

**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): October 1, 2014

GRAPHIC PACKAGING HOLDING COMPANY

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-33988

(Commission File Number)

26-0405422

(IRS Employer
Identification No.)

**1500 Riveredge Parkway, Suite 100
Atlanta, Georgia 30328**

(Address of principal executive offices)

(770) 240-7200

(Registrant's telephone number, including area code)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

On October 1, 2014, Mr. Daniel J. Blount announced that he will retire from Graphic Packaging Holding Company (the “Company”) effective March 1, 2015. Effective January 1, 2015, Mr. Blount will serve as a Special Advisor to the Company until he retires. In connection with Mr. Blount’s announcement, on October 1, 2014, he, the Company and Graphic Packaging International, Inc. entered into an amendment to Mr. Blount’s Amended and Restated Employment Agreement dated November 5, 2009 (the “Amendment”). The purpose of the Amendment is to enhance the strength of the retention component of Mr. Blount’s employment agreement. Pursuant to the Amendment, if Mr. Blount remains employed by the Company through March 1, 2015, he would be entitled to (i) the same severance payments and benefits as if his employment had been terminated by the Company without cause and (ii) a retention bonus of \$1 million.

The foregoing description of the Amendment with Mr. Blount does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, which is attached as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Also effective October 1, 2014, the Company appointed Mr. Stephen R. Scherger, currently the Senior Vice President, Consumer Packaging Division, to the position of Senior Vice President-Finance. The Board of Directors also approved Mr. Scherger’s promotion to the position of Chief Financial Officer and Senior Vice President-Finance, effective January 1, 2015.

Item 8.01. Other Events.

A copy of the press release issued by the Company announcing Mr. Blount’s retirement and Mr. Scherger’s appointment to the position of Senior Vice President – Finance is attached hereto as Exhibit 99.1.

Item 9.01. Financial Statements and Exhibits.

Exhibit No. Description

10.1	Amendment to the Amended and Restated Employment Agreement among Daniel J. Blount, Graphic Packaging International, Inc. and Graphic Packaging Holding Company dated November 5, 2009 effective October 1, 2014.
99.1	Press release dated October 1, 2014 announcing Mr. Daniel J. Blount’s retirement and Mr. Scherger’s appointment to the position of Senior Vice President – Finance.

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/ Lauren S. Tashma
Lauren S. Tashma

Date: October 2, 2014 Senior Vice President, General Counsel and Secretary

Amendment to Daniel J. Blount's Employment Agreement

This Amendment is intended to supplement and not to supersede the Employment Agreement dated November 5, 2009 between Graphic Packaging International, Inc. (the "Company") and Daniel J. Blount ("Executive"). To the extent there is any conflict between the terms of this Amendment and the Employment Agreement, the terms of this Amendment will govern.

The following Paragraphs of the Employment Agreement are hereby replaced, in their entirety, as follows:

2(a) **Term of Employment.** Employer shall continue to employ Executive through and until March 1, 2015 ("Employment Period"), at which point Executive plans to retire.

2(b) **Position and Responsibilities.** Between the effective date of this Agreement and December 31, 2014, Executive shall continue to serve as Chief Financial Officer of Employer and have such duties and responsibilities as are customarily assigned to individuals serving in such position and such other duties consistent with Executive's title and position as the Chairman, President and Chief Executive Officer of Employer specifies from time to time. Effective January 1, 2015, Executive shall serve as a Special Advisor focusing on all remaining financial matters related to the 2014 fiscal year. Executive shall devote all of his skill, knowledge and working time to the conscientious performance of the duties and responsibilities of such positions, except for (i) vacation time as set forth in Section 6(b) and absence for sickness or similar disability and (ii) to the extent that it does not interfere with the performance of Executive's duties hereunder or otherwise violate Employer's code of conduct or similar policies, (A) such reasonable time as may be devoted to service on boards of directors of other corporations and entities, subject to the provisions of Section 9, and the fulfillment of civic responsibilities and (B) such reasonable time as may be necessary from time to time for personal matters. If so elected or designated by the respective shareholders thereof, Executive shall serve as a member of the Boards of Directors of GPHC, Employer and their respective Affiliates during the Employment Period without additional compensation.

7(k) **Payments and Benefits Upon Termination of this Agreement due to Expiration of Executive's Employment Period.**

(i) In consideration for Executive's agreement to this Amendment and subject to Section 7(f)(iii), upon the expiration of Executive's Period of Employment pursuant to Section 2(a), Employer shall pay to Executive the compensation and benefits as outlined below, on the same schedule as outlined in his employment agreement (if applicable):

(A) one (1) year's Base
Salary;

- (B) the full amount of incentive compensation Executive earned for the 2014 calendar year, pursuant to Employer's Management Incentive Plan payable no later than March 1, 2015, assuming approval of the financial results by the Compensation Committee;
- (C) an amount equal to the product of (1) the amount of incentive compensation that would have been payable to Executive for the 2015 calendar year, if Executive had remained employed for the entire calendar year and assuming that all applicable performance criteria had been achieved at target levels, multiplied by (2) a fraction, the numerator of which is equal to the number of days in 2015, through and including the Date of Termination; and the denominator of which is 365 (such product, the "Pro Rata Bonus"), except as otherwise provided in Section 7(f)(ii)(B) below if applicable.;
- (D) a one-time, lump sum payment of \$1,000,000.00, payable as soon as administratively feasible following March 1, 2015;
- (E) Continued health care benefits as provided pursuant to Section 7(f)
 - (v)-
 - (vii).

All payments made pursuant to this Section 7(k) supersede the provisions of Employer's Management Incentive Plan. In addition, payments made pursuant to Section 7(k)(i)(A) and (C) shall be made subject to and as provided in Sections 7(f)(iii) and 7(f)(iv).

All other terms and conditions of the Employment Agreement (except as specifically modified above), remain in full force and effect.

IN WITNESS WHEREOF this Amendment has been entered into with an effective date of October 1, 2014.

Graphic Packaging International, Inc.

/s/ Carla J. Chaney
Carla J. Chaney
Senior Vice President, Human Resources

/s/ Daniel J. Blount
Daniel J. Blount
Senior Vice President and Chief Financial Officer

EXHIBIT 99.1

Investor Contact: Brad Ankerholz
Graphic Packaging Holding Company
770-240-7971

Media Contact: Carla Chaney
Graphic Packaging Holding Company
770-240-7222

**Graphic Packaging Holding Company CFO Daniel Blount to Retire
Stephen Scherger To Be Named CFO Effective January 1, 2015**

ATLANTA, Oct. 1, 2014 – Graphic Packaging Holding Company today announced that Chief Financial Officer Daniel Blount has elected to retire on March 1, 2015, after 16 years of dedicated service with the Company.

“Dan has been a valuable and strategic member of the leadership team. The Company has significantly benefited from his leadership related to capital markets, cash management, acquisitions and divestitures,” said David Scheible, Chairman, President and Chief Executive Officer. “He has been a great partner through the years and his experience and expertise will be missed. We wish him all the best as he moves into retirement.”

Stephen Scherger, previously Senior Vice President - Consumer Packaging Division, has been named Senior Vice President – Finance, effective October 1, 2014, as part of the Company’s succession plan. Scherger will be appointed Chief Financial Officer effective January 1, 2015. Blount will remain as Special Advisor until March 1, 2015.

Scherger has over two decades of global packaging experience including numerous general management, financial and strategy roles. “Steve’s business and financial leadership, including responsibility for the Company’s largest operating business unit since April 2012, have uniquely positioned him to be our Chief Financial Officer,” added Scheible. “His combination of skills will strongly complement our growth agenda, and we welcome him in to this critical role.”

Forward Looking Statements

Any statements of the Company's expectations in this press release constitute "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. Such statements, including but not limited to those regarding Mr. Blount’s retirement and Mr. Scherger’s assumption of the position of Chief Financial Officer in 2015 are based on currently available information. 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 Atlanta, Georgia, is a leading provider of packaging solutions for a wide variety of products to food, beverage and other consumer products companies. The Company is one of the largest producers of folding cartons and holds a leading market position in coated-unbleached kraft, coated-recycled boxboard, and specialty 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 www.graphicpkg.com.