period July 1, 2006 through December 31, 2006.

BCH has municipality-apportioned net operating loss carryforwards of $4.8 million which may be offset against future taxable income in certain municipalities in which BCH operates, which expire in 2011. Further, BCH has a net operating loss carryforward for Canadian tax purposes of approximately $2.2 million. A valuation allowance of $1.1 million has been established against the Canadian net operating loss carryforward and the other net Canadian deferred tax assets based upon management's determination that the criteria has not been met which would allow recognition of this tax benefit.

The components of BCH's income tax expense for the periods are as follows:

	Successor	Predecessor		
	July 1, 2006 through December 31, 2006	January 1, 2006 through June 30, 2006	Year Ended December 31, 2005	Year Ended December 31, 2004
		In millions		
Current:				
Federal	$ —	$ 14.3	$ 26.6	$ 16.5
State and local	0.1	2.2	5.3	3.3
Foreign	0.5	—	—	—
Total current expense	0.6	16.5	31.9	19.8
Deferred:				
Federal	—	(9.4)	(9.2)	4.2
State and local	(0.1)	(1.3)	(1.8)	0.8
Foreign	—	—	—	—
Total deferred benefit	(0.1)	(10.7)	(11.0)	5.0
Total income tax expense	$ 0.5	$ 5.8	$ 20.9	$ 24.8

The Successor made income tax payments of $0.4 million during the period July 1, 2006 through December 31, 2006. During the period January 1, 2006 through June 30, 2006 and the years ended December 31, 2005 and 2004, the Predecessor made income tax payments of $17.1 million, $32.1 million and $20.1 million, respectively, which are included in intercompany settlements in the SSCE investment.

The Successor is taxed as a partnership for federal income tax purposes and therefore its effective income tax rate is based on state, local and other taxes. The effective income tax rate of 40% for 2005 and 39.7% for 2004 for the Predecessor includes the U.S. federal statutory rate of 35% in addition to state, local and other taxes of 5.0% and 4.7%, respectively.

13. Employee Benefit Plans

Defined Benefit Plans

BCH sponsors noncontributory defined benefit pension plans covering substantially all U.S. employees. BCH also sponsors noncontributory and contributory defined benefit pension plans for its Canadian operations. Certain salaried and hourly employees also participate in health care and postretirement defined benefit plans.

Substantially all employees of the Predecessor participated in noncontributory defined benefit pension plans offered by SSCE. Salaried and certain hourly employees also participated in certain health care and postretirement benefits offered by SSCE. The expense allocated by SSCE to the Predecessor for these pension and postretirement medical plans was $12.3 million, $21.6 million and $22.3 million for the six months ended June 30, 2006 and the years ended December 31, 2005 and 2004, respectively. The net benefit obligation, plan assets and funded status for the Predecessor under these plans have not been separately determined by SSCE, and therefore, the accompanying December 31, 2005 balance sheet does not include an account balance related to these plans.

Salaried and hourly employees of the Predecessor also participated in voluntary savings plans offered by SSCE. BCH match for salaried employees of the Predecessor was paid in SSCC common stock, up to an annual maximum.

The Successor's pension plans' weighted-average asset allocations at December 31, 2006 by asset category are as follows:

	U.S. Plans	Canadian Plans
Cash Equivalents	7%	13%
Debt Securities	20%	32%
Equity Securities	61%	55%
Alternative Asset Classes	12%	—
Total	100%	100%

The primary objective of BCH's investment policy is to provide eligible employees with scheduled pension benefits. The basic strategy of this investment policy is to earn the highest risk adjusted rate of return on assets consistent with prudent investor standards identified in the Employee Retirement Income Security Act of 1974 for the U.S. plans and the Quebec Supplemental Pension Plans Act and other applicable legislation in Canada for the Canadian plans. In identifying the target asset allocation that would best meet the above policy, consideration is given to a number of factors including the various pension plans' demographic characteristics, the long-term nature of the liabilities, the sensitivity of the liabilities to interest rates and inflation, the long-term return expectations and risks associated with key asset classes as well as their return correlation with each other, diversification among asset classes and other practical considerations for investing in certain asset classes. The target asset allocation for the pension plans during a complete market cycle is as follows:

Equity Securities	30 to 95%
Cash	0 to 60%
Debt Securities	0 to 28%
Alternative Asset Classes	0 to 35%

The following provides a reconciliation of the aggregate benefit obligations, plan assets and funded status of the Successor's defined benefit pension and post-retirement plans as of December 31, 2006:

	Defined Benefit Plans	Postretirement Plans
	In millions	
Change in benefit obligation:		
Benefit Obligation at July 1	$ 21.5	$ 12.1
Benefit Obligation from Field acquisition	17.0	—
Service Cost	2.9	0.2
Interest Cost	1.1	0.4
Actuarial Loss	4.5	1.2
Plan Participants Contributions	0.1	—
Benefits Paid	(0.7)	—
Benefits Obligation at December 31	$ 46.4	$ 13.9
Change in plan assets:		
Fair Value of Plan Assets at July 1	$ 21.7	$ —
Actual Return on Plan Assets	1.6	—
Employer Contributions	1.8	—
Plan Participants' Contributions	0.1	—
Benefits Paid	(0.7)	—
Foreign Currency Rate Changes	—	—
Fair Value of Plan Assets at December 31	24.5	—
Underfunded Status	$ (21.9)	$ (13.9)
Amounts recognized in the balance sheets:		
Accrued Benefit Liability	$ (21.9)	$ (13.9)
Accumulated Other Comprehensive Loss	3.7	1.2
Net Amount Recognized	$ (18.2)	$ (12.7)

The Successor's increase in the minimum pension liability, included in other comprehensive (income) loss, was $4.9 million for the period July 1, 2006 through December 31, 2006. The Successor's accumulated benefit obligation for all defined benefit pension plans was $41.8 million at December 31, 2006.

The components of net periodic benefit cost for the defined benefit and postretirement benefit plans for the period July 1, 2006 through December 31, 2006 are as follows:

	Defined Benefit Plans	Postretirement Plans
	In millions	
Service Cost	$ 2.9	$ 0.2
Interest Cost	1.1	0.4
Expected Return on Plan Assets	(0.7)	—
Provision for Administrative Expense	—	—
Net Periodic Benefit Cost	$ 3.3	$ 0.6

The weighted average assumptions used to determine the benefit obligations are as follows:

	Defined Benefit Plans	Postretirement Plans
U.S. Plans		
Discount Rate	5.75%	5.75%
Rate of Compensation Increase	4.00%	4.00%
Foreign Plans		
Discount Rate	5.00%	5.00%
Rate of Compensation Increase	2.50 — 3.95%	2.50 — 3.95%

The weighted average assumptions used to determine net periodic benefit cost are as follows:

	Defined Benefit Plans	Postretirement Plans
U.S. Plans		
Discount Rate	6.00 — 6.25%	6.25%
Expected Long-Term Return or Plan Assets	8.00 — 8.50%	8.00%
Rate of Compensation Increase	4.00%	4.00%
Foreign Plans		
Discount Rate	5.00%	5.00%
Expected Long-Term Return or Plan Assets	7.00%	7.00%
Rate of Compensation Increase	2.50 — 3.95%	2.50 — 3.95%

The Successor's health care cost trend rate assumption is 12% and 9.5% for its foreign and domestic plans, respectively, grading down by 1% annually to an ultimate rate of 5%.

The fundamental assumptions which support the expected rate of return on plan assets are the cumulative effect of several estimates, including the anticipated yield on debt securities, the long term return on equity securities and active investment management.

BCH expects to make contributions as necessary to meet minimum funding requirements to its various benefit plans in 2007 totaling $4.4 million.

Expected Future Benefit Plan Payments

Expected future benefit plan payments to participants, which reflect expected future service, are as follows:

	Defined Benefit Plans	Postretirement Plans
	In millions	
2007	$ 1.7	$ 0.4
2008	2.0	0.6
2009	2.2	0.8
2010	2.4	0.9
2011	2.6	1.0
Thereafter	16.8	5.6

Savings Plans: BCH sponsors voluntary savings plans (primarily 401k plans) covering substantially all salaried and certain hourly employees. The Successor's expense for the savings plans totaled $2.0 million for the period of July 1, 2006 through December 31, 2006. The Predecessor's expense for the savings plans

totaled $2.7 million, $4.4 million and $4.3 million for the six months ended June 30, 2006 and the years ended December 31, 2005 and 2004, respectively.

Supplemental defined contribution plan: In connection with the CPD acquisition, BCH intends to establish a supplemental defined contribution plan for the salaried employees of CPD, to replace benefits previously provided by a similar plan provided by SSCE. Although the documents to establish the plan have not been finalized, BCH has accrued $3.0 million as of December 31, 2006 as the estimated cost of the plan benefits.

Multi-employer benefit plans: The Predecessor's contributions to multi-employer benefit plans totaled $0.9 million, $1.8 million and $1.7 million for the six months ended June 30, 2006 and the years ended December 31, 2005 and 2004, respectively. The Successor's contributions to such plans totaled $0.8 million for the six months ended December 31, 2006.

14. Accumulated Other Comprehensive (Loss)

The components of accumulated other comprehensive (loss) is as follows:

	December 31,		
	Successor 2006	Predecessor 2005	Predecessor 2004
		In millions	
Net Loss on Derivative Instruments	$ (2.1)	$ —	$ —
Pension and Postretirement	(4.9)	—	—
Foreign Currency Translation Adjustments	—	—	—
Accumulated Other Comprehensive Loss	$ (7.0)	$ —	$ —

15. Related Party Transactions

Coincident with the CPD acquisition, the Successor entered into a Transitional Services Agreement (TSA) with SSCE in which SSCE agreed to provide certain administrative services through March 31, 2007. Altivity may terminate any of the services at any time upon thirty days notice or elect to extend the agreement on a monthly basis for up to nine additional months. The TSA expense incurred during 2006 totaled $6.4 million.

BCH paid TPG one-time transaction fees in connection with the CPD and Field acquisitions of $12.0 million and $3.0 million, respectively. BCH has also contracted with TPG to provide management and consulting services for $3.0 million per year, payable quarterly. Fees for services provided in 2006 totaled $1.5 million.

The Successor purchases packaging material from a vendor which is owned by a family member of a member of Altivity's Board of Directors. Purchases in 2006 totaled $0.8 million. The balance due the vendor at December 31, 2006 was $0.3 million. The Successor also leases certain facilities from two entities owned by a member of Altivity's Board of Directors. Lease expense in 2006 totaled $0.5 million.

Predecessor transactions with SSCE and Affiliates: Transactions with SSCE and affiliates for the six months ended June 30, 2006 and the year ended December 31, 2005 and 2004 were as follows:

	Six Months Ended June 30, 2006	Year Ended December 31, 2005	Year Ended December 31, 2004
	In millions		
Product sales to SSCE	$ 2.5	$ 3.5	$ 4.7
Product purchases from SSCE	108.2	199.9	201.1
Common costs allocated to BCH for:			
Employee benefits			
Medical	20.7	41.9	41.2
Pension	10.8	17.9	17.2
401(k) matching distributions	2.2	3.6	3.5
Postretirement medical	1.5	3.7	5.1
Worker's compensation	2.0	4.0	3.8
Property insurance	0.8	2.1	1.9
Natural gas hedging realized losses (gains)	0.4	(3.9)	(0.5)
Stock compensation cost	2.4	2.6	1.5

Product sales to SSCE relate primarily to the sales of colored films and specialty laminations to SSCE corrugated facilities. Purchases from SSCE relate primarily to kraft paper, bleached linerboard, corrugated boxes and recycled fiber. The Predecessor purchased product from other divisions or segments within SSCE at agreed-upon transfer prices. Management believes the transfer prices approximate market value; however, the Predecessor did not routinely bid these purchases to external parties to obtain the lowest possible price due to the integrated nature of SSCE's operations.

SSCE allocated certain common costs for insurance and other employee benefit costs to the Predecessor based on direct salaries and headcount. These benefits primarily included participation in a noncontributory defined benefit pension plan and health care and life insurance benefit plans sponsored by SSCE. Since the employees of the Predecessor represented only a portion of the SSCE benefit plan participants, the net benefit obligation, plan assets and funded status of these plans are the obligation of SSCE and as such are not reflected in these financial statements.

SSCE also allocated the realized gains or losses from SSCE's natural gas hedging program. SSCE used derivative instruments, including fixed price swaps and options, to manage fluctuations in cash flows resulting from commodity price risk in the procurement of natural gas. The objective was to fix the price of a portion of the Predecessor's purchases of natural gas used in the manufacturing process. The changes in the market value of such derivative instruments had historically been highly effective at offsetting changes in price of the hedged item. Changes in the fair value of derivatives which qualify as hedges were deferred until the hedged item was recognized in earnings. The Predecessor was allocated $0.4 million in realized losses for the six months ended June 30, 2006 and $3.9 million and $0.5 million in realized gains for the years ended December 31, 2005 and 2004, respectively, for derivative contracts related to hedged items recognized in earnings during the respective periods, based on the Predecessor's proportionate share of natural gas consumption.

Stock compensation expense related to stock options and restricted stock units granted to certain officers and key managers of the Predecessor under the various stock-based compensation plans sponsored by SSCC were allocated to the Predecessor directly based on those employees.

SSCE provided general management services to the Predecessor through corporate departments, which included information systems, treasury, accounting, human resources, tax, risk management, certain legal services, internal audit and other indirect administrative functions. The cost of matching contributions for a voluntary savings plan offered by SSCE, which is paid in SSCC common stock, is included in these corporate costs. In addition, the SSCE Consumer Packaging Division provided certain additional management services related to the operations of the Predecessor. In consideration for these management services, the Predecessor was allocated a portion of SSCE's actual corporate and division costs using an established formula. The formula was based upon the Predecessor's utilization of the employees, property, plant and equipment and contribution to total sales.

In the opinion of management, the Predecessor has been allocated its proportionate share of SSCE's shared costs utilizing these methods. However, the common costs allocated to the Predecessor are not necessarily indicative of the costs that would have been incurred if the Predecessor were operated as a stand-alone business.

Centralized Finance Organization: SSCE utilized a centralized cash management system whereby the Predecessor's cash requirements are provided directly by SSCE. Similarly, cash generated by the Predecessor was remitted directly to SSCE. All charges and allocations of costs for functions and services provided by SSCE were deemed paid by the Predecessor, in cash, in the period in which the cost is recorded in these financial statements. Intercompany balances with SSCE, net of any settlements, are included in the SSCE investment.

The Predecessor participated in an accounts receivable discounting program sponsored by SSCE, which provided for the sale of certain trade receivables of the Predecessor. The qualifying trade receivables of the Predecessor were transferred to SSCE at face value and then sold without recourse to qualifying special purpose entities. As a result, the accompanying Predecessor balance sheet does not include these trade receivables.

SSCE does not have indebtedness directly attributable to the assets of the Predecessor, except for an industrial revenue bond of $10.0 million and other debt of $4.9 million discussed in Note 9. As such, the related indebtedness and interest expense have been allocated to the Predecessor. No other indebtedness or related interest expense has been allocated to the Predecessor. The Predecessor's assets were included in the general assets of SSCE and its subsidiaries and were pledged as collateral for the SSCE bank credit facility which included approximately $1,266.0 million in term loans outstanding and $245.0 million in outstanding revolving credit facilities at December 31, 2005.

16. Contingencies and Other Matters

Altivity is engaged in various litigation, environmental contingencies and other legal matters in the normal course of its business none of which, in the opinion of management, are expected to result in an outcome materially adverse to the financial condition of Altivity.

Approximately 59% of Altivity's hourly labor (47% of its total employees) have employment agreements obtained through collective bargaining.

17. Business Segment Information

Altivity has three reportable segments: (1) Folding Carton and Paperboard, (2) Multi-wall Bag and (3) Flexible Packaging/Label. Each segment is a strategic business unit, separately managed and manufacturing distinct products. The Folding Carton and Paperboard segment is highly integrated and includes a system of mills and plants that produces a broad range of coated recycled boxboard convertible into folding cartons. Folding cartons are used primarily to protect products, such as food, detergents, paper products, beverages, and health and beauty aids, while providing point of purchase advertising. The Multi-wall Bag segment converts

kraft and specialty paper into multi-wall bags, consumer bags and specialty retail bags. The bags are designed to ship and protect a wide range of industrial and consumer products including fertilizers, chemicals, concrete and pet and food products. The Flexible Packaging/Label segment converts a wide variety of technologically advanced films for use in the food, pharmaceutical and industrial end-markets. Flexible packaging paper and metallicized paper labels and heat transfer labels are used in a wide range of consumer applications.

The accounting policies of the reportable segments are the same as those described in the summary of significant accounting policies. Intersegment sales and transfers are recorded at agreed upon transfer prices. Management believes the transfer prices approximate market value.

	Folding Carton and Paperboard	Multi-wall Bag	Flexible Packaging/ Label	Corporate and Other	Total
			In millions		
Successor					
Six months ended December 31, 2006					
Revenues from External Customers	$ 607.0	$ 238.8	$ 107.0	$ 11.4	$ 964.2
Intersegment Revenues	—	—	9.9	4.4	14.3
Depreciation and Amortization	25.9	5.7	3.6	7.3	42.5
Interest Expense, net	4.1	3.1	1.3	37.3	45.8
Segment Profit	39.8	21.4	2.8	(117.0)	(53.0)
Expenditures for Long-Lived Assets	5.0	11.8	4.3	0.3	21.4
Predecessor					
Six months ended June 30, 2006					
Revenues from External Customers	$ 443.4	$ 233.4	$ 112.6	$ —	$ 789.4
Intersegment Revenues	—	—	10.8	—	10.8
Depreciation and Amortization	13.8	4.1	2.5	—	20.4
Interest Expense, net	0.5	0.1	—	—	0.6
Segment Profit	4.1	6.6	3.8	—	14.5
Expenditures for Long-Lived Assets	21.6	8.9	8.5	—	39.0
Predecessor					
Year ended December 31, 2005					
Revenues from External Customers	$ 903.1	$ 469.3	$ 212.0	$ —	$ 1,584.4
Intersegment Revenues	—	—	17.1	—	17.1
Depreciation and Amortization	27.9	8.7	3.8	—	40.4
Restructuring Expense	4.8	0.2	—	—	5.0
Interest Expense, net	0.9	0.3	—	—	1.2
Segment Profit	22.4	18.1	11.8	—	52.3
Expenditures for Long-Lived Assets	15.0	12.7	10.2	—	37.9

	Folding Carton and Paperboard	Multi-wall Bag	Flexible Packaging/ Label	Corporate and Other	Total
			In millions		
Predecessor					
Year ended December 31, 2004					
Revenues from External Customers	$ 868.0	$ 478.5	$ 194.7	$ —	$ 1,541.2
Intersegment Revenues	0.1	—	19.3	—	19.4
Depreciation and Amortization	27.6	7.2	4.7	—	39.5
Restructuring Expense	1.1	0.8	—	—	1.9
Interest Expense, net	0.8	0.1	—	—	0.9
Segment Profit	26.9	21.5	14.0	—	62.4
Expenditures for Long-Lived Assets	15.1	11.5	4.9	—	31.5

The following table presents net sales to external customers by country of origin:

	Successor	Predecessor		
	July 1, 2006 through December 31, 2006	January 1, 2006 through June 30, 2006	Year Ended December 31, 2005	Year Ended December 31, 2004
		In millions		
United States	$ 924.8	$ 756.3	$ 1,527.9	$ 1,493.1
Foreign	39.4	33.1	56.5	48.1
Total Net Sales	$ 964.2	$ 789.4	$ 1,584.4	$ 1,541.2

The Successor had export sales from the United States of approximately $44.1 million for the six months ended December 31, 2006. The Predecessor had export sales from the United States of approximately $34.9 million for the six months ended June 30, 2006 and $67.7 million for the year ended December 31, 2005.

18. Equity Compensation Plan

BCH Management, LLC was formed in February 2007 and acquired a 1.34% ownership interest in BCH. The members of BCH Management, LLC are certain of the officers and executive management of Altivity, who have acquired ownership interests enabling them to share in the future growth and appreciation of Altivity.

19. Merger and Integration Cost Impact on Operations

The fair values of the inventory acquired in connection with the CPD and Field acquisitions exceeded the net book values of the inventory of the sellers by $36.8 million. This amount was recognized in costs of good sold during the six months ended December 31, 2006.

The Successor incurred significant additional costs in connection with the process of merging CPD and the Field Companies. Included in selling, general and administrative expenses are integration costs attributable to establishing new corporate departments, legal fees, recruiting, travel, consulting, severance and relocations.

BLUEGRASS CONTAINER HOLDINGS, LLC

CONDENSED BALANCE SHEETS

	Successor	
	As of September 30, 2007 (Unaudited)	As of December 31, 2006
	In millions	
ASSETS		
Current Assets:		
Cash and Equivalents	$ 85.9	$ 99.2
Receivables, Net	207.1	185.8
Inventories	229.8	231.3
Other Current Assets	13.6	10.7
Total Current Assets	536.4	527.0
Property, Plant and Equipment, Net	620.6	621.6
Goodwill	370.7	358.9
Intangible Assets, Net	127.0	134.3
Deferred Debt Issue Costs	20.0	22.5
Other Assets	5.1	6.9
Total Assets	$ 1,679.8	$ 1,671.2
LIABILITIES		
Current Liabilities:		
Short-Term Debt	$ 10.5	$ 10.5
Accounts Payable	154.0	145.2
Accrued Liabilities	69.4	70.1
Restructuring	17.3	6.9
Deferred Income Taxes	—	—
Total Current Liabilities	251.2	232.7
Long-Term Debt	1,146.5	1,152.8
Deferred Tax Liabilities	0.2	0.2
Accrued Pension and Postretirement Benefits	41.8	35.8
Other Noncurrent Liabilities	7.6	5.2
Total Liabilities	1,447.3	1,426.7
EQUITY		
Smurfit-Stone Container Enterprises, Inc. Investment	—	—
Contributed Capital	305.0	305.0
Accumulated Deficit	(61.4)	(53.5)
Accumulated Other Comprehensive Loss	(11.1)	(7.0)
Total Equity	232.5	244.5
Total Liabilities and Equity	$ 1,679.8	$ 1,671.2

The accompanying notes are an integral part of the financial statements.

BLUEGRASS CONTAINER HOLDINGS, LLC

CONDENSED STATEMENTS OF OPERATIONS
(Unaudited)

	Successor Three Months Ended September 30, 2007	Successor Three Months Ended September 30, 2006	Successor Nine Months Ended September 30, 2007	Successor Three Months Ended September 30, 2006	Predecessor Six Months Ended June 30, 2006
Net Sales	$ 527.4	$ 463.0	$ 1,527.7	$ 463.0	$ 789.4
Cost of Sales	451.6	416.0	1,321.8	416.0	699.0
Selling, General and Administrative	44.6	37.0	141.5	37.0	75.4
Gain on Sale of Assets	(0.4)	—	(0.1)	—	(0.1)
Gain on Insurance Claim	—	—	(1.3)	—	—
Income from Operations	31.6	10.0	65.8	10.0	15.1
Interest Income	1.1	1.4	3.5	1.4	—
Interest Expense	(25.2)	(23.4)	(75.1)	(23.4)	(0.6)
Other (Expense) Income, Net	(0.4)	1.0	(0.5)	1.0	—
Income (Loss) before Income Taxes	7.1	(11.0)	(6.3)	(11.0)	14.5
Income Tax Expense	(0.5)	(0.3)	(1.6)	(0.3)	(5.8)
Net (Loss) Income	$ 6.6	$ (11.3)	$ (7.9)	$ (11.3)	$ 8.7

The accompanying notes are an integral part of the financial statements.

BLUEGRASS CONTAINER HOLDINGS, LLC

CONDENSED STATEMENTS OF CASH FLOWS
(Unaudited)

	Successor Nine Months Ended September 30, 2007	Successor Three Months Ended September 30, 2006	Predecessor Six Months Ended June 30, 2006
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net (Loss) Income	$ (7.9)	$ (11.3)	$ 8.7
Noncash Items Included in Net (Loss) Income:			
Depreciation and Amortization	67.7	17.7	20.4
Deferred Income Taxes	—	—	(10.7)
Amortization of Deferred Debt Issuance Costs	2.5	1.1	—
Asset Retirements Loss (Gain)	(0.1)	—	(0.1)
Changes in Operating Assets and Liabilities:			
Accounts Receivable, Net	(18.2)	(168.1)	3.6
Inventories	0.4	7.3	(8.4)
Prepaid Expenses and Other Current Assets	(2.8)	(1.9)	(2.2)
Accounts Payable and Accrued Liabilities	9.0	78.5	(12.9)
Other, Net	(0.9)	(2.6)	0.1
Net Cash Provided By (Used For) Operating Activities	49.7	(79.3)	(1.5)
CASH FLOWS FROM INVESTING ACTIVITIES:			
Capital Expenditures	(53.8)	(8.9)	(39.0)
Acquisition Related Payments	(6.3)	(333.1)	—
Proceeds from Disposal of Property/Other	3.4	—	0.3
Net Cash Used in Investing Activities	(56.7)	(342.0)	(38.7)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Net (Repayments) Borrowings of Long-term Debt	(6.3)	269.5	0.1
Capital Contribution From Parent	9.2	65.0	—
Distribution to Parent	(9.2)	—	—
Net Advances from SSCE	—	—	40.1
Deferred Debt Issuance Costs	—	(0.4)	—
Net Cash (Used For) Provided by Financing Activities	(6.3)	334.1	40.2
Decrease in Cash and Cash Equivalents	(13.3)	(87.2)	—
Cash and Cash Equivalents Beginning of Period	99.2	164.5	—
Cash and Cash Equivalents End of Period	$ 85.9	$ 77.3	—

The accompanying notes are an integral part of the financial statements.

BLUEGRASS CONTAINER HOLDINGS, LLC

Notes to Condensed Financial Statements

1. Organization

Altivity Packaging, LLC (formerly known as Bluegrass Container Company, LLC) (“Altivity,” or “Successor”), a Delaware limited liability company and a wholly-owned subsidiary of Bluegrass Container Holdings, LLC (“BCH” or the “Company”), purchased substantially all of the assets of the Consumer Packaging Division (“CPD” or the “Predecessor”) of Smurfit-Stone Container Enterprises, Inc. (“SSCE”), a wholly-owned subsidiary of Smurfit-Stone Container Corporation (“SSCC”) (the “CPD acquisition”). BCH is majority-owned by investment vehicles affiliated with TPG Capital, L.P. (“TPG”). Altivity completed the CPD acquisition on June 30, 2006. In October 2006, the acquisition price was reduced $5.0 million as a result of the finalization of the working capital adjustments. The net assets acquired totaled $946.2 million which, net of the working capital adjustment of $5.0 million and other transaction costs of $40.2 million, resulted in a net payment to SSCE of $911.0 million.

On August 16, 2006, Altivity completed the acquisition of substantially all of the operational assets of Field Holdings, Inc., a Delaware corporation, Field Container Company, L.P., a Delaware limited partnership, and Field Container Management Corporation, a Delaware corporation (the “Field Companies”). In September 2006, the acquisition price was increased as a result of the finalization of the working capital adjustments. The net assets acquired totaled $335.3 million (net of $5.0 million in retained liabilities), which included a net working capital adjustment of $2.1 million, other transaction costs of $13.2 million, and the repayment of the Field Companies’ indebtedness of $92.9 million.

BCH conducts no significant business and has no independent assets or operations other than its ownership of Altivity.

The purchase price for both the CPD acquisition and the Field acquisition exceeded the fair value of the underlying assets acquired and liabilities assumed due to the expectation by BCH of enhancing the profits of the combined entities through the realization of synergistic efficiencies, optimization of the combined assets, enhanced productivity and numerous cost reduction efforts.

2. Basis of Presentation

Prior to the CPD acquisition**,** the Predecessor was an operating unit of SSCE and not a separate legal entity. As such, the accompanying financial statements of the Predecessor consist solely of the combined accounts of the Consumer Packaging Division of SSCE. The accompanying statements reflect SSCE’s net investment in the Predecessor and include intercompany loans due from SSCE. Significant inter-company accounts and transactions between operations within CPD have been eliminated. In addition, the financial statements include allocations of common costs and general management services from SSCE. All inter-company transactions and balances have been eliminated in consolidation.

In the Company’s opinion, the accompanying financial statements contain all normal recurring adjustments necessary to present fairly the financial position, results of operations and cash flows for the interim periods. The Company’s year end consolidated balance sheet data was derived from audited financial statements. The Company has condensed or omitted certain notes and other information from the interim financial statements presented in this quarterly report. Therefore, these financial statements should be read in conjunction with the Company’s financial statements and accompanying footnotes for the year ended December 31, 2006. In addition, the preparation of the financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

3. Accounting Policies

In September 2006, the FASB issued FASB Staff Position AUG AIR-1, *"Accounting for Planned Major Maintenance Activities"* ("FSP AUG AIR-1") which is effective for fiscal years beginning after December 15, 2006. This position statement eliminates the accrue-in-advance method of accounting for planned major maintenance activities. The Company adopted FSP AUG AIR-1 on January 1, 2007 and changed to the direct expensing method allowed by FSP AUG AIR-1, and has retrospectively adjusted its year-end 2006 financial statements to be in compliance. The adoption of FSP AUG AIR-1 had the effect of increasing (decreasing) net income (loss) for the three months ended March 31 and June 30, 2007 by $1.4 million and $(1.8) million, respectively. The effects of adoption on the 2006 periods were not significant.

In September 2006, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standard ("SFAS") No. 158, "Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans" ("SFAS No. 158"). SFAS No. 158 requires an employer to recognize the over-funded or under-funded status of a defined benefit postretirement plan (other than a multi-employer plan) as an asset or liability in its statement of financial position and to recognize changes in that funded status in the year in which the changes occur through comprehensive income. SFAS No. 158 also requires an employer to measure the funded status of a plan as of the date of its year-end statement of financial position, with limited exceptions. The Company adopted the provisions of SFAS No. 158 at December 31, 2006, which necessitated an increase to accrued pension liabilities and a charge to accumulated comprehensive income of $4.9 million.

In September 2006, the FASB issued SFAS No. 157, *"Fair Value Measurements"* which defines fair value, establishes a framework for measuring fair value in generally accepted accounting principle and expands disclosure about fair value measurements. The statement is effective for fiscal years beginning after November 15, 2007. The Company will adopt this statement on January 1, 2008 and has not yet evaluated the impact that its adoption may have on the Company's financial statements.

The FASB issued, in March 2007, SFAS No. 159, *"The Fair Value Option for Financial Assets and Financial Liabilities"* which allows companies the option to recognize most financial assets and liabilities and certain other items at fair value. The statement is effective for fiscal years beginning after November 15, 2007. The impact that its adoption may have on the Company's financial statements has not yet been evaluated.

Concurrent with establishing the ownership and profits interest plan in February 2007 as discussed in Note 11, the Company adopted Statement of Financial Accounting Standards ("SFAS") 123R, *"Share-Based Payment"* ("SFAS 123R"), using the modified prospective application transition method.

4. Inventories

Inventories at September 30, 2007 and December 31, 2006 were valued at the lower of cost or market under the first-in, first-out method. Inventories consist of the following:

	September 30, 2007	December 31, 2006
	In millions	
Raw Materials and Supplies	$ 74.5	$ 68.7
Work in Progress	30.5	27.6
Finished Products	124.8	135.0
Total Inventories	$ 229.8	$ 231.3

5. Acquisition Activities

BCH determined and reflected in the allocation of the purchase price the fair values of inventories, property, plant and equipment and intangible assets acquired in both the CPD and Field acquisitions, including

patents, trademarks, customer relationships, leases and supply contracts. Additionally, the Company formulated plans to exit or restructure certain activities. Restructuring reserves have been established for employee severance and benefit payments and other plant closure costs for all committed plant closure plans. Severance, benefit and facility closure costs totaling $20.0 million were provided for within the restructuring reserve during the nine months ended September 30, 2007. The valuation and integration plans were finalized in June 2007, resulting in an increase to goodwill and a decrease to property, plant and equipment of $10.9 million. In accordance with the terms of the Field Companies purchase agreement, a final purchase price payment to the seller of $6.2 million was charged to goodwill. The purchase accounting for both acquisitions has been finalized.

6. Strategic Initiatives and Restructuring Activities

In conjunction with the CPD acquisition and the Field acquisition, the Company formulated plans to exit or restructure certain activities. Restructuring reserves, initially totaling $8.5 million, were established for employee severance and benefit payments and the cost of three plant closures, two of which were announced and completed in 2006. Restructuring reserves for five additional plant closures were established in June 2007, the cost of which was charged to goodwill.

The severance payments and the activities associated with the plant closures are expected to be substantially completed by December 31, 2008. The table below summarizes the transactions within the restructuring reserve during the period December 31, 2006 through September 30, 2007.

	Severance and Benefits	Facility Closure Costs	Total
		In millions	
Balance at December 31, 2006	$ 5.6	$ 1.3	$ 6.9
Provision	12.9	7.1	20.0
Payments	(8.1)	(1.5)	(9.6)
Balance at September 30, 2007	$ 10.4	$ 6.9	$ 17.3

7. Long-Term Debt

Long-term debt consists of the following:

	September 30, 2007	December 31, 2006
	In millions	
First-Lien Term Loan	$ 816.8	$ 822.9
Second-Lien Term Loan	330.0	330.0
Revolving credit facility	10.0	10.0
Obligations under capitalized leases	0.2	0.4
Total debt	1,157.0	1,163.3
Less: Current portion of long-term debt	(10.5)	(10.5)
Total long-term debt	$ 1,146.5	$ 1,152.8

Bank Credit Facilities

In connection with the CPD acquisition, Altivity and its subsidiaries, Bluegrass Mills Holdings Company, LLC and Altivity Packaging Canada Corp. entered into First-Lien and Second-Lien Credit Agreements on June 30, 2006 (collectively, the “Credit Agreements”). The First-Lien Credit Agreement provides for First-

Lien Term Loans and revolving credit facilities. The Second-Lien Credit Agreement provides for Second-Lien Term Loans. The First-Lien Term Loans are payable in quarterly installments of $2.1 million beginning September 30, 2006 and mature June 28, 2013. The Second-Lien Term Loans mature December 31, 2013.

The U.S. revolving credit facility allows for maximum borrowings of $150 million and includes sub-limits on the issuance of letters of credit and swing line loans. A commitment fee of 0.5% is payable on the unused portion of the facilities. At September 30, 2007, the unused portion, after giving consideration to outstanding letters of credit, was $137.2 million. The Canadian revolving credit facility allows for maximum borrowings of $10 million, which was the outstanding balance as of September 30, 2007. The revolving credit facilities mature June 28, 2013.

Initial borrowings of First-Lien and Second-Lien Term Loans and the revolving credit facilities made in connection with the CPD acquisition were $635 million, $250 million and $10 million, respectively. Borrowings of First-Lien and Second-Lien Term Loans made in connection with the Field acquisition were $190 million and $80 million, respectively.

Borrowings bear interest at rates based on the prime rate or LIBOR plus or minus a floating margin based on the Company's financial performance. The weighted average variable rates of the borrowings under the First-Lien Term Loans, Second-Lien Term Loans and the revolving credit facility as of September 30, 2007 were 7.5%, 10.7% and 7.6%, respectively.

The obligations of the Company under the Credit Agreements are unconditionally guaranteed by Altivity, its U.S. subsidiaries and BCH. The obligations are secured by substantially all assets of the Company and its U.S. subsidiaries, a pledge of the capital stock of the Company and its U.S. subsidiaries and a pledge of 65% of the capital stock of Altivity Packaging Canada Corp. that is directly owned by the Company.

The Credit Agreements contain various covenants and restrictions including the maintenance of certain financial covenants and limitations on; (i) the incurrence of indebtedness, liens, leases and sale-leaseback transactions, (ii) fundamental changes in corporate structure, (iii) dividends, redemptions and repurchases of capital stock, (iv) the sale of assets, (v) investments, (vi) debt repayments and (vii) capital expenditures. The Credit Agreements also require prepayments if the Company exceeds certain cash flow targets, receives proceeds from certain asset sales, receives certain insurance proceeds or incurs certain indebtedness. At September 30, 2007, the Company was in compliance with the financial covenants required by the Credit Agreements.

The Company has entered into interest rate swap contracts effectively fixing the interest rate (before the addition of the floating margin) at 5.1% for a notional amount of $560 million of the First-Lien Term Loans.

Capitalized interest costs totaled nil and $0.3 million for the three months ended September 30, 2007 and 2006, respectively. Capitalized interest costs totaled $0.2 million and $0.9 million for the nine months ended September 30, 2007 and 2006, respectively.

Interest payments made by the Successor totaled $25.2 million and $74.6 million during the three months and nine months ended September 30, 2007, respectively. Interest payments made by SSCE on behalf of the Predecessor totaled $0.1 million and $0.5 million during the three months and six months ended June 30, 2006. Interest payments made by the successor during the three months ended September 30, 2006 totaled $18.3 million.

8. Financial Instruments

The Company's derivative instruments and hedging activities are designated as cash flow hedges and are utilized to minimize exposure to fluctuations in the price of commodities used in its operations and the fluctuation in the interest rate on its variable rate debt.

8. Financial Instruments — (Continued)

Commodity Derivative Instruments: The Company uses derivative instruments to manage fluctuations in cash flows resulting from commodity price risk in the procurement of natural gas. The objective is to fix the price of a portion of the Company's purchases of natural gas used in the manufacturing process. The fair value of the commodity derivative agreements is the estimated amount that the Company would pay or receive to terminate the agreements. As of September 30, 2007, the maximum length of time over which the Company is hedging its exposure to the variability in future cash flows associated with natural gas transactions is through June 30, 2008.

The fair value of the Company's commodity derivative instruments at September 30, 2007 was $0.5 million and is included in current accrued liabilities.

Interest Rate Derivative Instruments: The Company is subject to interest rate risk on its long-term variable rate debt. The fair value of the interest rate derivative agreements is the estimated amount that the Company would pay or receive to terminate the agreements.

During the third quarter of 2006, the Company entered into an interest rate swap agreement at a fixed rate of 5.1% and maturing on December 31, 2009 in order to hedge interest risk on its long-term variable debt. The fair value of the Company's interest rate derivative instrument at September 30, 2007 was $5.7 million and is included in other non-current liabilities.

9. Income taxes

The Successor is taxed as a partnership for federal income tax purposes. Its effective tax rate is therefore based on statutory state, local and municipality rates. Its two foreign wholly owned subsidiaries are taxable corporations in the countries in which they operate. Federal income tax laws provide that partnership income is includable in the taxable income of its partners. Accordingly, no provision for U.S. federal income taxes of the Successor has been included in the financial statements.

10. Employee Benefit Plans

Defined Benefit Plans

The Company sponsors noncontributory defined benefit pension plans covering substantially all U.S. employees. The Company also sponsors noncontributory and contributory defined benefit pension plans for its Canadian operations. Certain salaried and hourly employees also participate in health care and postretirement defined benefit plans.

Substantially all employees of the Predecessor participated in noncontributory defined benefit pension plans offered by SSCE. Salaried and certain hourly employees also participated in certain health care and postretirement benefits offered by SSCE. The expense allocated by SSCE to the Predecessor for these pension and postretirement medical plans was $6.1 million and $12.3 million for the three months and six months ended June 30, 2006, respectively. Salaried and hourly employees of the Predecessor also participated in voluntary savings plans offered by SSCE. The Company match for salaried employees of the Predecessor was paid in SSCC common stock, up to an annual maximum.

10. Employee Benefit Plans — (Continued)

The components of net periodic benefit cost for the defined benefit and postretirement benefit plans for the three and nine months ended September 30, 2007 are as follows:

	Defined Benefit Plans		Postretirement Plans	
	Three Months Ended September 30, 2007	Nine Months Ended September 30, 2007	Three Months Ended September 30, 2007	Nine Months Ended September 30, 2007
	In millions			
Service cost	$ 1.8	$ 5.3	$ 0.2	$ 0.4
Interest cost	0.7	2.1	0.2	0.6
Expected return on plan assets	(0.5)	(1.4)	—	—
Provision for administrative expense	—	—	—	—
Amortization of actuarial losses	—	—	—	—
Net periodic benefit cost	$ 2.0	$ 6.0	$ 0.4	$ 1.0

The Company made contributions of $4.6 million to its pension plans during the first nine months of 2007. The Company expects to make contributions of approximately $5.8 million for the full year 2007 which includes contributions of $1.2 million in the fourth quarter to meet 2007 minimum funding requirements to its various benefit plans. The Company's postretirement benefit payments were insignificant during the nine months ending September 30, 2007.

11. Ownership and profits interest plans

BCH Management, LLC was formed in February 2007 and acquired a 1.34% ownership interest in BCH. The members of BCH Management, LLC are certain of the officers and executive management of the Company, who have acquired ownership interests in BCH Management enabling them to share in the future growth and appreciation of the Company. The proceeds of $9.2 million which BCH Management received from the sale of ownership interests were contributed to BCH as additional capital. In July 2007 the amount was distributed to the owners of BCH.

In addition to the ownership interests, the members of BCH Management, LLC have been granted profits interest units in BCH Management, which correspond to profits interest units of BCH. The profits interests have been valued using the Black-Scholes methodology, resulting in an amount charged to compensation expense of $0.3 million and $0.9 million during the three months and nine months ended September 30, 2007, respectively.

12. Comprehensive Income (Loss)

The components of comprehensive income (loss) is as follows:

	Three Months Ended September 30		Nine Months Ended September 30	Three Months Ended September 30	Six Months Ended June 30
	Successor 2007	Successor 2006	Successor 2007	Successor 2006	Predecessor 2006
			In millions		
Net Income (Loss)	$ 6.6	$ (11.3)	$ (7.9)	$ (11.3)	$ 8.7
Other Comprehensive Income (Loss):					
Net Loss on Derivative Instruments	(7.8)	—	(4.1)	—	—
Comprehensive Income (Loss)	$ (1.2)	$ (11.3)	$ (12.0)	$ (11.3)	$ 8.7

13. Contingencies and Other Matters

The Company is engaged in various litigation, environmental contingencies and other legal matters in the normal course of its business none of which, in the opinion of management, are expected to result in an outcome materially adverse to the financial condition of the Company.

14. Business Segment Information

The Company has three reportable segments: (1) Folding Carton and Paperboard, (2) Multi-wall Bag and (3) Flexible Packaging/Label. Each segment is a strategic business unit, separately managed and manufacturing distinct products. The Folding Carton and Paperboard segment is highly integrated and includes a system of mills and plants that produces a broad range of coated recycled boxboard convertible into folding cartons. Folding cartons are used primarily to protect products, such as food, detergents, paper products, beverages, and health and beauty aids, while providing point of purchase advertising. The Multi-wall Bag segment converts kraft and specialty paper into multi-wall bags, consumer bags and specialty retail bags. The bags are designed to ship and protect a wide range of industrial and consumer products including fertilizers, chemicals, concrete and pet and food products. The Flexible/Label Packaging segment converts a wide variety of technologically advanced films for use in the food, pharmaceutical and industrial end-markets. Flexible packaging paper and metallicized paper labels and heat transfer labels are used in a wide range of consumer applications.

The accounting policies of the reportable segments are the same as those described in the summary of significant accounting policies. Intersegment sales and transfers are recorded at agreed upon transfer prices. Management believes the transfer prices approximate market value.

	Successor Nine Months Ended September 30, 2007	Successor Three Months Ended September 30, 2006	Predecessor Six Months Ended June 30, 2006
		In millions	
Net Sales:			
Folding Carton and Coated Recycled Board	$ 987.1	$ 284.0	$ 443.4
Multi-Wall Bag	354.5	120.7	233.4
Flexible Packaging/Label	169.3	56.0	112.6
Corporate/Other	16.8	2.3	—
Total	$ 1,527.7	$ 463.0	$ 789.4
Income (Loss) From Operations:			
Folding Carton and Coated Recycled Board	$ 90.2	$ 21.3	$ 4.6
Multi-Wall Bag	25.0	9.2	6.7
Flexible Packaging/Label	15.5	3.6	3.8
Corporate/Other	(64.9)	(24.1)	—
Total	$ 65.8	$ 10.0	$ 15.1

	Successor Three Months Ended September 30, 2007	Successor Three Months Ended September 30, 2006
	In millions	
Net Sales:		
Folding Carton and Coated Recycled Board	$ 340.9	$ 284.0
Multi-Wall Bag	119.9	120.7
Flexible Packaging/Label	60.7	56.0
Corporate/Other	5.9	2.3
Total	$ 527.4	$ 463.0
Income (Loss) From Operations:		
Folding Carton and Paperboard	$ 34.7	$ 21.3
Multi-Wall Bag	7.8	9.2
Flexible Packaging/Label	8.2	3.6
Corporate/Other	(19.1)	(24.1)
Total	$ 31.6	$ 10.0

15. Subsequent Event

On July 9, 2007, Graphic entered into a transaction agreement and agreement and plan of merger ("transaction agreement") by and among Graphic, Bluegrass Container Holdings, LLC ("BCH"), TPG Bluegrass IV, L.P. ("TPG IV"), TPG Bluegrass IV-AIV 2, L.P. ("TPG IV-AIV"), TPG Bluegrass V, L.P. ("TPG V"), TPG Bluegrass V-AIV 2, L.P. ("TPG V-AIV"), Field Holdings, Inc. ("Field Holdings"), TPG FOF V-A, L.P. ("FOF V-A"), TPG FOF V-B, L.P. ("FOF V-B"), BCH Management, LLC (together with Field Holdings, TPG IV, TPG IV-AIV, TPG V, TPG V-AIV, FOF V-A, FOF V-B and any transferee of their interests in BCH, the "Sellers"), New Giant Corporation, a wholly-owned subsidiary of Graphic ("New Graphic"), and Giant Merger Sub, Inc., a wholly-owned subsidiary of New Graphic ("Merger Sub"). Under the terms of the transaction agreement, Merger Sub will be merged with and into Graphic (the "merger"), and Graphic will become a wholly-owned subsidiary of New Graphic. As a result of the merger, each issued and outstanding share of Graphic's common stock will be converted into the right to receive one newly issued share of New Graphic common stock. The transaction agreement also provides for each Seller to exchange BCH equity interests owned by each Seller for newly issued shares of New Graphic common stock (the "exchange," and together with the merger, the "transactions"). Contemporaneously with the closing of the transactions, New Graphic expects to take certain reorganization steps such that BCH will become a wholly-owned subsidiary of Graphic Packaging International, Inc., a direct, wholly-owned subsidiary of Graphic.

The effect of the transactions and post-closing reorganization is that New Graphic will directly hold all of the equity of Graphic and indirectly hold all of the equity interests of BCH. Graphic's current stockholders will initially own approximately 59.4% of New Graphic's common stock, while the equity holders of BCH will initially own approximately 40.6% of New Graphic's common stock, each calculated on a fully diluted basis.

Exhibit 99.5

UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

The following unaudited pro forma condensed combined statements of operations of New Graphic for the year ended December 31, 2006 and for the nine months ended September 30, 2007 give effect to the transactions and the Field acquisition as if they had been completed on January 1, 2006. The following unaudited pro forma condensed combined balance sheet of New Graphic as of September 30, 2007 gives effect to the transactions as if they had been completed on September 30, 2007.

The unaudited pro forma condensed combined financial information of New Graphic, which has been prepared using the purchase method of accounting for business combinations with Graphic as the acquirer, is based upon the historical financial statements of Graphic and BCH (the holding company of Altivity Packaging, LLC) and does not reflect any of the synergies and cost reductions that may result from the transactions. In addition, this unaudited pro forma condensed combined financial information of New Graphic does not include any transition costs, restructuring costs or recognition of compensation expenses or other one-time charges that may be incurred in connection with integrating the operations of Graphic and BCH.

The unaudited pro forma condensed combined financial statements of New Graphic for the year ended December 31, 2006 and as of and for the nine months ended September 30, 2007 are based on certain assumptions and adjustments by the management of Graphic as discussed in the accompanying Notes to Unaudited Pro Forma Condensed Combined Statements of Operations and accompanying Notes to Unaudited Pro Forma Condensed Combined Balance Sheet and do not purport to reflect what New Graphic's actual results of operations and financial position would have been had each such transaction in fact occurred (i) as of January 1, 2006 (in the case of the unaudited pro forma condensed combined statements of operations for the year ended December 31, 2006 and the nine months ended September 30, 2007) or (ii) as of September 30, 2007 (in the case of the unaudited pro forma condensed combined balance sheet as of September 30, 2007), nor are they necessarily indicative of the results of operations that New Graphic may achieve in the future.

The unaudited pro forma condensed combined financial information of New Graphic set forth below should be read in conjunction with Graphic's "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the financial statements and the notes thereto included in Graphic's Current Report on Form 8-K filed on November 27, 2007, and in Graphic's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2007, each incorporated by reference herein. The pro forma financial information included herein does not include adjustments for any transactions other than the transactions contemplated by the transaction agreement.

The unaudited pro forma condensed combined financial information of New Graphic set forth below should also be read in conjunction with "Summary Historical and Unaudited Pro Forma Condensed Consolidated/Combined Financial Data," the historical financial statements of BCH and "Management's Discussion and Analysis of Financial Condition and Results of Operations" of BCH included in this proxy statement/prospectus. Because of the timing of acquisitions, period-to-period comparisons and analyses of financial condition and results of operations of BCH may not be helpful for understanding the financial and operational performance of BCH as a whole.

The historical results of Graphic and BCH are not necessarily indicative of the results that may be expected for New Graphic for any future period.

In creating the unaudited pro forma condensed combined financial statements, the primary adjustments to the historical financial statements of Graphic and BCH were purchase accounting adjustments, which include adjustments necessary to allocate the purchase price to the tangible and intangible assets and liabilities of BCH based on their estimated fair values.

NEW GIANT CORPORATION

UNAUDITED PRO FORMA CONDENSED COMBINED BALANCE SHEET

	As of September 30, 2007			
	Historical			Condensed
	Graphic	BCH	Pro Forma Adjustments	Pro Forma Combined
		In millions		
ASSETS				
Current Assets:				
Cash and Equivalents	$ 10.2	$ 85.9	$ (26.0)(a)	$ 10.2
			(59.9)(b)	
Receivables, Net	256.9	207.1	(5.5)(c)	458.5
Inventories	310.9	229.8	18.1(d)	558.8
Other Current Assets	25.2	13.6		38.8
Assets Held for Sale	35.8	—		35.8
Total Current Assets	639.0	536.4	(73.3)	1,102.1
Property, Plant and Equipment, Net	1,385.9	620.6	82.4(e)	2,088.9
Goodwill	642.3	370.7	50.2(f)	1,063.2
Intangible Assets, Net	141.8	127.0	348.9(f)	617.7
Deferred Tax Assets	344.5	—		344.5
Other Assets	34.2	25.1	(36.8)(b)	40.5
			18.0(b)	
Total Assets	$ 3,187.7	$ 1,679.8	$ 389.4	$ 5,256.9
LIABILITIES				
Current Liabilities:				
Short Term Debt	$ 18.8	$ 10.5	$	$ 29.3
Accounts Payable	204.5	154.0	(5.5)(c)	353.0
Other Accrued Liabilities	161.8	86.7	7.6(a)	256.1
Liabilities Held for Sale	27.2	—		27.2
Total Current Liabilities	412.3	251.2	2.1	665.6
Long Term Debt	1,930.9	1,146.5	(41.9)(b)	3,035.5
Deferred Tax Liabilities	480.3	0.2		480.5
Accrued Pension and Postretirement Benefits	194.0	41.8		235.8
Other Noncurrent Liabilities	44.9	7.6		52.5
Total Liabilities	$ 3,062.4	$ 1,447.3	$ (39.8)	$ 4,469.9
SHAREHOLDERS' EQUITY				
Preferred Stock	$ —	$ —	$ —	$ —
Contributed Capital	—	305.0	(305.0)(a)	—
Common Stock	2.0	—	0.1(a)	3.5
			1.4(a)	
Capital in Excess of Par Value	1,191.0	—	1.1(a)	1,876.8
			684.7(a)	
Accumulated Deficit	(975.0)	(61.4)	61.4(a)	(1,000.6)
			(8.8)(a)	
			(16.8)(b)	
Accumulated Other Comprehensive Loss	(92.7)	(11.1)	11.1(a)	(92.7)
Total Shareholders' Equity	125.3	232.5	429.2	787.0
Total Liabilities and Shareholders' Equity	$ 3,187.7	$ 1,679.8	$ 389.4	$ 5,256.9

NEW GIANT CORPORATION

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS

	For the Nine Months Ended September 30, 2007			
	Historical		Pro Forma	Condensed Pro Forma
	Graphic	BCH	Adjustments	Combined
	In millions, except per share amounts			
Net Sales	$ 1,819.3	$ 1,527.7	$ (32.5)(c)	$ 3,314.5
Cost of Sales	1,555.6	1,321.8	(32.5)(c)	2,860.9
			6.9(e)	
			9.1(f)	
Selling, General and Administrative	141.5	141.5	8.5(f)	291.5
Research, Development and Engineering	6.7	—		6.7
Other Expense (Income), net	2.1	(1.4)		0.7
Income (Loss) from Operations	113.4	65.8	(24.5)	154.7
Interest Income	0.3	3.5		3.8
Interest Expense	(127.8)	(75.1)	15.2(b)	(187.7)
Other	—	(0.5)		(0.5)
Loss on Early Extinguishment of Debt	(9.5)	—		(9.5)
Loss before Income Taxes and Equity in Net Earnings of Affiliates	(23.6)	(6.3)	(9.3)	(39.2)
Income Tax Expense	(19.1)	(1.6)		(20.7)
Loss before Equity in Net Earnings of Affiliates	(42.7)	(7.9)	(9.3)	(59.9)
Equity in Net Earnings of Affiliates	0.7	—		0.7
Loss from Continuing Operations	$ (42.0)	$ (7.9)	$ (9.3)	$ (59.2)
Income (Loss) Per Share:				
Basic	(0.21)			(0.17)
Diluted	(0.21)			(0.17)
Weighted Average Shares Outstanding:				
Basic	201.7		141.1	342.8
Diluted	201.7		141.1	342.8

NEW GIANT CORPORATION

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS

	For The Year Ended December 31, 2006					
	Historical					
		BCH				
	Graphic	Predecessor Jan. 1- June 30	Successor Jul. 1- Dec. 31	Field Jan. 1- Aug. 16	Pro Forma Adjustments	Condensed Pro Forma Combined
	In millions, except per share amounts					
Net Sales	$ 2,321.7	$ 789.4	$ 964.2	$ 229.2	$ (31.5)(c)	$ 4,273.0
Cost of Sales	2,020.6	699.0	881.3	197.9	(31.5)(c)	3,788.7
					9.2(e)	
					12.2(f)	
Selling, General and Administrative	197.0	75.4	89.7	25.1	11.2(f)	398.4
Research, Development and Engineering	10.8	—	—	—		10.8
Other (Income) Expense, net	(0.5)	(0.1)	—	1.3		0.7
Income (Loss) from Operations	93.8	15.1	(6.8)	4.9	(32.6)	74.4
Interest Income	0.6		2.7	—		3.3
Interest Expense	(172.0)	(0.6)	(48.5)	(3.8)	22.7(b)	(202.2)
Other	—	—	(0.4)	—		(0.4)
(Loss) Income before Income Taxes and Equity in Net Earnings of Affiliates	(77.6)	14.5	(53.0)	1.1	(9.9)	(124.9)
Income Tax Expense	(20.8)	(5.8)	(0.5)	(0.8)		(27.9)
Loss before Equity in Net Earnings of Affiliates	(98.4)	8.7	(53.5)	0.3	(9.9)	(152.8)
Equity in Net Earnings of Affiliates	1.0	—	—	—		1.0
(Loss) Income from Continuing Operations	$ (97.4)	$ 8.7	$ (53.5)	$ 0.3	$ (9.9)	$ (151.8)
Loss Per Share - Continuing Operations:						
Basic	(0.48)					(0.44)
Diluted	(0.48)					(0.44)
Weighted Average Shares Outstanding:						
Basic	201.1				141.1	342.2
Diluted	201.1				141.1	342.2

NEW GIANT CORPORATION

Notes to Unaudited Pro Forma Condensed Combined Financial Statements

Note 1. Basis of Presentation

These unaudited pro forma condensed combined financial statements have been prepared in conformity with accounting principles generally accepted in the United States ("U.S. GAAP") and pursuant to the rules and regulations of the SEC and present the pro forma financial position and results of operations of the combined company based upon historical financial information after giving effect to the transactions, the Field acquisition by BCH, and financing transactions and adjustments described in these footnotes. Certain footnote disclosures normally included in financial statements prepared in accordance with U.S. GAAP have been condensed or omitted pursuant to such rules and regulations.

The unaudited pro forma condensed combined financial statements are presented for informational purposes only. These unaudited pro forma condensed combined financial statements are not necessarily indicative of the results of operations that would have been achieved had the transaction actually taken place at the dates indicated and do not purport to be indicative of New Graphic's future financial position or operating results. The unaudited pro forma condensed combined financial statements should be read in conjunction with the historical financial statements described below.

The pro forma balance sheet was prepared by combining the historical consolidated balance sheet data as of September 30, 2007 of Graphic and BCH, assuming the transactions and related financing transactions had occurred on September 30, 2007. The pro forma statements of operations for the nine months ended September 30, 2007 and the year ended December 31, 2006 have been prepared by combining the consolidated statements of operations for those periods, assuming the transactions and related financing transactions had occurred on January 1, 2006. In addition, the combined pro forma statement of operations for the year ended December 31, 2006 includes the unaudited historical results of the Field Companies for the period January 1, 2006 through August 16, 2006. On August 16, 2006, BCH completed the acquisition of substantially all of the assets of Field Holdings, Inc., a Delaware corporation, Field Container Company, L.P., a Delaware limited partnership, and Field Container Management Corporation, a Delaware corporation (collectively, the "Field Companies"). Subsequent to August 16, 2006, the results of operations of the Field Companies are reflected in the BCH results of operations. Management has included the historical results of the Field Companies as these operations will be part of the ongoing entity.

The transactions will be accounted for using the purchase method of accounting. The transactions are accounted for such that Graphic is treated as the acquirer and BCH as the acquired company. Under the purchase method, the purchase price is allocated to the tangible and intangible assets acquired and liabilities assumed based on their estimated fair values as of the acquisition date. Any excess of the purchase price over the estimated fair value of the net assets acquired (including both tangible and identifiable intangible assets) is allocated to goodwill.

The unaudited pro forma condensed combined financial statements and purchase price allocations have been prepared based on available information and estimates and assumptions that management believes are reasonable. However, the allocation of the purchase price has not been finalized and the actual adjustments to our combined financial statements upon the closing of the transactions will depend on the net assets on the closing date of the transactions. Accordingly, there can be no assurance that the final allocation of the purchase price will not differ from the preliminary allocation reflected in the unaudited pro forma condensed financial combined financial statements. However, management does not believe the final purchase price allocation will differ materially from the preliminary valuation. Management is unaware of any other acquisition-related contingencies that would impact the purchase price allocation or post-acquisition operating results.

The unaudited pro forma condensed combined financial statements do not include any transition costs, restructuring costs or recognition of compensation expenses or other one-time charges that may be incurred in connection with integrating the operations of Graphic and BCH. In addition, synergies and cost reductions that

may result from the transaction have not been reflected in the unaudited pro forma condensed combined financial statements. The initial forecast is to achieve more than $90 million of cost synergies, of which two-thirds are expected to be realized by 2009, through operating and overhead expense reduction, supply chain procurement improvements, facility optimization and manufacturing process improvements.

The unaudited pro forma condensed combined financial statements do not reflect significant operational and administrative cost savings that management of the combined company estimates may be achieved as a result of the transactions.

Note 2. Pro Forma Transactions

On July 9, 2007, Graphic entered into a transaction agreement and agreement and plan of merger (the "transaction agreement") by and among Graphic, Bluegrass Container Holdings, LLC ("BCH"), TPG Bluegrass IV, L.P. ("TPG IV"), TPG Bluegrass IV-AIV 2, L.P. ("TPG IV-AIV"), TPG Bluegrass V, L.P. ("TPG V"), TPG Bluegrass V-AIV 2, L.P. ("TPG V-AIV"), Field Holdings, Inc. ("Field Holdings"), TPG FOF V-A, L.P. ("FOF V-A"), TPG FOF V-B, L.P. ("FOF V-B"), BCH Management, LLC (together with Field Holdings, TPG IV, TPG IV-AIV, TPG V, TPG V-AIV, FOF V-A, FOF V-B and any transferee of their interests in BCH, the "Sellers"), New Giant Corporation, a wholly-owned subsidiary of Graphic ("New Graphic"), and Giant Merger Sub, Inc., a wholly-owned subsidiary of New Graphic ("Merger Sub"). Under the terms of the transaction agreement, Merger Sub will be merged with and into Graphic (the "merger"), and Graphic will become a wholly-owned subsidiary of New Graphic. As a result of the merger, each issued and outstanding share of Graphic's common stock will be converted into the right to receive one newly issued share of New Graphic common stock. The transaction agreement also provides for each Seller to exchange BCH equity interests owned by each Seller for newly issued shares of New Graphic common stock (the "exchange," and together with the merger, the "transactions"). Contemporaneously with the closing of the transactions, New Graphic expects to take certain reorganization steps such that BCH will become a wholly-owned subsidiary of Graphic Packaging International, Inc., a direct, wholly-owned subsidiary of Graphic.

The effect of the transactions and post-closing reorganization is that New Graphic will directly hold all of the equity of Graphic and indirectly hold all of the equity interests of BCH. Graphic's current stockholders will initially own approximately 59.4% of New Graphic's common stock, while the equity holders of BCH will initially own approximately 40.6% of New Graphic's common stock, each calculated on a fully diluted basis.

In connection with the transactions, the combined company intends to refinance the existing bank financing of Graphic and BCH. For accounting purposes, the purchase price of BCH of $1,869.1 million, including assumed debt of $1,157.0 million, is based upon the estimated fair value of 139.4 million shares of New Graphic common stock to be issued in the transactions which approximates $686.1 million plus estimated direct transaction costs to be incurred of approximately $26 million (comprised of Graphic's financial advisory and legal fees and excluding transaction-related expenses). The estimated value of New Graphic common stock of $4.92 per share used in the calculation of the purchase price is based upon available information and management's best estimates as of July 6, 2007. The actual fair value of New Graphic common stock and the purchase price may change subject to final valuation.

The purchase consideration of $1,869.1 million was allocated to assets acquired and liabilities assumed based on their estimated fair value as of the acquisition date. A preliminary allocation of the purchase cost has been made to major categories of assets and liabilities in the accompanying unaudited pro forma condensed combined financial statements based on management's estimates. The final purchase price allocation is dependent on, among other things, the finalization of asset and liability valuations. As of the date of this proxy statement/prospectus, only a preliminary valuation has been completed to estimate the fair values of the assets acquired and liabilities assumed and the related allocation of purchase price. The total estimated purchase price, calculated as described above, has been allocated to the unaudited pro forma condensed combined

balance sheet, to the assets acquired and liabilities assumed based on preliminary estimates of their fair values. A final determination of these fair values will reflect consideration of a final valuation. This final valuation will be based on the actual net tangible and identifiable intangible assets that existed as of the closing date of the transactions. Any final adjustment will change the allocations of purchase price, which could affect the fair value assigned to the assets and liabilities and could result in a change to the unaudited pro forma condensed combined financial statements, including a change to goodwill and a change to the amortization of tangible and identifiable intangible assets. The actual allocation of purchase cost and its effect on results of operations may differ significantly from the pro forma amounts included herein. The excess of the purchase cost over the net tangible and identifiable intangible assets acquired and liabilities assumed has been allocated to goodwill.

The preliminary allocation of the purchase consideration is as follows (in millions):

Estimated Purchase Price	$ 686.1
Estimated Acquisition Costs	26.0
Assumed Debt	1,157.0
Total Estimated Purchase Consideration	$ 1,869.1
Preliminary Allocation of Purchase Price:	
Property, Plant and Equipment	703.0
Inventories	247.9
Customer Relationships	458.5
Patents and Trademarks	8.1
Other Identifiable Intangible Assets(a)	9.3
Deferred Taxes(b)	—
Other Net Assets:	
Cash	85.9
Receivables, Net	207.1
Other Current Assets	13.6
Other Assets	5.1
Accounts Payable	(154.0)
Accrued Liabilities	(86.7)
Other Noncurrent Liabilities	(49.6)
Net Assets Acquired(c)	21.4
Goodwill	420.9
Total Estimated Fair Value of Net Assets Acquired	$ 1,869.1

(a) Includes other identifiable intangible assets consisting of non-compete agreements of $10.1 million, favorable lease agreements of $1.2 million, and unfavorable supply contracts of $2.0 million. The non-compete agreements, which resulted from BCH's acquisitions of CPD and the Field Companies, have estimated remaining lives of 3.2 years and annual amortization expense of $3.2 million.

(b) Graphic recorded deferred taxes of $169.7 million as a result of the step-up in net assets. These deferred taxes were offset by the release of a corresponding amount of the valuation allowance related to deferred tax assets associated with net operating losses of Graphic. As such, there was no impact on goodwill in the purchase price allocation.

(c) At date of acquisition, it was assumed that the book value approximated fair market value.

Note 3. Pro Forma Adjustments for the Acquisition

The unaudited pro forma condensed combined financial statements give effect to the transactions described in Note 2, as if they had occurred on September 30, 2007 for purposes of the unaudited pro forma condensed combined balance sheet and January 1, 2006 for purposes of the unaudited pro forma condensed combined statements of operations. The unaudited pro forma condensed combined statements of operations do not include any material non-recurring charges that will arise as a result of the transactions described in Note 2. Adjustments in the unaudited pro forma condensed combined financial statements are as follows:

a. This adjustment reflects the elimination of the historical equity of BCH and reflects the new equity structure of the combined company, including the following:

- Issuance of 1,725,591 shares of common stock in payment of restricted stock units granted under the Graphic Packaging Corporation 2004 Stock and Incentive Compensation Plan (the "2004 Plan"). Such restricted stock units vest and become payable pursuant to Section 18.1(b) of the 2004 Plan upon a change of control. "Change of Control" is defined in the 2004 Plan to include an acquisition by any person of thirty percent (30%) or more of the combined voting power of the then outstanding voting securities of Graphic entitled to vote generally in the election of directors, which will occur upon the consummation of the merger and the exchange. The unaudited pro forma condensed combined statement of operations does not reflect the $4.2 million non-cash expense nor the $4.6 million cash expense for the vesting and payout of the restricted stock units, as these amounts are directly related to the transactions and are not expected to have a continuing impact on operations.

- Issuance of 139,445,038 shares of common stock to BCH at a share price of $4.92.

- Acquisition costs of approximately $26.0 million.

Upon completion of the transactions, approximately 342.1 million shares of $0.01 par value of combined company common stock would have been outstanding as of September 30, 2007.

b. As contemplated by the commitment letter between Graphic and each of Bank of America, N.A., Goldman Sachs Credit Partners, L.P. and JPMorgan Chase Bank, N.A., the combined company intends to refinance the existing bank financing of Graphic and BCH as follows (in millions):

	Existing Combined Debt at September 30, 2007	Refinanced Pro Forma Combined Debt at September 30, 2007
Bank financing	$ 2,196.5	$ 2,196.5
Senior and senior subordinated notes	850.0	850.0
Revolving credit facilities	50.0	8.1
Other debt	10.2	10.2
Total	$ 3,106.7	$ 3,064.8

Refinanced pro forma combined debt at September 30, 2007 is classified in the unaudited pro forma condensed combined balance sheet as follows:

Short-term debt	$ 29.3
Long-term debt	3,035.5
Total debt	$ 3,064.8

The pro forma adjustments reflect the refinancing of the combined company's bank financing, including the write-off of unamortized debt issuance costs of $36.8 million (representing a write-off of $16.8 million and $20.0 million of Graphic and BCH unamortized debt issuance costs, respectively), and the repayment of

$41.9 million of combined debt which is reflected as a reduction to other assets and cash in the combined balance sheet at September 30, 2007; and the recognition of new debt issuance costs related to the refinancing of $18 million which is reflected as an increase to other assets in the combined balance sheet at September 30, 2007. The new debt issuance costs of $18 million will be amortized using either the effective interest or straight line method depending on the debt instrument to which the costs pertain. Note that the unaudited pro forma condensed combined statement of operations do not reflect the $16.8 million impact of the write-off of the unamortized debt issuance costs as the amount is directly related to the transactions and is not expected to have a continuing impact on operations. Further, the $20.0 million of BCH unamortized debt issuance costs were assigned a fair value of zero in the purchase price allocation and thus are reflected in goodwill because the combined company would not receive any benefits from these costs. As such, there is no impact to the unaudited pro forma condensed combined statement of operations.

The pro forma interest expense adjustments reflect an average variable interest rate of LIBOR +2.25% for the combined company's new bank debt. The pro forma cash interest savings of $9.5 million and $15.4 million for the nine months ended September 30, 2007 and the year ended December 31, 2006, respectively, were increased by the lower amortization of debt issue costs of $5.7 million and $7.3 million, respectively. A 0.125% change in the assumed variable interest rate related to the bank financing, without taking interest rate hedges into account, would change annual pro forma interest expense by approximately $3 million. The total blended interest rate utilized in the pro forma adjustments approximated 8%.

c. During the periods presented, Graphic sold coated unbleached kraft ("CUK") folding boxboard to BCH for use in certain cartons manufactured by BCH. This pro forma adjustment eliminates the sales and cost of goods sold and the respective accounts receivable and accounts payable related to these transactions.

d. Represents a $18.1 million step-up in inventory basis to fair market value of inventories acquired in the transactions. The pro forma combined statement of operations does not reflect the impact on cost of sales of an increase of $18.1 million of the estimated purchase accounting adjustment to value inventories at estimated selling prices less the sum of costs of disposal and a reasonable profit allowance for the selling effort. The amount is directly related to the transactions and is not expected to have a continuing impact on New Graphic's operations. Note that as a result of the Field acquisition by BCH, BCH recognized a step-up in inventory basis to fair market value in the amount of $7.6 million, which is recorded as cost of sales in the historical financial statements of the Successor during the period from July 1, 2006 to December 31, 2006.

e. Property, plant and equipment acquired in the transactions were stepped-up by $82.4 million to fair market value at September 30, 2007. This adjustment of $82.4 million will be depreciated on a straight-line basis over the remaining useful life of the respective assets, which ranges from 3 years to 15 years. The incremental depreciation expense related to the fair market value adjustment approximates $6.9 million and $9.2 million for the nine month period ended September 30, 2007 and the year ended December 31, 2006, respectively, and is reflected in cost of sales in the statements of operations.

f. The fair market value of acquired intangible assets was adjusted as follows at September 30, 2007:

Customer Relationships	$ 344.1
Trademarks and Patents	2.6
Lease and Supply Contracts	2.2
Total fair market value adjustment to intangible assets at September 30, 2007	$ 348.9

This adjustment of $348.9 million will be amortized on a straight-line basis over the remaining useful life of 16 years for customer relationships, 4 years for trademarks and patents, and the remaining contractual period for the lease and supply contracts. Incremental amortization expense recorded for the transactions was $17.6 million and $23.4 million for the nine month period ended September 30, 2007 and the year ended December 31, 2006, respectively, and is reflected in cost of sales and selling, general and administrative in the

statements of operations. In addition, as a result of the transactions, goodwill, which has an indefinite life, is estimated to be $420.9 million, which results in an adjustment of $50.2 million.

g. Represents the estimated tax effect of the pro forma adjustments at a statutory rate of approximately 38.2%. All current federal tax expense has been fully offset by the utilization of Graphic net operating loss carryovers. This also results in a corresponding reduction of Graphic's deferred tax valuation allowance. Graphic has recorded the valuation allowance because it is more likely than not that the deferred tax asset will not be realized.

Note 4. Unaudited Pro Forma Loss Per Share

The following table sets forth the computation of unaudited pro forma basic and diluted loss per share (in millions, except for per share information):

	Year Ended December 31, 2006			Nine Months Ended September 30, 2007		
	Loss	Shares	Per share Amount	Loss	Shares	Per Share Amount
Loss per basic share	$ (151.8)	342.2	$ (0.44)	$ (59.2)	342.8	$ (0.17)
Loss per diluted share	$ (151.8)	342.2	$ (0.44)	$ (59.2)	342.8	$ (0.17)

Shares utilized in the calculation of pro forma basic and diluted loss per share are as follows:

In millions of shares	Year Ended December 31, 2006	Nine Months Ended September 30, 2007
Weighted average Graphic shares outstanding	201.1	201.7
Shares issued in the transactions	139.4	139.4
Shares issued for restricted stock units	1.7	1.7
Total	342.2	342.8

Other potentially dilutive securities consisting of stock options, totaling 12.7 million and 14.9 million for the nine months ended September 30, 2007 and the year ended December 31, 2006, respectively, were excluded from the per share calculations above, because of their anti-dilutive effect.

Exhibit 99.6

We are providing supplemental pro forma financial information of the combined company that includes information relating to the financing of the combination of Graphic Packaging Corporation and Altivity Packaging, LLC.

PRO FORMA SOURCES AND USES

($ in millions)
As of 12/31/07(1)

Sources	Amount	Uses	Amount
Cash on Hand	$ 52.6	Altivity Equity Consideration	$ 686.1
Revolver ($400.0)	0.0	Refinancing or Altivity Revolver(2)	10.0
New Term Loan C	1,200.0	Refinancing of Altivity First Lien Term Loan	812.6
New Graphic Common Stock(1)	686.1	Refinancing of Altivity Second Lien Term Loan	330.0
		Refinancing of Graphic Revolver	11.0
		Transaction Fees and Expenses	89.0
Total Sources	**$ 1,938.7**	**Total Uses**	**$ 1,938.7**

(1) Unaudited

(2) Value based on July 9, 2007 Merger Agreement

(3) Revolver balances are as of 12/31/07

PRO FORMA CAPITALIZATION

($ in millions)
PRO FORMA CAPITALIZATION

	PF Amount 12/31/2007	% of Total Capitalization	PF EBITDA Multiple
Revolver ($400.0)	0.0	0.00%	0.00x
Graphic Existing Term Loan B	1,010.0	26.55%	1.59x
New Term Loan C	1,200.0	31.54%	1.88x
Other Long Term Debt	1.0	0.03%	0.00x
Short Term Debt	6.6	0.17%	0.01x
Total Senior Secured Debt	2,217.6	58.29%	3.48x
8.50 % Senior Unsecured Notes	425.0	11.17%	0.67x
Total Senior Debt	2,642.6	69.46%	4.15x
9.50% Senior Subordinated Notes	425.0	11.17%	0.67x
Total Debt	3,067.6	80.63%	4.82x
Book Equity	736.9	19.37%	1.16x
Total Book Capitalization	$ 3,804.5	100.00%	5.97x
PF FY 2007 Credit Agreement EBITDA(1)(2)	$ 637.1		

(1) Includes $20.0 MM pro forma synergy adjustment to be realized within the first 12-months post-closing

(2) Unaudited

SUMMARY PRO FORMA FINANCIAL INFORMATION

($ in millions)
SUMMARY PRO FORMA FINANCIALS AND CREDIT STATISTICS (1)

	Pro Forma 12/31/2007
Consolidated Net Sales	$ 4,418.0
PF Consolidated Credit Agreement EBITDA	637.1
Consolidated CAPEX	169.2
Interest Expense	248.0
Senior Secured Debt	2,217.6
Total Debt	3,067.6
Senior Secured Debt/EBITDA	3.48x
Funded Debt/EBITDA	4.82x
CA EBITDA/Cash Interest	2.57x
(CA EBITDA — CAPEX)/Cash interest	1.89x

(1) Unaudited

COLLATERAL SUMMARY

($ in millions)

PROFORMA COLLATERAL OVERVIEW AS OF 12/31/07 [1]

Asset	Book Value
Accounts Receivable, Net	$ 394.3
Inventory	566.5
PP&E net of Depreciation	2,169.0
Total	$ 3,129.8
Senior Secured Debt	$ 2,217.6
Senior Debt	$ 2,642.6
Funded Debt	$ 3,067.6
Senior Secured Debt Asset Coverage	1.4 x
Funded Debt Asset Coverage	1.0 x

(1) Unaudited

The following table illustrates the breadth of New Graphic's pro forma business units with a breakdown of revenue and EBITDA by operating division. Together, these four businesses comprise a stable and diversified portfolio of packaging businesses.

	2006	2007
New Graphic (1)		
Altivity Revenues	$1,983	$2,040
Graphic Revenues	2,322	2,421
Altivity EBITDA	85.0	175.8
% Margin	NM	8.6%
Graphic EBITDA	$293.3	$347.0
% Margin	12.6%	14.3%
Paperboard Packaging (2)		
Altivity Revenues	$1,266	$1,316
Graphic Revenues	2,227	2,326
Containboard Multi-wall Bags (2)		
Altivity Revenues	472.2	473.3
Graphic Revenues	94.6	95.3
Specialty Packaging (2)		
Altivity Revenues	219.6	226.5

(1) Pro forma revenues excludes $43.4 MM of inter-company eliminations.

(2) Business unit data excludes corporate overhead allocations

PRO FORMA HISTORICAL FINANCIAL SUMMARY

($ in millions)

NEW GRAPHIC PRO FORMA SUMMARY HISTORICAL FINANCIALS

	Historical			Pro Forma
	12/31/2005(1)	12/31/2006	12/31/2007(2)	12/31/2007(2)
Financial Summary:				
Graphic Net Sales	$ 2,294.3	$ 2,321.7	$ 2,421.2	$ 2,421.2
Altivity Net Sales	1,951.0	1,982.6	2,040.2	2,040.2
(+) Intercompany Eliminations				(43.3)
Consolidated Net Sales	$ 4,245.3	$ 4,304.3	$ 4,461.4	$ 4,418.0
Growth *(%)*	*NA*	*1.4%*	*3.6%*	
Graphic EBITDA	293.2	293.3	347.0	347.0
Altivity EBITDA	124.9	**85.0**	175.8(5)	175.8(5)
Consolidated EBITDA (3)	**418.1**	**378.3**	**522.8**	**522.8**
Margin (%)	*9.8%*	*8.8%*	*11.7%*	*11.8%*
Adjustments (4):				
(+) Graphic Credit Agreement Adjustments			26.9	26.9
(+) Altivity Credit Agreement Adjustments			67.3	67.3
Total Adjustments			94.2	94.2
Graphic Credit Agreement EBITDA			373.9	373.9
Altivity Credit Agreement EBITDA			243.2	243.2(5)
Consolidated Credit Agreement EBITDA (6)			617.1	617.1
PF Synergy Adjustment				20.0
PF Consolidated Credit Agreement EBITDA				637.1
Capital Expenditures:				
Graphic Capital Expenditures				95.9
Altivity Capital Expenditures				73.3
Consolidated CAPEX				169.2
Interest Expense				248.0
Senior Secured Debt				2,217.6
Senior Debt				2,642.6
Total Debt				3,067.6
Book Equity				736.9
Summary Credit Statistics:				
Senior Secured Debt/ EBITDA				3.48x
Senior Debt/EBITDA				4.15X
Funded Debt/EBITDA				4.82x
EBITDA/Cash Interest				2.57x
(EBITDA — CAPEX) /Cash Interest				1.89x

(1) Altivity 12/31/05 performance based on Calendar Year performance for Smurfit Stone Consumer Packaging Division and FY 4/30/2005 performance for Field Container Corporation

(2) Unaudited

(3) EBITDA is defined as net income before interest expense, income tax expense and depreciation and amortization.

(4) Adjustments in accordance with Graphic's credit agreement.

(5) Includes one time non-recurring expenses of $30.4 million.

(6) Credit Agreement EBITDA is defined in the Credit Agreement as consolidated net income before consolidated interest expense, non-cash expenses and charges, total income tax expense, depreciation expense, expense associated with amortization of intangibles and other assets, non-cash provisions for reserves for discontinued operations, extraordinary, unusual or non-recurring gains or losses or charges or credits, gain or loss associated with sale or write-down of assets not in the ordinary course of business, and any income or loss accounted for by the equity method of accounting.

The amounts included in the pro forma historical financial summary related to Altivity were prepared by the management of Altivity and have not been audited.

This pro form historical summary includes items that are not in conformity with GAAP or the rules and regulations of the Securities and Exchange Commission.