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

FORM 10-Q

☑ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2010

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

COMMISSION FILE NUMBER: 001-33988

Graphic Packaging Holding Company
(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	**26-0405422** (I.R.S. employer identification no.)
814 Livingston Court **Marietta, Georgia** (Address of principal executive offices)	**30067** (Zip Code)

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

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.
Yes ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).
Yes ☐ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☐	Accelerated filer ☑	Non-accelerated filer ☐ (Do not check if a smaller reporting company)	Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).
Yes ☐ No ☑

As of October 29, 2010, there were 343,627,679 shares of the registrant's Common Stock, par value $0.01 per share, outstanding.

Information Concerning Forward-Looking Statements

Certain statements regarding the expectations of Graphic Packaging Holding Company ("GPHC" and, together with its subsidiaries, the "Company"), including, but not limited to, statements regarding cost savings from its continuous improvement programs, capital investment, depreciation and amortization, interest expense, debt reduction and pension plan contributions in this report constitute "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. Such statements are based on currently available operating, financial and competitive information and are subject to various risks and uncertainties that could cause actual results to differ materially from the Company's historical experience and its present expectations. These risks and uncertainties include, but are not limited to, the Company's substantial amount of debt, inflation of and volatility in raw material and energy costs, continuing pressure for lower cost products, the Company's ability to implement its business strategies, including productivity initiatives and cost reduction plans, currency movements and other risks of conducting business internationally, and the impact of regulatory and litigation matters, including those that could limit the Company's ability to utilize its net operating losses to offset taxable income and those that impact the Company's ability to protect and use its intellectual property. 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 Part I, "Item 1A., Risk Factors" of the Company's 2009 Annual Report on Form 10-K and in other filings with the Securities and Exchange Commission.

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PART I — FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

GRAPHIC PACKAGING HOLDING COMPANY
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
In millions, except per share amounts	2010	2009	2010	2009
Net Sales	$1,042.8	$1,054.2	$3,083.4	$3,117.2
Cost of Sales	887.7	907.8	2,633.7	2,702.4
Selling, General and Administrative	80.9	75.8	236.7	239.4
Other (Income), Net	(4.3)	(3.0)	(3.0)	(13.3)
Restructuring and Other Special (Credits) Charges	—	(23.9)	55.1	(29.9)
Income from Operations	78.5	97.5	160.9	218.6
Interest Expense, Net	(44.0)	(53.3)	(134.0)	(158.0)
Loss on Modification or Extinguishment of Debt	(6.5)	(1.0)	(7.4)	(7.1)
Income before Income Taxes and Equity in Net Earnings of Affiliates	28.0	43.2	19.5	53.5
Income Tax Expense	(11.0)	(10.3)	(29.8)	(29.7)
Income (Loss) before Equity in Net Earnings of Affiliates	17.0	32.9	(10.3)	23.8
Equity in Net Earnings of Affiliates	0.6	0.3	1.4	0.8
Net Income (Loss)	$ 17.6	$ 33.2	$ (8.9)	$ 24.6
Income (Loss) Per Share — Basic	$ 0.05	$ 0.10	$ (0.03)	$ 0.07
Income (Loss) Per Share — Diluted	$ 0.05	$ 0.10	$ (0.03)	$ 0.07
Weighted Average Number of Shares Outstanding — Basic	344.1	343.4	343.7	343.0
Weighted Average Number of Shares Outstanding — Diluted	347.2	344.9	343.7	343.9

The accompanying notes are an integral part of the Condensed Consolidated Financial Statements.

GRAPHIC PACKAGING HOLDING COMPANY
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited)

In millions, except share and per share amounts	September 30, 2010	December 31, 2009
ASSETS		
Current Assets:		
Cash and Cash Equivalents	$ 166.3	$ 149.8
Receivables, Net	430.9	382.3
Inventories, Net	444.2	436.5
Other Current Assets	70.3	52.7
Total Current Assets	1,111.7	1,021.3
Property, Plant and Equipment, Net	1,662.5	1,797.4
Goodwill	1,204.4	1,204.6
Intangible Assets, Net	587.1	620.0
Other Assets	52.0	58.5
Total Assets	$ 4,617.7	$ 4,701.8
LIABILITIES		
Current Liabilities:		
Short Term Debt and Current Portion of Long-Term Debt	$ 28.8	$ 17.6
Accounts Payable	336.1	361.8
Interest Payable	34.6	42.7
Other Accrued Liabilities	198.7	212.4
Total Current Liabilities	598.2	634.5
Long-Term Debt	2,696.9	2,782.6
Deferred Income Tax Liabilities	250.9	226.9
Other Noncurrent Liabilities	341.7	329.0
Total Liabilities	3,887.7	3,973.0
SHAREHOLDERS' EQUITY		
Preferred Stock, par value $.01 per share; 100,000,000 shares authorized; no shares issued or outstanding	—	—
Common Stock, par value $.01 per share; 1,000,000,000 shares authorized; 343,620,179 and 343,245,250 shares issued and outstanding at September 30, 2010 and December 31, 2009, respectively	3.4	3.4
Capital in Excess of Par Value	1,963.3	1,958.2
Accumulated Deficit	(1,027.9)	(1,019.0)
Accumulated Other Comprehensive Loss	(208.8)	(213.8)
Total Shareholders' Equity	730.0	728.8
Total Liabilities and Shareholders' Equity	$ 4,617.7	$ 4,701.8

The accompanying notes are an integral part of the Condensed Consolidated Financial Statements.

GRAPHIC PACKAGING HOLDING COMPANY
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

In millions	Nine Months Ended September 30, 2010	2009
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net (Loss) Income	$ (8.9)	$ 24.6
Noncash Items Included in Net (Loss) Income:		
Depreciation and Amortization	218.0	228.0
Deferred Income Taxes	24.4	27.9
Amount of Postemployment Expense (Less) Greater Than Funding	(14.8)	13.1
Other, Net	31.3	18.1
Changes in Operating Assets and Liabilities	(75.9)	10.8
Net Cash Provided by Operating Activities	174.1	322.5
CASH FLOWS FROM INVESTING ACTIVITIES:		
Capital Spending	(73.9)	(96.3)
Proceeds from Sale of Assets, Net of Selling Costs	—	9.8
Other, Net	(3.6)	(2.2)
Net Cash Used in Investing Activities	(77.5)	(88.7)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from Issuance or Modification of Debt	29.4	423.8
Payments on Debt	(101.7)	(425.3)
Borrowings under Revolving Credit Facilities	126.4	147.9
Payments on Revolving Credit Facilities	(124.6)	(291.2)
Redemption and Early Tender Premiums and Debt Issuance Costs	(10.2)	(14.7)
Net Cash Used in Financing Activities	(80.7)	(159.5)
Effect of Exchange Rate Changes on Cash	0.6	0.3
Net Increase in Cash and Cash Equivalents	16.5	74.6
Cash and Cash Equivalents at Beginning of Period	149.8	170.1
CASH AND CASH EQUIVALENTS AT END OF PERIOD	$ 166.3	$ 244.7

The accompanying notes are an integral part of the Condensed Consolidated Financial Statements.

GRAPHIC PACKAGING HOLDING COMPANY
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

NOTE 1 — GENERAL INFORMATION

Nature of Business and Basis of Presentation

Graphic Packaging Holding Company ("GPHC" and, together with its subsidiaries, the "Company") is a leading provider of packaging solutions for a wide variety of products to food, beverage and other consumer products companies. The Company is the largest U.S. producer of folding cartons and holds a leading market position in coated unbleached kraft paperboard, coated-recycled boxboard and multi-wall bags. The Company's customers include some of the most widely recognized companies in the world. The Company strives to provide its customers with packaging solutions designed to deliver marketing and performance benefits at a competitive cost by capitalizing on its low-cost paperboard mills and converting plants, its proprietary carton and packaging designs, and its commitment to customer service.

GPHC and Graphic Packaging Corporation ("GPC") conduct no significant business and have no independent assets or operations other than GPHC's ownership of all of GPC's outstanding common stock, and GPC's ownership of all of Graphic Packaging International, Inc.'s ("GPII") outstanding common stock.

The Company's Condensed Consolidated Financial Statements include all subsidiaries in which the Company has the ability to exercise direct or indirect control over operating and financial policies. Intercompany transactions and balances are eliminated in consolidation.

In the Company's opinion, the accompanying Condensed Consolidated 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 Condensed Consolidated Balance Sheet data was derived from audited financial statements. The accompanying unaudited Condensed Consolidated Financial Statements have been prepared in accordance with instructions to Form 10-Q and Rule 10-01 of Regulation S-X and do not include all the information required by accounting principles generally accepted in the United States of America ("U.S. GAAP") for complete financial statements. Therefore, these Condensed Consolidated Financial Statements should be read in conjunction with GPHC's Annual Report on Form 10-K for the year ended December 31, 2009. In addition, the preparation of the Condensed Consolidated Financial Statements in conformity with 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 Condensed Consolidated Financial Statements and the reported amounts of revenues and expenses during the reporting period. Actual amounts could differ from those estimates and changes in these statements are recorded as known. The Company has reclassified the presentation of certain prior period information to conform to the current presentation format.

For a summary of the Company's significant accounting policies, please refer to GPHC's Annual Report on Form 10-K for the year ended December 31, 2009.

Alternative Fuel Tax Credit

The Company burns alternative fuel at its West Monroe, LA and Macon, GA mills in order to produce energy and recover chemicals. During 2009, the U.S. Internal Revenue Code allowed an excise tax credit under certain circumstances for the use of alternative fuels and alternative fuel mixtures. In the first quarter of 2009, the Company filed an application with the Internal Revenue Service (the "IRS") for certification of eligibility to receive the tax credit for its use of black liquor in alternative fuel mixtures in the recovery boilers at the mills. During the second quarter of 2009, the Company received notification from the IRS that its registration as an alternate fuel mixer had been approved. As of September 30, 2009, the Company had submitted refund claims based on fuel usage at the two mills from mid-January 2009 through September 30, 2009 totaling $103.8 million and had received refunds totaling $97.2 million. The net impact of the tax credit is included in Restructuring and Other Special (Credits) Charges in the amount of $38.5 million and $93.8 million for the three and nine months ended September 30, 2009, respectfully, and is included in Corporate for segment reporting purposes. The excise tax credit expired on December 31, 2009.

Adoption of New Accounting Standards

Effective in the first quarter of 2010, the Company adopted guidance as required by the *Subsequent Events* topic of the Financial Accounting Standards Board ("FASB") Accounting Standards Codification^{TM} ("the FASB Codification"). The new guidance asserts that an entity that is a United States Securities and Exchange Commission ("SEC") filer is not required to disclose the date through which subsequent events have been evaluated. This change alleviates potential conflicts between the *Subsequent Events* topic and the SEC's requirements. The guidance removes a disclosure only and will have no impact on the Company's financial position, results of operations or cash flows.

Effective January 1, 2010, the Company adopted guidance as required by the *Consolidation* topic of the FASB Codification which clarifies the accounting and reporting for decreases in ownership of a subsidiary. The adoption did not have an impact on the Company's financial position, results of operations or cash flows.

Effective January 1, 2010, the Company adopted guidance contained within the *Fair Value Measurements and Disclosures* topic of the FASB Codification to improve the disclosure requirements related to Level 1 and Level 2 fair value measurements. The guidance requires entities to disclose separately the amounts of significant transfers in and out of Level 1 and Level 2 fair value measurements and to describe the reasons for the transfers. In addition, entities are required to present separately information about purchases, sales, issuances, and settlements for fair value measurements using significant unobservable inputs (Level 3). The disclosures related to Level 3 fair value measurements are effective for the Company in 2011. The guidance requires new disclosures only and did not have an impact on the Company's financial position, results of operations or cash flows.

NOTE 2 — INVENTORIES

Inventories by major class:

In millions	September 30, 2010	December 31, 2009
Finished Goods	$ 231.4	$ 251.9
Work in Progress	51.1	40.3
Raw Materials	118.4	105.2
Supplies	65.1	63.6
	466.0	461.0
Less: Allowance	(21.8)	(24.5)
Total	$ 444.2	$ 436.5

NOTE 3 — RESTRUCTURING RESERVES

Over the last two years, the Company formulated plans to close or exit certain production facilities resulting from the combination in March 2008 of the businesses of GPC and Altivity Packaging, LLC ("Altivity"). Restructuring reserves were established in accordance with the requirements of Emerging Issues Task Force 95-3, *Recognition of Liabilities in Connection with a Purchase Business Combination,* and the *Exit or Disposal Cost Obligations* topic of the FASB Codification.

Since the Company finalized its restructuring activities in the second quarter 2010, there were no termination benefits recorded in the third quarter. There were $2.2 million of termination benefits recorded in the nine months ended September 30, 2010. The amount of termination benefits recorded in the three and nine months ended September 30, 2009 totaled $1.3 million and $4.6 million, respectively. These termination benefits are included in Restructuring and Other Special (Credits) Charges in the Condensed Consolidated Statements of Operations. The restructuring reserves are included in Other Accrued Liabilities on the Company's Condensed Consolidated Balance Sheets.

The following table summarizes the transactions within the restructuring reserves:

In millions	Severance and Benefits	Facility Closure Costs	Equipment Removal	Total
Balance at December 31, 2009	$ 3.5	$ 3.5	$ 0.6	$ 7.6
Additions to Reserves	2.2	—	—	2.2
Cash Payments	(2.8)	(1.6)	(0.3)	(4.7)
Other Adjustments	(1.6)	(0.6)	—	(2.2)
Balance at September 30, 2010	$ 1.3	$ 1.3	$ 0.3	$ 2.9

Accelerated or incremental depreciation was recorded for assets that will be removed from service before the end of their originally estimated useful lives due to the facility closures. The following table summarizes the accelerated depreciation:

	Three Months Ended September 30,		Nine Months Ended September 30,	
In millions	2010	2009	2010	2009
Accelerated Depreciation	$ 0.7	$ 1.1	$ 3.9	$ 9.4

Upon finalizing its restructuring activities, in the second quarter, the Company concluded that certain facilities were no longer an essential part of its manufacturing and warehouse footprint and that the facilities would be sold. Accordingly the facilities are reported at the lower of their carrying value or fair market value less costs to sell and reclassified as assets held for sale and are included in other current assets. In addition, estimated liabilities related to the partial or complete withdrawal from certain multi-employment benefit plans for union employees at certain of these facilities were established. Charges of $21.9 million for estimated multiemployer pension plan withdrawal liabilities and $7.8 million related to assets written down to fair market value less costs to sell were recorded, and are included in Restructuring and Other Special (Credits) Charges in the Condensed Consolidated Statements of Operations for the nine months ended September 30, 2010.

NOTE 4 — DEBT

Credit Agreement

On May 16, 2007, the Company entered into a $1,355 million Credit Agreement (“Credit Agreement”). The Credit Agreement provided for a $300 million revolving credit facility due on May 16, 2013 and a $1,055 million term loan facility due on May 16, 2014. The revolving credit facility bears interest at a rate of LIBOR plus 225 basis points and the term loan facility bears interest at a rate of LIBOR plus 200 basis points. The Company’s obligations under the Credit Agreement are collateralized by substantially all of the Company’s domestic assets.

On March 10, 2008, the Company entered into Amendment No. 1 and Amendment No. 2 to the Credit Agreement. Under such amendments, the Company obtained (i) a new $1,200 million term loan facility, due on May 16, 2014, to refinance the outstanding amounts under Altivity’s parent company’s existing first and second lien credit facilities and (ii) an increase to the Company’s existing revolving credit facility to $400 million due on May 16, 2013. The Company’s existing $1,055 million term loan facility remains in place. The new term loan bears interest at LIBOR plus 275 basis points. The Company’s weighted average interest rate on senior secured term debt equals approximately LIBOR plus 241 basis points.

On December 3, 2009, the Company entered into Amendment No. 3 to the Credit Agreement. In satisfaction of a condition precedent to the effectiveness of Amendment No. 3, the Company made a $150.0 million voluntary prepayment of the outstanding term loans under the Credit Agreement (the “Initial Term Loan Prepayment”). Amendment No. 3 increases the basket under which the Company may voluntarily redeem or repurchase prior to maturity its 9.5% Senior Subordinated Notes due 2013 from time to time outstanding by an amount equal to $37.5 million plus 75.0% of the aggregate principal amount of prepayments of the term loans under the Company’s Credit Agreement made after the effective date of Amendment No. 3 (excluding the Initial Term Loan Prepayment). As a condition precedent to any future redemption or repurchase of the notes prior to their maturity, Amendment No. 3 requires that the Company have available liquidity (defined as cash and cash equivalents on hand plus availability under the Company’s senior secured revolver) of at least $250.0 million. In connection with Amendment No. 3, the Company recorded deferred financing costs of approximately $1 million. These costs are being amortized using the effective interest method over the term of the facilities.

Senior and Senior Subordinated Notes

On June 16, 2009, the Company completed the issuance and sale of $245 million aggregate principal amount of its 9.5% Senior Notes due in 2017. The proceeds from the offering were $238.4 million after deducting the original issue discount. The proceeds were used to retire, through a tender offer, $225 million aggregate principal amount of the 8.5% Senior Notes due in 2011 and to pay applicable early tender premiums and offering expenses.

On August 5, 2009, the Company announced that it would redeem and prepay approximately $20 million in aggregate principal and interest of the 8.5% Senior Notes due in 2011. The Credit Agreement contains, among other exceptions to the restrictions on prepayment of the Senior Notes, a $20 million basket for such redemptions. The redemption occurred on September 4, 2009 (the "Redemption Date"), at a redemption price equal to 100% of the principal amount of the notes redeemed, plus accrued and unpaid interest up to, but not including the Redemption Date. In total, $19.9 million aggregate principal amount of the 8.5% Senior Notes due in 2011 was redeemed on September 4, 2009.

On August 20, 2009, the Company completed the issuance and sale of an additional $180 million of 9.5% Senior Notes due in 2017. The proceeds from the offering were $185.4 million, including a premium of $5.4 million. These proceeds were used to redeem the remaining $180.1 million aggregate principal amount of the 8.5% Senior Notes due in 2011, to pay accrued interest on these existing notes, and to pay fees and expenses incurred in connection with the offering and redemption. In connection with the 9.5% Senior Notes due in 2017, the Company recorded deferred financing costs of approximately $10 million. These costs are being amortized using the effective interest method over the term of the 9.5% Senior Notes due in 2017.

In connection with the above retirements, the Company recorded charges for the three and nine month period ended September 30, 2009 of $1.0 million and $7.1 million, respectfully. The charges are reflected as Loss on Modification or Extinguishment of Debt in the Company's Condensed Consolidated Statements of Operations. The charges consisted of unamortized deferred financing costs and, in regards to the June 2009 retirement, the early tender premiums associated with the 8.5% Senior Notes due in 2011.

In June 2010, the Company purchased $34.9 million aggregate principal amount of its 9.5% Senior Subordinated Notes due 2013 at purchase prices ranging from 101.75% to 101.833% of the principal amount of the notes purchased, plus accrued and unpaid interest up to, but not including the date of purchase.

On July 15, 2010, the Company announced that it would redeem and prepay approximately $66.8 million in aggregate principle of the 9.5% Senior Subordinated Notes at a redemption price of 101.583%. The redemption occurred on August 16, 2010.

On September 29, 2010, the Company completed the issuance and sale of $250.0 million of aggregate principal amount of its 7.875% Senior Notes due in 2018. A portion of the proceeds were used to retire, through a tender offer, $220.6 million aggregate principal amount of 9.5% Senior Subordinated Notes due 2013. In September 2010, the Company called an additional $29.4 million of its Senior Subordinated Notes due 2013 for settlement on October 29, 2010.

The June 2010 and August 2010 retirements were treated as extinguishments of debt and charges of $0.9 million and $1.5 million consisting of unamortized deferred financing costs and amounts paid in excess of par are reflected as Loss on Modification or Extinguishment of Debt in the Company's Condensed Consolidated Statements of Operations.

The September debt exchange was accounted for as a modification. Fees paid to third parties of $5.0 million are reflected as Loss on Modification or Extinguishment of Debt in the Company's Condensed Consolidated Statements of Operations. Fees paid to creditors of approximately $4.0 million are reflected as a reduction of debt and will be amortized using the effective interest method over the term of the 7.875% Senior Notes.

Long-Term Debt is composed of the following:

In millions	September 30, 2010	December 31, 2009
Senior Notes with interest payable semi-annually at 7.875%, payable in 2018 ($250.0 million face amount)	$ 246.0	—
Senior Notes with interest payable semi-annually at 9.5%, payable in 2017 ($425.0 million face amount)	423.5	423.7
Senior Subordinated Notes with interest payable semi-annually at 9.5%, payable in 2013	102.7	425.0
Senior Secured Term Loan Facility with interest payable at various dates at floating rates (2.52% at September 30, 2010) payable through 2014	890.7	890.7
Senior Secured Term Loan Facility with interest payable at various dates at floating rates (3.28% at September 30, 2010) payable through 2014	1,052.4	1,052.4
Senior Secured Revolving Facility with interest payable at various dates at floating rates (2.52% at September 30, 2010) payable in 2013	—	—
Other	1.9	0.8
	2,717.2	2,792.6
Less, current portion	20.3	10.0
Total	$ 2,696.9	$ 2,782.6

At September 30, 2010, the Company and its U.S. and international subsidiaries had the following commitments, amounts outstanding and amounts available under revolving credit facilities:

In millions	Total Amount of Commitments	Total Amount Outstanding	Total Amount Available(a)
Revolving Credit Facility	$ 400.0	$ —	$ 368.0
International Facilities	18.4	9.7	8.7
Total	$ 418.4	$ 9.7	$ 376.7

Note:

(a) In accordance with its debt agreements, the Company's availability under its Revolving Credit Facility has been reduced by the amount of standby letters of credit issued of $32.0 million as of September 30, 2010. These letters of credit are used primarily as security against its self-insurance obligations and workers' compensation obligations. These letters of credit expire at various dates through 2011 unless extended.

The Credit Agreement and the indentures governing the 9.5% Senior Notes due 2017, the 9.5% Senior Subordinated Notes due 2013, and the 7.875% Senior Notes due 2018 (the "Indentures") limit the Company's ability to incur additional indebtedness. Additional covenants contained in the Credit Agreement and the Indentures, among other things, restrict the ability of the Company to dispose of assets, incur guarantee obligations, prepay other indebtedness, make dividend and other restricted payments, create liens, make equity or debt investments, make acquisitions, modify terms of the Indentures, engage in mergers or consolidations, change the business conducted by the Company and its subsidiaries, and engage in certain transactions with affiliates. Such restrictions, together with the highly leveraged nature of the Company, could limit the Company's ability to respond to changing market conditions, fund its capital spending program, provide for unexpected capital investments or take advantage of business opportunities. As of September 30, 2010, the Company was in compliance with the covenants in the Credit Agreement.

NOTE 5 — STOCK INCENTIVE PLANS

The Company has five equity compensation plans, but since 2004 the Company's only plan pursuant to which new grants are made is the Graphic Packaging Holding Company Amended and Restated 2004 Stock and Incentive Compensation Plan (previously named the Graphic Packaging Corporation 2004 Stock and Incentive Compensation Plan) (the "2004 Plan"). Under the 2004 Plan, the Company may grant stock options, stock appreciation rights, restricted stock, restricted stock units ("RSUs") and other types of stock-based and cash awards to employees and directors of the Company. Stock options and other awards granted under all of the Company's plans generally vest and expire in accordance with terms established at the time of grant. Shares issued pursuant to awards under the plans are from the Company's authorized but unissued shares. Compensation costs are recognized on a straight-line basis over the requisite service period of the award.

Stock Options

GPC and the Company have not granted any stock options since 2004. During the nine months ended September 30, 2010, 4,000 stock options were exercised and 1,081,675 stock options were cancelled. The total number of shares subject to options at September 30, 2010 was 5,356,417 at a weighted average exercise price of $7.43.

Stock Awards, Restricted Stock and Restricted Stock Units

The Company's 2004 Plan permits the grant of stock awards, restricted stock and RSUs. All RSUs vest and become payable in one to four years from date of grant. Upon vesting, RSUs are payable in cash and shares of common stock, based on the proportion set forth in the grant agreements.

Data concerning RSUs and stock awards granted in the first nine months of 2010 is as follows:

Shares in thousands	**Shares**	**Weighted Avg. Grant Date Fair Value Per Share**
RSUs — Employees	5,464	$ 3.59
Stock Awards — Board of Directors	340	$ 3.18

The value of the RSUs is based on the market value of the Company's common stock on the date of grant. The RSUs payable in cash are subject to variable accounting and marked to market accordingly. The RSUs payable in cash are recorded as liabilities, whereas the RSUs payable in shares are recorded in Shareholders' Equity.

The value of a stock award is based on the market value of the Company's common stock on the date of grant. These awards are unrestricted on the date of grant.

During the nine months ended September 30, 2010 and 2009, $7.5 million and $3.1 million, respectively, were charged to compensation expense for stock incentive plans.

The unrecognized expense related to unvested RSUs as of September 30, 2010 is approximately $21 million and is expected to be recognized over a weighted average period of two years.

NOTE 6 — PENSIONS AND OTHER POSTRETIREMENT BENEFITS

The Company maintains both defined benefit pension plans and postretirement health care plans that provide medical and life insurance coverage to eligible salaried and hourly retired employees in North America and their dependents. The Company maintains international defined benefit pension plans which are both noncontributory and contributory and are funded in accordance with applicable local laws. Pension or termination benefits are based primarily on years of service and the employee's compensation.

Currently, the North American plans are closed to newly-hired salaried and non-union hourly employees. The U.K. defined benefit plan was frozen effective March 31, 2001 and replaced with a defined contribution plan.

Pension and Postretirement Expense

The pension and postretirement expenses related to the Company’s plans consisted of the following:

	Pension Benefits				Postretirement Health Care Benefits			
	Three Months Ended September 30,		Nine Months Ended September 30,		Three Months Ended September 30,		Nine Months Ended September 30,	
In millions	2010	2009	2010	2009	2010	2009	2010	2009
Components of Net Periodic Cost:								
Service Cost	$ 5.0	$ 4.9	$ 15.0	$ 14.6	$ 0.2	$ 0.4	$ 0.8	$ 1.2
Interest Cost	12.7	12.7	38.1	37.7	0.7	0.9	2.1	2.6
Expected Return on Plan Assets	(12.7)	(10.9)	(38.0)	(32.0)	—	—	—	—
Administration Expenses	—	0.1	—	0.1	—	—	—	—
Amortizations:								
Prior Service Cost	0.1	0.3	0.3	0.9	—	—	(0.1)	(0.1)
Actuarial Loss (Gain)	2.3	5.2	6.9	15.5	(0.4)	(0.2)	(1.2)	(0.5)
Net Periodic Cost	$ 7.4	$ 12.3	$ 22.3	$ 36.8	$ 0.5	$ 1.1	$ 1.6	$ 3.2

Employer Contributions

The Company made contributions of $36.6 million and $34.5 million to its pension plans during the first nine months of 2010 and 2009, respectively. The Company expects to make contributions of $45 million to $60 million for the full year 2010. During 2009, the Company made $43.6 million of contributions to its pension plans.

The Company made postretirement health care benefit payments of $1.6 million and $2.0 million during the first nine months of 2010 and 2009, respectively. The Company estimates its postretirement health care benefit payments for the full year 2010 to be approximately $3 million. During 2009, the Company made postretirement health care benefit payments of $2.9 million.

NOTE 7 — FINANCIAL INSTRUMENTS AND FAIR VALUE MEASUREMENT

The Company enters into derivative instruments for risk management purposes only, including derivatives designated as hedging instruments under the*Derivatives and Hedging* topic of the FASB Codification and those not designated as hedging instruments under this guidance. The Company uses interest rate swaps, natural gas swap contracts, and forward exchange contracts. These derivative instruments are designated as cash flow hedges and, to the extent they are effective in offsetting the variability of the hedged cash flows, changes in the derivatives’ fair value are not included in current earnings but are included in Accumulated Other Comprehensive Loss. These changes in fair value will subsequently be reclassified to earnings.

Interest Rate Risk

The Company uses interest rate swaps to manage interest rate risks on future interest payments caused by interest rate changes on its variable rate term loan facility. At September 30, 2010, the Company had interest rate swap agreements with notional amounts of $1,460 million which expire on various dates from 2010 to 2012 under which the Company will pay fixed rates of 2.24% to 3.84% and receive the three-month LIBOR rates. At December 31, 2009, the Company had interest rate swap agreements with notional amounts of $2,170 million, including $400 million in forward starting interest rate swaps, which expire on various dates from 2010 to 2012 under which the Company will pay fixed rates of 2.24% to 5.06% and receive the three-month LIBOR rates.

Changes in fair value will subsequently be reclassified into earnings as a component of Interest Expense, Net as interest is incurred on amounts outstanding under the term loan facility. Ineffectiveness measured in the hedging relationship is recorded in earnings in the period it occurs.

During the first nine months of 2010 and 2009, there were minimal amounts of ineffectiveness related to changes in the fair value of interest rate swap agreements. Additionally, there were no amounts excluded from the measure of effectiveness.

Commodity Risk

To manage risks associated with future variability in cash flows and price risk attributable to certain commodity purchases, the Company enters into natural gas swap contracts to hedge prices for a designated percentage of its expected natural gas usage. The Company has entered into natural gas swap contracts to hedge prices for a portion of its expected natural gas usage for the remainder of 2010. Additionally, the Company has hedged a portion of its expected usage for 2011. When a contract matures, the resulting gain or loss is reclassified into Cost of Sales concurrently with the recognition of the commodity purchased. The ineffective portion of the swap contracts' change in fair value, if any, would be recognized immediately in earnings.

During the first nine months of 2010 and 2009, there were minimal amounts of ineffectiveness related to changes in the fair value of natural gas swap contracts. Additionally, there were no amounts excluded from the measure of effectiveness.

Foreign Currency Risk

The Company enters into forward exchange contracts to manage risks associated with future variability in cash flows resulting from anticipated foreign currency transactions that may be adversely affected by changes in exchange rates. Gains/losses related to these contracts are recognized in Other (Income), Net when the anticipated transaction affects income.

At September 30, 2010 and at December 31, 2009, multiple forward exchange contracts existed that expire on various dates throughout 2010. Those purchased forward exchange contracts outstanding at September 30, 2010 and December 31, 2009, when aggregated and measured in U.S. dollars at contractual rates at September 30, 2010 and December 31, 2009, respectively, had notional amounts totaling $13.8 million and $60.6 million.

No amounts were reclassified to earnings during the first nine months of 2010 or during 2009 in connection with forecasted transactions that were no longer considered probable of occurring, and there was no amount of ineffectiveness related to changes in the fair value of foreign currency forward contracts. Additionally, there were no amounts excluded from the measure of effectiveness.

Derivatives not Designated as Hedges

The Company enters into forward exchange contracts to effectively hedge substantially all of accounts receivable resulting from transactions denominated in foreign currencies in order to manage risks associated with foreign currency transactions adversely affected by changes in exchange rates. At September 30, 2010 and December 31, 2009, multiple foreign currency forward exchange contracts existed, with maturities ranging up to three months. Those foreign currency exchange contracts outstanding at September 30, 2010 and December 31, 2009, when aggregated and measured in U.S. dollars at exchange rates at September 30, 2010 and December 31, 2009, respectively, had net notional amounts totaling $17.3 million and $10.1 million. Unrealized gains and losses resulting from these contracts are recognized in Other (Income), Net and approximately offset corresponding recognized but unrealized gains and losses on these accounts receivable.

Fair Value of Financial Instruments

The Company's derivative instruments are carried at fair value. The Company has determined that the inputs to the valuation of these derivative instruments are level 2 in the fair value hierarchy. Level 2 inputs are defined as quoted prices for similar assets and liabilities in active markets or inputs that are observable for the asset or liability, either directly or indirectly through market corroboration, for substantially the full term of the financial instrument.

As of September 30, 2010, there has not been any significant impact to the fair value of the Company's derivative liabilities due to its own credit risk. Similarly, there has not been any significant adverse impact to the Company's derivative assets based on evaluation of the Company's counterparties' credit risks.

The fair value of the Company's derivative instruments is as follows:

In millions	Derivative Assets Balance Sheet Location	September 30, 2010	December 31, 2009	Derivative Liabilities Balance Sheet Location	September 30, 2010	December 31, 2009
Derivative Contracts Designated as Hedging Instruments						
Commodity Contracts	Other Current Assets	$ —	$ 0.3	Other Accrued Liabilities and Other Noncurrent Liabilities	$ 4.8	$ —
Foreign Currency Contracts	Other Current Assets	0.5	1.0	Other Accrued Liabilities	0.8	—
Interest Rate Swap Agreements	Other Current Assets	—	—	Other Accrued Liabilities and Other Noncurrent Liabilities	33.4	36.1
Total Derivative Contracts		$ 0.5	$ 1.3		$ 39.0	$ 36.1

The fair values of the Company's other financial assets and liabilities at September 30, 2010 and December 31, 2009 approximately equal the carrying values reported on the Condensed Consolidated Balance Sheets except for Long-Term Debt. The fair value of the Company's Long-Term Debt was $2,728.9 million and $2,762.6 million as compared to the carrying amounts of $2,717.2 million and $2,792.6 million as of September 30, 2010 and December 31, 2009, respectively. The fair value of Long-Term Debt is based on Level 1 inputs in the fair value hierarchy. Level 1 inputs are defined as quoted prices (unadjusted) in active markets for identical assets or liabilities.

Effect of Derivative Instruments

The effect of derivative instruments in cash flow hedging relationships on the Company's Condensed Consolidated Statements of Operations is as follows:

In millions	Amount of Loss (Gain) Recognized in Accumulated Other Comprehensive Loss Three Months Ended September 30, 2010	2009	Location in Statement of Operations (Effective Portion)	Amount of Loss (Gain) Recognized in Statement of Operations (Effective Portion) Three Months Ended September 30, 2010	2009	Location in Statement of Operations (Ineffective Portion)	Amount of (Gain) Loss Recognized in Statement of Operations (Ineffective Portion) Three Months Ended September 30, 2010	2009
Commodity Contracts	$ 4.2	$ (0.5)	Cost of Sales	$ 1.3	$ 9.9	Cost of Sales	$ (0.1)	$ 0.2
Foreign Currency Contracts	1.6	2.6	Other (Income), Net	(1.0)	(0.5)	Other (Income), Net	—	—
Interest Rate Swap Agreements	6.8	16.5	Interest Expense, Net	8.3	13.1	Interest Expense, Net	—	—
Total	$ 12.6	$ 18.6		$ 8.6	$ 22.5		$ (0.1)	$ 0.2

In millions	Amount of Loss (Gain) Recognized in Accumulated Other Comprehensive Loss — Nine Months Ended September 30, 2010	2009	Location in Statement of Operations (Effective Portion)	Amount of Loss (Gain) Recognized in Statement of Operations (Effective Portion) — Nine Months Ended September 30, 2010	2009	Location in Statement of Operations (Ineffective Portion)	Amount of Gain Recognized in Statement of Operations (Ineffective Portion) — Nine Months Ended September 30, 2010	2009
Commodity Contracts	$ 9.8	$ 13.3	Cost of Sales	$ 3.4	$ 32.0	Cost of Sales	$ —	$ (0.4)
Foreign Currency Contracts	(0.1)	(0.2)	Other (Income), Net	(0.5)	(0.9)	Other (Income), Net	—	—
Interest Rate Swap Agreements	24.4	24.5	Interest Expense, Net	26.8	32.7	Interest Expense, Net	(0.2)	(0.1)
Total	$ 34.1	$ 37.6		$ 29.7	$ 63.8		$ (0.2)	$ (0.5)

The effect of derivative instruments not designated as hedging instruments on the Company's Condensed Consolidated Statements of Operations is as follows:

In millions	Location in Statement of Operations	Amount of (Loss) Gain Recognized in Statement of Operations — Three Months Ended September 30, 2010	2009	Nine Months Ended September 30, 2010	2009
Foreign Currency Contracts	Other (Income), Net	$ (1.8)	$ 0.3	$ (1.4)	$ 0.1

Accumulated Derivative Instruments (Loss) Gain

The following is a rollforward of Accumulated Derivative Instruments (Loss) Gain which is included in the Company's Condensed Consolidated Balance Sheets:

In millions	
Balance at December 31, 2009	$ (35.1)
Reclassification to earnings	29.7
Current period change in fair value	(34.1)
Balance at September 30, 2010	$ (39.5)

At September 30, 2010, the Company expects to reclassify approximately $29.1 million of losses in the next twelve months from Accumulated Other Comprehensive Loss to earnings, contemporaneously with and offsetting changes in the related hedged exposure. The actual amount that will be reclassified to future earnings may vary from this amount as a result of changes in market conditions.

NOTE 8 — COMPREHENSIVE INCOME (LOSS)

The following table shows the components of Comprehensive Income (Loss):

In millions	Three Months Ended September 30, 2010	2009	Nine Months Ended September 30, 2010	2009
Net Income (Loss)	$ 17.6	$ 33.2	$ (8.9)	$ 24.6
Other Comprehensive (Loss) Income:				
Derivative Instruments (Loss) Income	(4.0)	3.9	(4.4)	26.2
Pension Benefit Plans	2.4	5.5	7.2	16.4
Postretirement Benefit Plans	(0.5)	(0.2)	(1.4)	(0.6)
Postemployment Benefit Plans	0.1	0.1	0.3	0.4
Currency Translation Adjustment	11.0	7.4	3.3	5.4
Total Comprehensive Income (Loss)	$ 26.6	$ 49.9	$ (3.9)	$ 72.4

NOTE 9 — ENVIRONMENTAL AND LEGAL MATTERS

Environmental Matters

The Company is subject to a broad range of foreign, federal, state and local environmental, health and safety laws and regulations, including those governing discharges to air, soil and water, the management, treatment and disposal of hazardous substances, solid waste and hazardous wastes, the investigation and remediation of contamination resulting from historical site operations and releases of hazardous substances, and the health and safety of employees. Compliance initiatives could result in significant costs, which could negatively impact the Company's consolidated financial position, results of operations or cash flows, although the Company is not currently aware of any required compliance initiatives that are expected to require material expenditures. Any failure to comply with environmental or health and safety laws and regulations or any permits and authorizations required thereunder could subject the Company to fines, corrective action or other sanctions.

Some of the Company's current and former facilities are the subject of environmental investigations and remediations resulting from historic operations and the release of hazardous substances or other constituents. Some current and former facilities have a history of industrial usage for which investigation and remediation obligations may be imposed in the future or for which indemnification claims may be asserted against the Company. Also, potential future closures or sales of facilities may necessitate further investigation and may result in future remediation at those facilities.

On October 8, 2007, the Company received a notice from the United States Environmental Protection Agency (the "EPA") indicating that it is a potentially responsible party for the remedial investigation and feasibility study to be conducted at the Devil's Swamp Lake site in East Baton Rouge Parish, Louisiana. The Company believes it is a de minimis contributor to the site and expects to enter into negotiations with the EPA and other potentially responsible parties regarding its potential responsibility and liability, but it is too early in the investigation process to quantify possible costs with respect to such site.

The Company has established reserves for those facilities or issues where liability is probable and the costs are reasonably estimable. The Company believes that the amounts accrued for all of its loss contingencies, and the reasonably possible loss beyond the amounts accrued, are not material to the Company's consolidated financial position, results of operations or cash flows. The Company cannot estimate with certainty other future corrective compliance, investigation or remediation costs. Costs relating to historic usage that the Company considers to be reasonably possible are not quantifiable at this time. The Company will continue to monitor environmental issues at each of its facilities, as well as regulatory developments, and will revise its accruals, estimates and disclosures relating to past, present and future operations, as additional information is obtained.

Legal Matters

The Company is a party to a number of lawsuits arising in the ordinary conduct of its business. Although the timing and outcome of these lawsuits cannot be predicted with certainty, the Company does not believe that disposition of these lawsuits will have a material adverse effect on the Company's consolidated financial position, results of operations or cash flows.

NOTE 10 — BUSINESS SEGMENT INFORMATION

The Company reports its results in three business segments: paperboard packaging, multi-wall bag and specialty packaging. These segments are evaluated by the chief operating decision maker based primarily on Income from Operations. The Company's reportable segments are based upon strategic business units that offer different products. The accounting policies of the reportable segments are the same as those described in GPHC's Annual Report on Form 10-K for the year ended December 31, 2009.

The paperboard packaging segment is highly integrated and includes a system of mills and plants that produces a broad range of paperboard grades 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 paperboard packaging

business segment includes the design, manufacture and installation of packaging machinery related to the assembly of cartons and the production and sale of corrugated medium and kraft paper from paperboard mills in the U.S.

The multi-wall bag business 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 specialty packaging business segment primarily includes flexible packaging, label solutions and laminations. This 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.

Business segment information is as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
In millions	2010	2009	2010	2009
NET SALES:				
Paperboard Packaging	$ 873.3	$ 886.2	$2,575.7	$2,605.9
Multi-wall Bag	122.2	117.5	354.9	357.6
Specialty Packaging	47.3	50.5	152.8	153.7
Total	$1,042.8	$1,054.2	$3,083.4	$3,117.2
INCOME (LOSS) FROM OPERATIONS:				
Paperboard Packaging	$ 86.8	$ 90.8	$ 237.5	$ 232.2
Multi-wall Bag	0.6	1.8	2.9	3.2
Specialty Packaging	1.0	—	9.9	6.1
Corporate	(9.9)	4.9	(89.4)	(22.9)
Total	$ 78.5	$ 97.5	$ 160.9	$ 218.6

NOTE 11 — EARNINGS PER SHARE

	Three Months Ended September 30,		Nine Months Ended September 30,	
In millions, except per share data	2010	2009	2010	2009
Net Income (Loss)	$ 17.6	$ 33.2	$ (8.9)	$ 24.6
Weighted Average Shares:				
Basic	344.1	343.4	343.7	343.0
Stock Awards	3.1	1.5	—	0.9
Diluted	347.2	344.9	343.7	343.9
Earnings (Loss) Per Share — Basic	$ 0.05	$ 0.10	$ (0.03)	$ 0.07
Earnings (Loss) Per Share — Diluted	$ 0.05	$ 0.10	$ (0.03)	$ 0.07

The following are the potentially dilutive securities excluded from the above calculation because the effect would have been anti-dilutive:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2010	2009	2010	2009
Employee Stock Options	4,942,072	6,054,592	—	6,377,864
Restricted Stock Unit Awards	—	11,667	—	745,098
Total	4,942,072	6,066,259	—	7,122,962

NOTE 12 — GUARANTOR CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

These Condensed Consolidated Financial Statements reflect GPHC and GPC (collectively "the Parent"); GPII ("the Subsidiary Issuer"); and the Subsidiary Guarantors, which consist of all material 100% owned subsidiaries of GPII other than its foreign subsidiaries. The nonguarantor subsidiaries are herein referred to as "Nonguarantor Subsidiaries." Separate complete financial statements of the Subsidiary Guarantors are not presented because the guarantors are jointly and severally, fully and unconditionally liable under the guarantees.

	Three Months Ended September 30, 2010					
In millions	Parent	Subsidiary Issuer	Combined Guarantor Subsidiaries	Combined Nonguarantor Subsidiaries	Consolidating Eliminations	Consolidated
Net Sales	$ —	$ 844.3	$ 132.1	$ 106.8	$ (40.4)	$ 1,042.8
Cost of Sales	—	711.3	119.8	97.0	(40.4)	887.7
Selling, General and Administrative	—	64.5	8.6	7.8	—	80.9
Other (Income), Net	—	(4.1)	—	(0.2)	—	(4.3)
Income from Operations	—	72.6	3.7	2.2	—	78.5
Interest Expense, Net	—	(43.7)	—	(0.3)	—	(44.0)
Loss on Modification or Extinguishment of Debt	—	(6.5)	—	—	—	(6.5)
Income before Income Taxes and Equity in Net Earnings of Affiliates	—	22.4	3.7	1.9	—	28.0
Income Tax Expense	—	(7.9)	(0.4)	(2.7)	—	(11.0)
Income (Loss) before Equity in Net Earnings of Affiliates	—	14.5	3.3	(0.8)	—	17.0
Equity in Net Earnings of Affiliates	—	—	—	0.6	—	0.6
Equity in Net Earnings of Subsidiaries	17.6	3.1	(0.8)	—	(19.9)	—
Net Income (Loss)	$17.6	$ 17.6	$ 2.5	$ (0.2)	$ (19.9)	$ 17.6

In millions	Three Months Ended September 30, 2009					
	Parent	Subsidiary Issuer	Combined Guarantor Subsidiaries	Combined Nonguarantor Subsidiaries	Consolidating Eliminations	Consolidated
Net Sales	$ —	$ 850.9	$ 130.1	$ 110.2	$ (37.0)	$ 1,054.2
Cost of Sales	—	726.4	116.4	102.0	(37.0)	907.8
Selling, General and Administrative	—	60.7	8.5	6.6	—	75.8
Other (Income), Net	—	(1.3)	(0.4)	(1.3)	—	(3.0)
Restructuring and Other Special Credits	—	(23.9)	—	—	—	(23.9)
Income from Operations	—	89.0	5.6	2.9	—	97.5
Interest Expense, Net	—	(53.0)	0.1	(0.4)	—	(53.3)
Loss on Modification or Extinguishment of Debt	—	(1.0)	—	—	—	(1.0)
Income before Income Taxes and Equity in Net Earnings of Affiliates	—	35.0	5.7	2.5	—	43.2
Income Tax (Expense) Benefit	—	(8.8)	0.1	(1.6)	—	(10.3)
Income before Equity in Net Earnings of Affiliates	—	26.2	5.8	0.9	—	32.9
Equity in Net Earnings of Affiliates	—	—	—	0.3	—	0.3
Equity in Net Earnings of Subsidiaries	33.2	7.0	(0.5)	—	(39.7)	—
Net Income (Loss)	$33.2	$ 33.2	$ 5.3	$ 1.2	$ (39.7)	$ 33.2

In millions	Nine Months Ended September 30, 2010					
	Parent	Subsidiary Issuer	Combined Guarantor Subsidiaries	Combined Nonguarantor Subsidiaries	Consolidating Eliminations	Consolidated
Net Sales	$ —	$2,496.7	$ 396.7	$ 318.4	$ (128.4)	$ 3,083.4
Cost of Sales	—	2,121.2	351.2	289.7	(128.4)	2,633.7
Selling, General and Administrative	—	187.4	26.3	23.0	—	236.7
Other (Income), Net	—	(2.5)	—	(0.5)	—	(3.0)
Restructuring and Other Special Charges	—	55.1	—	—	—	55.1
Income from Operations	—	135.5	19.2	6.2	—	160.9
Interest Expense, Net	—	(132.9)	—	(1.1)	—	(134.0)
Loss on Modification or Extinguishment of Debt	—	(7.4)	—	—	—	(7.4)
(Loss) Income before Income Taxes and Equity in Net Earnings of Affiliates	—	(4.8)	19.2	5.1	—	19.5
Income Tax Expense	—	(23.7)	(0.4)	(5.7)	—	(29.8)
(Loss) Income before Equity in Net Earnings of Affiliates	—	(28.5)	18.8	(0.6)	—	(10.3)
Equity in Net Earnings of Affiliates	—	—	—	1.4	—	1.4
Equity in Net Earnings of Subsidiaries	(8.9)	19.6	0.6	—	(11.3)	—
Net (Loss) Income	$(8.9)	$ (8.9)	$ 19.4	$ 0.8	$ (11.3)	$ (8.9)

In millions	Nine Months Ended September 30, 2009					
	Parent	Subsidiary Issuer	Combined Guarantor Subsidiaries	Combined Nonguarantor Subsidiaries	Consolidating Eliminations	Consolidated
Net Sales	$ —	$2,521.5	$ 404.3	$ 296.7	$ (105.3)	$ 3,117.2
Cost of Sales	—	2,173.3	362.8	274.4	(108.1)	2,702.4
Selling, General and Administrative	—	188.6	29.1	21.7	—	239.4
Other (Income), Net	—	(3.0)	(6.0)	(4.3)	—	(13.3)
Restructuring and Other Special Credits	—	(29.9)	—	—	—	(29.9)
Income from Operations	—	192.5	18.4	4.9	2.8	218.6
Interest Expense, Net	—	(156.7)	0.2	(1.5)	—	(158.0)
Loss on Modification or Extinguishment of Debt	—	(7.1)	—	—	—	(7.1)
Income before Income Taxes and Equity in Net Earnings of Affiliates	—	28.7	18.6	3.4	2.8	53.5
Income Tax (Expense) Benefit	—	(25.7)	0.1	(4.1)	—	(29.7)
Income (Loss) before Equity in Net Earnings of Affiliates	—	3.0	18.7	(0.7)	2.8	23.8
Equity in Net Earnings of Affiliates	—	—	—	0.8	—	0.8
Equity in Net Earnings of Subsidiaries	24.6	21.6	1.5	—	(47.7)	—
Net Income (Loss)	$24.6	$ 24.6	$ 20.2	$ 0.1	$ (44.9)	$ 24.6

In millions	Parent	Subsidiary Issuer	Combined Guarantor Subsidiaries	Combined Nonguarantor Subsidiaries	Consolidating Eliminations	Consolidated
	September 30, 2010					
ASSETS						
Current Assets:						
Cash and Cash Equivalents	$ —	$ 142.1	$ —	$ 24.2	$ —	$ 166.3
Receivables, Net	—	300.3	52.3	78.3	—	430.9
Inventories, Net	—	326.4	63.6	54.2	—	444.2
Intercompany	6.9	174.7	(115.9)	(65.7)	—	—
Other Current Assets	—	61.9	1.2	7.2	—	70.3
Total Current Assets	6.9	1,005.4	1.2	98.2	—	1,111.7
Property, Plant and Equipment, Net	—	1,480.0	121.6	61.1	(0.2)	1,662.5
Investment in Consolidated Subsidiaries	723.1	211.2	(2.7)	122.3	(1,053.9)	—
Goodwill	—	1,170.9	—	33.5	—	1,204.4
Intangible Assets, Net	—	575.3	—	11.8	—	587.1
Other Assets	—	35.1	0.7	16.2	—	52.0
Total Assets	$730.0	$4,477.9	$ 120.8	$ 343.1	$ (1,054.1)	$ 4,617.7
LIABILITIES						
Current Liabilities:						
Short-Term Debt and Current Portion of Long-Term Debt	$ —	$ 20.0	$ —	$ 8.8	$ —	$ 28.8
Accounts Payable	—	263.4	39.2	33.5	—	336.1
Interest Payable	—	34.6	—	—	—	34.6
Other Accrued Liabilities	—	168.2	9.6	20.9	—	198.7
Total Current Liabilities	—	486.2	48.8	63.2	—	598.2
Long-Term Debt	—	2,696.0	—	0.9	—	2,696.9
Deferred Income Tax Liabilities	—	245.5	0.9	4.5	—	250.9
Other Noncurrent Liabilities	—	327.1	—	14.6	—	341.7
Total Liabilities	—	3,754.8	49.7	83.2	—	3,887.7
SHAREHOLDERS' EQUITY						
Total Shareholders' Equity	730.0	723.1	71.1	259.9	(1,054.1)	730.0
Total Liabilities and Shareholders' Equity	$730.0	$4,477.9	$ 120.8	$ 343.1	$ (1,054.1)	$ 4,617.7

In millions	Parent	Subsidiary Issuer	Combined Guarantor Subsidiaries	Combined Nonguarantor Subsidiaries	Consolidating Eliminations	Consolidated
	December 31, 2009					
ASSETS						
Current Assets:						
Cash and Cash Equivalents	$ —	$ 124.3	$ —	$ 25.5	$ —	$ 149.8
Receivables, Net	—	266.0	41.6	74.7	—	382.3
Inventories, Net	—	333.2	56.8	46.5	—	436.5
Intercompany	1.8	193.5	(130.9)	(64.4)	—	—
Other Current Assets	—	48.2	0.7	3.8	—	52.7
Total Current Assets	1.8	965.2	(31.8)	86.1	—	1,021.3
Property, Plant and Equipment, Net	—	1,594.9	139.1	63.6	(0.2)	1,797.4
Investment in Consolidated Subsidiaries	727.0	184.2	(0.2)	123.2	(1,034.2)	—
Goodwill	—	1,171.9	—	32.7	—	1,204.6
Intangible Assets, Net	—	607.7	—	12.3	—	620.0
Other Assets	—	41.5	0.7	16.3	—	58.5
Total Assets	$728.8	$4,565.4	$ 107.8	$ 334.2	$ (1,034.4)	$ 4,701.8
LIABILITIES						
Current Liabilities:						
Short-Term Debt and Current Portion of Long-Term Debt	$ —	$ 10.0	$ —	$ 7.6	$ —	$ 17.6
Accounts Payable	—	282.8	39.5	39.5	—	361.8
Interest Payable	—	42.7	—	—	—	42.7
Other Accrued Liabilities	—	184.5	12.6	15.3	—	212.4
Total Current Liabilities	—	520.0	52.1	62.4	—	634.5
Long-Term Debt	—	2,782.6	—	—	—	2,782.6
Deferred Income Tax Liabilities	—	221.7	0.9	4.3	—	226.9
Other Noncurrent Liabilities	—	314.1	—	14.9	—	329.0
Total Liabilities	—	3,838.4	53.0	81.6	—	3,973.0
SHAREHOLDERS' EQUITY						
Total Shareholders' Equity	728.8	727.0	54.8	252.6	(1,034.4)	728.8
Total Liabilities and Shareholders' Equity	$728.8	$4,565.4	$ 107.8	$ 334.2	$ (1,034.4)	$ 4,701.8

In millions	Nine Months Ended September 30, 2010					
	Parent	Subsidiary Issuer	Combined Guarantor Subsidiaries	Combined Nonguarantor Subsidiaries	Consolidating Eliminations	Consolidated
CASH FLOWS FROM OPERATING ACTIVITIES:						
Net (Loss) Income	$(8.9)	$ (8.9)	$ 19.4	$ 0.8	$ (11.3)	$ (8.9)
Noncash Items Included in Net (Loss) Income:						
Depreciation and Amortization	—	198.9	12.5	6.6	—	218.0
Deferred Income Taxes	—	23.8	0.6	—	—	24.4
Amount of Postemployment Expense Less Than Funding	—	(13.1)	—	(1.7)	—	(14.8)
Equity in Subsidiaries	8.9	(19.6)	(0.6)	—	11.3	—
Other, Net	—	31.3	—	—	—	31.3
Changes in Operating Assets and Liabilities	—	(41.9)	(29.9)	(4.1)	—	(75.9)
Net Cash Provided by Operating Activities	—	170.5	2.0	1.6	—	174.1
CASH FLOWS FROM INVESTING ACTIVITIES:						
Capital Spending	—	(66.6)	(2.0)	(5.3)	—	(73.9)
Other, Net	—	(3.6)	—	—	—	(3.6)
Net Cash Used in Investing Activities	—	(70.2)	(2.0)	(5.3)	—	(77.5)
CASH FLOWS FROM FINANCING ACTIVITIES:						
Proceeds from Issuance or Modification of Debt	—	29.4	—	—	—	29.4
Payments on Debt	—	(101.7)	—	—	—	(101.7)
Borrowings under Revolving Credit Facilities	—	82.4	—	44.0	—	126.4
Payments on Revolving Credit Facilities	—	(82.4)	—	(42.2)	—	(124.6)
Redemption and Early Tender Premiums and Debt Issuance Costs	—	(10.2)	—	—	—	(10.2)
Net Cash (Used in) Provided by Financing Activities	—	(82.5)	—	1.8	—	(80.7)
Effect of Exchange Rate Changes on Cash	—	—	—	0.6	—	0.6
Net Increase in Cash and Cash Equivalents	—	17.8	—	(1.3)	—	16.5
Cash and Cash Equivalents at Beginning of Period	—	124.3	—	25.5	—	149.8
CASH AND CASH EQUIVALENTS AT END OF PERIOD	$ —	$ 142.1	$ —	$ 24.2	$ —	$ 166.3

In millions	Parent	Subsidiary Issuer	Combined Guarantor Subsidiaries	Combined Nonguarantor Subsidiaries	Consolidating Eliminations	Consolidated
	Nine Months Ended September 30, 2009					
CASH FLOWS FROM OPERATING ACTIVITIES:						
Net Income (Loss)	$ 24.6	$ 24.6	$ 20.2	$ 0.1	$ (44.9)	$ 24.6
Noncash Items Included in Net Income (Loss):						
Depreciation and Amortization	—	202.6	17.9	7.5	—	228.0
Deferred Income Taxes	—	23.8	4.1	—	—	27.9
Amount of Postemployment Expense Greater (Less) Than Funding	—	15.4	—	(2.3)	—	13.1
Equity in Subsidiaries	(24.6)	(21.6)	(1.5)	—	47.7	—
Other, Net	—	19.3	(1.2)	—	—	18.1
Changes in Operating Assets and Liabilities	—	26.9	(31.2)	17.9	(2.8)	10.8
Net Cash Provided by Operating Activities	—	291.0	8.3	23.2	—	322.5
CASH FLOWS FROM INVESTING ACTIVITIES:						
Capital Spending	—	(85.6)	(5.0)	(5.7)	—	(96.3)
Proceeds from Sales of Assets, Net of Selling Costs	—	5.7	4.1	—	—	9.8
Other, Net	—	(2.2)	—	—	—	(2.2)
Net Cash Used in Investing Activities	—	(82.1)	(0.9)	(5.7)	—	(88.7)
CASH FLOWS FROM FINANCING ACTIVITIES:						
Proceeds from Issuance of Debt	—	423.8	—	—	—	423.8
Payments on Debt	—	(425.3)	—	—	—	(425.3)
Borrowings under Revolving Credit Facilities	—	105.9	—	42.0	—	147.9
Payments on Revolving Credit Facilities	—	(249.1)	—	(42.1)	—	(291.2)
Redemption and Early Tender Premiums and Debt Issuance Costs	—	(14.7)	—	—	—	(14.7)
Net Cash Used in Financing Activities	—	(159.4)	—	(0.1)	—	(159.5)
Effect of Exchange Rate Changes on Cash	—	—	—	0.3	—	0.3
Net Increase in Cash and Cash Equivalents	—	49.5	7.4	17.7	—	74.6
Cash and Cash Equivalents at Beginning of Period	—	170.8	(7.5)	6.8	—	170.1
CASH AND CASH EQUIVALENTS AT END OF PERIOD	$ —	$ 220.3	$ (0.1)	$ 24.5	$ —	$ 244.7

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

INTRODUCTION

This management's discussion and analysis of financial conditions and results of operations is intended to provide investors with an understanding of Graphic Packaging Holding Company's ("GPHC" and, together with its subsidiaries, the "Company") past performance, its financial condition and its prospects. The following will be discussed and analyzed:

- Overview of Business
- Overview of 2010 Results
- Results of Operations
- Financial Condition, Liquidity and Capital Resources
- Critical Accounting Policies
- New Accounting Standards
- Business Outlook

OVERVIEW OF BUSINESS

The Company's objective is to strengthen its position as a leading provider of packaging solutions. To achieve this objective, the Company offers customers its paperboard, cartons and packaging machines, either as an integrated solution or separately. Cartons and carriers are designed to protect and contain products. Product offerings include a variety of laminated, coated and printed packaging structures that are produced from the Company's coated unbleached kraft ("CUK"), coated-recycled board ("CRB") and uncoated-recycled board, as well as other grades of paperboard that are purchased from third party suppliers. Innovative designs and combinations of paperboard, films, foils, metallization, holographics and embossing are customized to the individual needs of the customers.

The Company is also a leading supplier of multi-wall bags and in addition to a full range of products, provides customers with value-added graphical and technical support, and packaging workshops to help educate customers.

The Company's specialty packaging business has an established position in end-markets for food products, pharmaceutical and medical products, personal care, industrial, pet food and pet care products. In addition, the Company's label business focuses on two product lines: heat transfer labels and lithographic labels.

The Company is implementing strategies (i) to expand market share in its current markets and to identify and penetrate new markets; (ii) to capitalize on the Company's customer relationships, business competencies, and low-cost mills and converting assets; (iii) to develop and market innovative, sustainable products and applications; and (iv) to continue to reduce costs by focusing on operational improvements. The Company's ability to fully implement its strategies and achieve its objective may be influenced by a variety of factors, many of which are beyond its control, such as inflation of raw material and other costs, which the Company cannot always pass through to its customers, and the effect of overcapacity in the worldwide paperboard packaging industry.

Significant Factors That Impact The Company's Business

Impact of Inflation. The Company's cost of sales consists primarily of energy (including natural gas, fuel oil and electricity), pine pulpwood, chemicals, recycled fibers, purchased paperboard, paper, aluminum foil, ink, plastic films and resins, depreciation expense and labor. Although the Company is currently experiencing inflation with certain input costs, its cost of goods sold during the first nine months of 2010 reflects the lower cost associated with the inventory on hand at December 31, 2009. Inflation increased costs in the first nine months of 2010 by $75.5 million, compared to the first nine months of 2009. The higher costs in 2010 are primarily

related to secondary fiber and wood ($54.6 million); resin and inks and coatings ($32.3 million); freight ($6.6 million); externally purchased board ($6.0 million) and other costs ($9.2 million). These higher costs were partially offset by lower energy costs ($30.7 million), mainly due to the price of natural gas and chemicals ($2.5 million). Since negotiated sales contracts and the market largely determine the pricing for its products, the Company is at times limited in its ability to raise prices and pass through to its customers any inflationary or other cost increases that the Company may incur.

As the price of natural gas has experienced significant variability, the Company has entered into contracts designed to manage risks associated with future variability in cash flows caused by changes in the price of natural gas. The Company has entered into natural gas swap contracts to hedge prices for a portion of its expected natural gas usage for the remainder of 2010. Additionally, the Company has hedged a portion of its expected usage for 2011.

Substantial Debt Obligations. The Company has $2,725.7 million of outstanding debt obligations as of September 30, 2010. This debt can have significant consequences for the Company, as it requires a significant portion of cash flow from operations to be used for the payment of principal and interest, exposes the Company to the risk of increased interest rates and restricts the Company's ability to obtain additional financing. Covenants in the Company's Credit Agreement dated May 16, 2007, as amended (the "Credit Agreement") and the indentures governing the 9.5% Senior Subordinated Notes due 2013, 9.5% Senior Notes due 2017, and the 7.875% Senior Notes due 2018 (the "Indentures") also prohibit or restrict, among other things, the disposal of assets, the incurrence of additional indebtedness (including guarantees), payment of dividends, loans or advances and certain other types of transactions. These restrictions could limit the Company's flexibility to respond to changing market conditions and competitive pressures. The Credit Agreement also requires compliance with a maximum consolidated secured leverage ratio. The Company's ability to comply in future periods with the financial covenant will depend on its ongoing financial and operating performance, which in turn will be subject to many other factors, many of which are beyond the Company's control. See "Financial Condition, Liquidity and Capital Resources — Liquidity and Capital Resources" for additional information regarding the Company's debt obligations.

The substantial debt and the restrictions under the Credit Agreement and the Indentures could limit the Company's flexibility to respond to changing market conditions and competitive pressures. The material outstanding debt obligations and the restrictions may also leave the Company more vulnerable to a downturn in general economic conditions or its business, or unable to carry out capital expenditures that are necessary or important to its growth strategy and productivity improvement programs.

Commitment to Cost Reduction. In light of increasing margin pressure throughout the packaging industry, the Company has programs in place that are designed to reduce costs, improve productivity and increase profitability. The Company utilizes a global continuous improvement initiative that uses statistical process control to help design and manage many types of activities, including production and maintenance. This includes a Six Sigma process focused on reducing variable and fixed manufacturing and administrative costs. The Company expanded the continuous improvement initiative to include the deployment of Lean Sigma principles into manufacturing and supply chain services. As the Company strengthens the systems approach to continuous improvement, Lean Sigma supports the efforts to build a high performing culture. During the first nine months of 2010, the Company achieved $119.6 million in additional cost savings as compared to the first nine months of 2009, through its continuous improvement programs and integration synergies. The Company's ability to continue to successfully implement its business strategies and to realize anticipated savings and operating efficiencies is subject to significant business, economic and competitive uncertainties and contingencies, many of which are beyond the Company's control. If the Company cannot successfully implement the strategic cost reductions or other cost savings plans, it may not be able to continue to compete successfully against other manufacturers. In addition, any failure to generate the anticipated efficiencies and savings could adversely affect the Company's financial results.

Competition and Market Factors. As some products can be packaged in different types of materials, the Company's sales are affected by competition from other manufacturers' CUK board and other substrates such as solid bleached sulfate and recycled clay-coated news. Substitute products also include plastic, shrink film and corrugated containers. In addition, while the Company has long-term relationships with many of its customers, the underlying contracts may be re-bid or renegotiated from time to time, and the Company may not be successful in renewing on favorable terms or at all. The Company works to maintain market share through efficiency, product innovation and strategic sourcing to its customers; however, pricing and other competitive pressures may occasionally result in the loss of a customer relationship.

The Company's sales historically are also driven by consumer buying habits in the markets its customers serve. Increases in the costs of living, conditions in the residential real estate market, high unemployment rates, tight credit markets and declines in consumer

disposable income, as well as other macroeconomic factors, may significantly negatively affect consumer spending behavior, which could have a material adverse effect on demand for the Company's products. New product introductions and promotional activity by the Company's customers and the Company's introduction of new packaging products also impact its sales. The Company's containerboard business is subject to conditions in the cyclical worldwide commodity paperboard markets, which have a significant impact on containerboard sales.

Alternative Fuel Tax Credit. The Company burns alternative fuel at its West Monroe, LA and Macon, GA mills in order to produce energy and recover chemicals. During 2009, the U.S. Internal Revenue Code allowed an excise tax credit under certain circumstances for the use of alternative fuels and alternative fuel mixtures. In the first quarter of 2009, the Company filed an application with the Internal Revenue Service (the "IRS") for certification of eligibility to receive the tax credit for its use of black liquor in alternative fuel mixtures in the recovery boilers at the mills. During the second quarter of 2009, the Company received notification from the IRS that its registration as an alternate fuel mixer had been approved. As of September 30, 2009, the Company had submitted refund claims based on fuel usage at the two mills from mid-January 2009 through September 30, 2009 totaling $103.8 million and had received refunds totaling $97.2 million. The net impact of the tax credit is included in Restructuring and Other Special (Credits) Charges in the amount of $38.5 million and $93.8 million for the three and nine months ended September 30, 2009, and is included in Corporate for segment reporting purposes. The excise tax credit expired on December 31, 2009.

OVERVIEW OF 2010 RESULTS

This management's discussion and analysis contains an analysis of Net Sales, Income from Operations and other information relevant to an understanding of results of operations.

- Net Sales for the three months ended September 30, 2010 decreased by $11.4 million, or 1.1%, to $1,042.8 million from $1,054.2 million for the three months ended September 30, 2009 primarily due to lower volume in the paperboard packaging and specialty packaging segments. These decreases were partially offset by higher pricing across all segments and volume improvement in multi-wall bag.
- Income from Operations for the three months ended September 30, 2010 decreased by $19.0 million, or 19.5%, to $78.5 million from $97.5 million for the three months ended September 30, 2009. This decrease was primarily due to the $38.5 million alternative fuel tax credit net of expenses received in the third quarter of 2009 and higher input costs experienced in the third quarter of 2010. The negative impact of the inflation was offset by higher pricing and cost savings achieved through continuous improvement programs and integration synergies and lower merger related expenses of $14.6 million.

RESULTS OF OPERATIONS

Segment Information

The Company reports its results in three business segments: paperboard packaging, multi-wall bag and specialty packaging.

	Three Months Ended September 30,		Nine Months Ended September 30,	
In millions	**2010**	**2009**	**2010**	**2009**
NET SALES:				
Paperboard Packaging	$ 873.3	$ 886.2	$2,575.7	$2,605.9
Multi-wall Bag	122.2	117.5	354.9	357.6
Specialty Packaging	47.3	50.5	152.8	153.7
Total	$1,042.8	$1,054.2	$3,083.4	$3,117.2
INCOME (LOSS) FROM OPERATIONS:				
Paperboard Packaging	$ 86.8	$ 90.8	$ 237.5	$ 232.2
Multi-wall Bag	0.6	1.8	2.9	3.2
Specialty Packaging	1.0	—	9.9	6.1
Corporate	(9.9)	4.9	(89.4)	(22.9)
Total	$ 78.5	$ 97.5	$ 160.9	$ 218.6

THIRD QUARTER 2010 COMPARED WITH THIRD QUARTER 2009

Net Sales

In millions	2010	2009	Increase (Decrease)	Percent Change
	Three Months Ended September 30,			
Paperboard Packaging	$ 873.3	$ 886.2	$ (12.9)	(1.5%)
Multi-wall Bag	122.2	117.5	4.7	4.0%
Specialty Packaging	47.3	50.5	(3.2)	(6.3%)
Total	$1,042.8	$1,054.2	$ (11.4)	(1.1%)

The components of the change in Net Sales by segment are as follows:

In millions	2009	Price	Volume/Mix: Divested Businesses	Volume/Mix: Organic	Exchange	Total	2010
	Three Months Ended September 30,	Variances					
Paperboard Packaging	$ 886.2	$ 5.5	$ —	$(18.0)	$ (0.4)	$(12.9)	$ 873.3
Multi-wall Bag	117.5	3.7	—	1.0	—	4.7	122.2
Specialty Packaging	50.5	4.4	—	(8.2)	0.6	(3.2)	47.3
Total	$1,054.2	$13.6	$ —	$(25.2)	$ 0.2	$(11.4)	$1,042.8

Paperboard Packaging

The Company's Net Sales from paperboard packaging for the three months ended September 30, 2010 decreased by $12.9 million, or 1.5%, to $873.3 million from $886.2 million for the same period in 2009 as a result of lower volume for consumer and beverage products, partially offset by higher volume in open market CUK sales. The lower consumer products sales were due to the continuing impact of general market conditions in which volume has remained steady in staples (e.g., cereal, frozen foods) but was down in discretionary items (e.g., eating out). The lower beer volume was due to general market conditions and a shift from beer to wine and spirits. The lower soft drink volume was due to customers' destocking after stronger sales due to the promotional activities in the second quarter. These decreases were partially offset by price increases in consumer products and open market containerboard, CUK and CRB. The Company announced several price increases this year, which benefited open market sales in the quarter.

Multi-wall Bag

The Company's Net Sales from multi-wall bag for the three months ended September 30, 2010 increased by $4.7 million, or 4.0%, to $122.2 million from $117.5 million for the same period in 2009 as a result of higher pricing primarily due to negotiated inflationary pass throughs and the impact of the higher volume/mix as a result of market improvements in the chemical and mineral industries.

Specialty Packaging

The Company's Net Sales from specialty packaging for the three months ended September 30, 2010 decreased by $3.2 million, or 6.3%, to $47.3 million from $50.5 million for the same period in 2009 as a result of lower volume/mix due primarily to lower market demand in the building products and food and pharmaceutical industries. The volume decrease was partially offset by higher pricing due to negotiated inflationary pass throughs and favorable currency exchange rates in Canada.

Income (Loss) from Operations

In millions	Three Months Ended September 30, 2010	2009	Increase (Decrease)	Percent Change
Paperboard Packaging	$86.8	$90.8	$ (4.0)	(4.4%)
Multi-wall Bag	0.6	1.8	(1.2)	(66.7%)
Specialty Packaging	1.0	—	1.0	(100.0%)
Corporate	(9.9)	4.9	(14.8)	N.M.(a)
Total	$78.5	$97.5	$ (19.0)	(19.5%)

Note:

(a) Percentage calculation not meaningful.

The components of the change in Income (Loss) from Operations by segment are as follows:

	Three Months Ended September 30,							
		Variances						
In millions	2009	Price	Volume/Mix	Inflation	Exchange	Other[(a)]	Total	2010
Paperboard Packaging	$90.8	$ 5.5	$ (3.3)	$ (42.2)	$ 0.4	$ 35.6	$ (4.0)	$86.8
Multi-wall Bag	1.8	3.7	—	(6.7)	—	1.8	(1.2)	0.6
Specialty Packaging	—	4.4	(0.3)	(3.1)	—	—	1.0	1.0
Corporate	4.9	—	—	—	1.5	(16.3)	(14.8)	(9.9)
Total	$97.5	$13.6	$ (3.6)	$ (52.0)	$ 1.9	$ 21.1	$(19.0)	$78.5

Note:

(a) Includes the Company's cost reduction initiatives and expenses related to the combination of Graphic Packaging Corporation and Altivity Packaging, LLC as well as the alternative fuel tax credit received in 2009.

Paperboard Packaging

The Company's Income from Operations from paperboard packaging for the three months ended September 30, 2010 decreased by $4.0 million, or 4.4%, to $86.8 million from $90.8 million for the same period in 2009 as a result of higher inflation and the lower volume in consumer and beverage products. These decreases were partially offset by cost savings through continuous improvement programs and integration synergies, higher pricing and the timing of maintenance outages. There were four fewer days taken for maintenance outages in September compared to the same period of last year. The inflation was primarily related to higher secondary fiber and wood ($26.0 million); resin and inks and coatings ($10.3 million); external board ($4.9 million); chemicals ($4.2 million); other costs ($4.2 million); and freight ($2.7 million). These higher costs were partially offset by lower energy costs ($10.1 million), mainly due to the price of natural gas.

Multi-wall Bag

The Company's Income from Operations from multi-wall bag for the three months ended September 30, 2010 decreased by $1.2 million, or 66.7%, to $0.6 million from $1.8 million for the same period in 2009 as a result of higher inflation, primarily for externally purchased paper. The decrease was partially offset by the higher pricing and cost savings.

Specialty Packaging

The Company's Income from Operations from specialty packaging for the three months ended September 30, 2010 increased by $1.0 million, or 100%, to $1.0 million as a result of the higher pricing. These increases were partially offset by higher costs, primarily for resin, and lower volume.

Corporate

The Company's Loss from Operations from corporate for the three months ended September 30, 2010 was $9.9 million compared to a $4.9 million Income from Operations for the same period in 2009. The change was primarily due to the $38.5 million alternative fuel tax credit net of expenses, partially offset by $14.6 million merger expenses and higher pension expense recorded in the third quarter of 2009. Additionally, the Company incurred higher incentive and other general corporate costs in the third quarter of 2010.

FIRST NINE MONTHS 2010 COMPARED WITH FIRST NINE MONTHS 2009

Net Sales

	Nine Months Ended September 30,			
In millions	**2010**	**2009**	**Increase (Decrease)**	**Percent Change**
Paperboard Packaging	$2,575.7	$2,605.9	$ (30.2)	(1.2%)
Multi-wall Bag	354.9	357.6	(2.7)	(0.8%)
Specialty Packaging	152.8	153.7	(0.9)	(0.6%)
Total	$3,083.4	$3,117.2	$ (33.8)	(1.1%)

The components of the change in Net Sales by segment are as follows:

	Nine Months Ended September 30,						
		Variances					
In millions	**2009**	**Price**	**Volume/Mix**		**Exchange**	**Total**	**2010**
			Divested Businesses	**Organic**			
Paperboard Packaging	$2,605.9	$(19.2)	—	$(17.1)	$ 6.1	$(30.2)	$2,575.7
Multi-wall Bag	357.6	(7.4)	(3.6)	8.3	—	(2.7)	354.9
Specialty Packaging	153.7	7.5	(8.9)	(1.8)	2.3	(0.9)	152.8
Total	$3,117.2	$(19.1)	$ (12.5)	$(10.6)	$ 8.4	$(33.8)	$3,083.4

Paperboard Packaging

The Company's Net Sales from paperboard packaging for the first nine months of 2010 decreased by $30.2 million, or 1.2%, to $2,575.7 million from $2,605.9 million for the same period in 2009 as a result of lower pricing for consumer and beverage products. The lower pricing for consumer and beverage products is primarily due to the timing of deflationary cost pass throughs as a result of deflation during 2009. The Company has announced price increases which should benefit sales in the reminder of the year. Lower volume for consumer and beverage products was offset by increased volume for containerboard and open market CRB and CUK sales. The corrugated medium machine was down for 36 days during the first nine months of 2009 due to softness in that market. The lower consumer products sales were due to a decision to exit lower margin business, as well as the continuing impact of general market conditions in which volume has remained steady in staples (e.g., cereal, frozen foods) but was down in discretionary items (e.g., eating out, health and beauty, candy). The decrease in beer volume was due to general market conditions and a shift to wine and spirits, which was partially offset by increases in the international beverage business. Favorable currency exchange rate changes, primarily in Australia and Japan, also positively impacted Net Sales.

Multi-wall Bag

The Company's Net Sales from multi-wall bag for the first nine months of 2010 decreased by $2.7 million, or 0.8%, to $354.9 million from $357.6 million for the same period in 2009 as a result of lower pricing primarily due to negotiated deflationary pass throughs and the impact of the divested bag equipment business. These decreases were partially offset by higher volume as a result of market improvements in the chemical and mineral industries.

Specialty Packaging

The Company's Net Sales from specialty packaging for the first nine months of 2010 decreased by $0.9 million, or 0.6%, to $152.8 million from $153.7 million for the same period in 2009 as a result of the impact of the divested ink business and slightly lower volume/mix due to market condition in the building products, and food and pharmaceutical industries; partially offset by higher pricing and favorable currency exchange rates in Canada.

Income (Loss) from Operations

	Nine Months Ended September 30,			
In millions	**2010**	**2009**	**Increase (Decrease)**	**Percent Change**
Paperboard Packaging	$237.5	$232.2	$ 5.3	2.3%
Multi-wall Bag	2.9	3.2	(0.3)	(9.4%)
Specialty Packaging	9.9	6.1	3.8	62.3%
Corporate	(89.4)	(22.9)	(66.5)	N.M.(a)
Total	$160.9	$218.6	$ (57.7)	(26.4%)

Note:

(a) Percentage calculation not meaningful.

The components of the change in Income (Loss) from Operations by segment are as follows:

	Nine Months Ended September 30,							
		Variances						
In millions	**2009**	**Price**	**Volume/Mix**	**Inflation**	**Exchange**	**Other[(a)]**	**Total**	**2010**
Paperboard Packaging	$232.2	$(19.2)	$ (4.5)	$ (60.6)	$ (0.5)	$ 90.1	$ 5.3	$237.5
Multi-wall Bag	3.2	(7.4)	0.4	(3.7)	—	10.4	(0.3)	2.9
Specialty Packaging	6.1	7.5	0.4	(11.2)	0.2	6.9	3.8	9.9
Corporate	(22.9)	—	—	—	(2.3)	(64.2)	(66.5)	(89.4)
Total	$218.6	$(19.1)	$ (3.7)	$ (75.5)	$ (2.6)	$ 43.2	$(57.7)	$160.9

Note:

(a) Includes the Company's cost reduction initiatives and expenses related to the combination of Graphic Packaging Corporation and Altivity Packaging, LLC as well as the alternative fuel tax credit received in 2009.

Paperboard Packaging

The Company's Income from Operations from paperboard packaging for the first nine months of 2010 increased by $5.3 million, or 2.3%, to $237.5 million from $232.2 million for the same period in 2009. This increase was primarily a result of cost savings through continuous improvement programs and integration synergies primarily focused on maximizing productivity and minimizing waste in the production cycle as well as higher output and higher levels of integration of its own board during 2010, as the Company integrated an additional 70,000 tons over the prior period. These cost savings were partially offset by inflation, the lower pricing in consumer and beverage products, and the lower volume. The lower volume in consumer and beverage products was primarily due to general market conditions, and was partially offset by stronger open market sales. In 2009, the Company incurred higher accelerated depreciation related to assets that will be removed from service before the end of their useful lives due to facility closures, higher costs associated with the then pending closure of the Company's plant in Grenoble, France and higher unabsorbed fixed costs due to the 36 days of demand-related downtime on the corrugated mediam machine. The inflation was primarily related to higher secondary fiber and wood ($54.6 million); resin and inks and coatings ($18.0 million); other costs ($7.9 million); external board ($7.0 million); and freight ($6.3 million). These higher costs were partially offset by lower energy costs ($30.7 million), mainly due to the price of natural gas, and lower chemical costs ($2.5 million).

Multi-wall Bag

The Company's Income from Operations from multi-wall bag for the first nine months of 2010 decreased by $0.3 million, or 9.4%, to $2.9 million from $3.2 million for the same period in 2009 as a result of the lower pricing and higher inflation, primarily for externally purchased paper. These decreases were partially offset by cost savings through continuous improvement programs and higher volume. In the same period 2009, the Company recorded accelerated depreciation for assets that would be removed from service before the end of their useful lives due to a facility closure.

Specialty Packaging

The Company's Income from Operations from specialty packaging for the first nine months of 2010 increased by $3.8 million, or 62.3%, to $9.9 million from $6.1 million for the same period in 2009 as a result of the higher pricing, cost savings and volume. These increases were partially offset by higher costs, primarily for resin, and the gain on the sale of the ink business in 2009.

Corporate

The Company's Loss from Operations from corporate for the first nine months of 2010 was $89.4 million compared to $22.9 million for the same period in 2009. The change was primarily due to the $93.8 million alternative fuel tax credit net of expenses received in the same period of 2009. The negative impact was partially offset by lower merger-related expense primarily due to finalization of the restructuring activities and lower payroll related expenses, primarily pension expense.

INTEREST EXPENSE, NET AND INCOME TAX EXPENSE

Interest Expense, Net

Interest Expense, Net was $134.0 million and $158.0 million for the first nine months of 2010 and 2009, respectively. Interest Expense decreased primarily due to lower levels of the Company's debt. As of September 30, 2010, approximately 18.1% of the Company's total debt was subject to floating interest rates.

Income Tax Expense

During the first nine months of 2010, the Company recognized Income Tax Expense of $29.8 million on Income before Income Taxes and Equity in Net Earnings of Affiliates of $19.5 million. During the first nine months of 2009, the Company recognized Income Tax Expense of $29.7 million on Income before Income Taxes and Equity in Net Earnings of Affiliates of $53.5 million. Income Tax Expense for the first nine months of 2010 and 2009 primarily relates to the noncash expense of $23.8 million, which is associated with the amortization of goodwill for tax purposes. The Company has approximately $1.3 billion of net operating loss carryforwards for U.S. federal income tax purposes, which may be used to offset future taxable income.

FINANCIAL CONDITION, LIQUIDITY AND CAPITAL RESOURCES

The Company broadly defines liquidity as its ability to generate sufficient funds from both internal and external sources to meet its obligations and commitments. In addition, liquidity includes the ability to obtain appropriate debt and equity financing and to convert into cash those assets that are no longer required to meet existing strategic and financial objectives. Therefore, liquidity cannot be considered separately from capital resources that consist of current or potentially available funds for use in achieving long-range business objectives and meeting debt service commitments. The expiration of the alternative fuel tax credit on December 31, 2009 is not expected to negatively impact the Company's ability to fund operations, make appropriate capital expenditures or meet its annual debt reduction targets.

Cash Flows

In millions	Nine Months Ended September 30, 2010	2009
Net Cash Provided by Operating Activities	$ 174.1	$ 322.5
Net Cash Used in Investing Activities	(77.5)	(88.7)
Net Cash Used in Financing Activities	(80.7)	(159.5)

Net cash provided by operating activities for the first nine months of 2010 totaled $174.1 million, compared to $322.5 million for the same period in 2009. The decrease was primarily due to the alternative fuel tax credit received in 2009 of $97.2 million, lower inventory levels at the end of 2009 as a result of inventory reduction effort and timing of the compensation and benefit accruals, partially offset by higher accruals associated with the finalization of the Company's restructuring activities.

Net cash used in investing activities for the first nine months of 2010 totaled $77.5 million, compared to $88.7 million for the same period in 2009. This year over year change was due primarily to a decrease in capital spending of $22.4 million as a result of completion of the integration plans.

Net cash used in financing activities for the first nine months of 2010 totaled $80.7 million compared to net cash used in financing activities of $159.5 million for the same period in 2009. This decrease was primarily due to lower net payments under the Company's revolving credit facilities, partially offset by the Company's retirements in June and August of 2010 for $34.9 million and $66.8 million, respectfully, of its Senior Subordinated Notes due 2013. Additionally, on September 29, 2010, the Company completed the issuance and sale of $250.0 million of aggregate principal amount of its 7.875% Senior Notes due in 2018. A portion of the proceeds were used to retire, through a tender offer, $220.6 million aggregate principal amount of 9.5% Senior Subordinated Notes due 2013. In September 2010, the Company called an additional $29.4 million of its Senior Subordinated Notes due 2013 for settlement on October 29, 2010.

Liquidity and Capital Resources

The Company's liquidity needs arise primarily from debt service on its substantial indebtedness and from the funding of its capital expenditures, ongoing operating costs and working capital. Principal and interest payments under the term loan facility and the revolving credit facility, together with principal and interest payments on the Company's the 9.5% Senior Subordinated Notes due 2013, the 9.5% Senior Notes due 2017, and the 7.875% Senior Notes due 2018, represent significant liquidity requirements for the Company. Based upon current levels of operations, anticipated cost savings and expectations as to future growth, the Company believes that cash generated from operations, together with amounts available under its revolving credit facility and other available financing sources, will be adequate to permit the Company to meet its debt service obligations, necessary capital expenditure program requirements and ongoing operating costs and working capital needs, although no assurance can be given in this regard. The Company's future financial and operating performance, ability to service or refinance its debt and ability to comply with the covenants and restrictions contained in its debt agreements (see "Covenant Restrictions") will be subject to future economic conditions, including conditions in the credit markets, and to financial, business and other factors, many of which are beyond the Company's control, and will be substantially dependent on the selling prices and demand for the Company's products, raw material and energy costs, and the Company's ability to successfully implement its overall business and profitability strategies.

Covenant Restrictions

The Credit Agreement and the Indentures limit the Company's ability to incur additional indebtedness. Additional covenants contained in the Credit Agreement and the Indentures, among other things, restrict the ability of the Company to dispose of assets, incur guarantee obligations, prepay other indebtedness, make dividends and other restricted payments, create liens, make equity or debt investments, make acquisitions, modify terms of the Indentures, engage in mergers or consolidations, change the business conducted by the Company and its subsidiaries, and engage in certain transactions with affiliates. Such restrictions, together with the highly leveraged nature of the Company and recent disruptions in the credit markets, could limit the Company's ability to respond to changing market conditions, fund its capital spending program, provide for unexpected capital investments or take advantage of business opportunities.

Under the terms of the Credit Agreement, the Company must comply with a maximum consolidated secured leverage ratio, which is defined as the ratio of: (a) total long-term and short-term indebtedness of the Company and its consolidated subsidiaries as determined in accordance with generally accepted accounting principles in the United States ("U.S. GAAP"), plus the aggregate cash proceeds received by the Company and its subsidiaries from any receivables or other securitization but excluding therefrom (i) all unsecured indebtedness, (ii) all subordinated indebtedness permitted to be incurred under the Credit Agreement, and (iii) all secured indebtedness of foreign subsidiaries to (b) Adjusted EBITDA, which we refer to as Credit Agreement EBITDA(1). Pursuant to this financial covenant, the Company must maintain a maximum consolidated secured leverage ratio of less than the following:

	Maximum Consolidated Secured Leverage Ratio(1)
October 1, 2009 and thereafter	4.75 to 1.00

Note:

(1) Credit Agreement EBITDA is defined in the Credit Agreement as consolidated net income before consolidated net 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, any income or loss accounted for by the equity method of accounting, and projected run rate cost savings, prior to or within a twelve month period.

At September 30, 2010, the Company was in compliance with the financial covenant in the Credit Agreement and the ratio was as follows:

Consolidated Secured Leverage Ratio — 2.95 to 1.00

The Company's management believes that presentation of the consolidated secured leverage ratio and Credit Agreement EBITDA herein provides useful information to investors because borrowings under the Credit Agreement are a key source of the Company's liquidity, and the Company's ability to borrow under the Credit Agreement is dependent on, among other things, its compliance with the financial ratio covenant. Any failure by the Company to comply with this financial covenant could result in an event of default, absent a waiver or amendment from the lenders under such agreement, in which case the lenders may be entitled to declare all amounts owed to be due and payable immediately.

Credit Agreement EBITDA is a financial measure not calculated in accordance with U.S. GAAP, and is not a measure of net income, operating income, operating performance or liquidity presented in accordance with U.S. GAAP. Credit Agreement EBITDA should be considered in addition to results prepared in accordance with U.S. GAAP, but should not be considered a substitute for or superior to U.S. GAAP results. In addition, Credit Agreement EBITDA may not be comparable to EBITDA or similarly titled measures utilized by other companies because other companies may not calculate Credit Agreement EBITDA in the same manner as the Company does.

The calculations of the components of the maximum consolidated secured leverage ratio as of and for the twelve month period ended September 30, 2010 are listed below:

In millions	Twelve Months Ended September 30, 2010
Net Income	$ 22.9
Income Tax Expense	24.2
Interest Expense, Net	172.4
Depreciation and Amortization	295.4
Dividends Received, Net of Earnings of Equity Affiliates	(0.7)
Other Non-Cash Charges	41.0
Merger Related Expenses	65.8
Losses Associated with Sale/Write-Down of Assets	15.2
Other Non-Recurring/Extraordinary/Unusual Items	(37.4)
Projected Run Rate Cost Savings [a]	59.9
Credit Agreement EBITDA	$ 658.7

In millions		As of September 30, 2010
Short-Term Debt	$	28.8
Long-Term Debt		2,696.9
Total Debt	$	2,725.7
Less Adjustments [(b)]		782.5
Consolidated Secured Indebtedness	$	1,943.2

Notes:

(a) As defined by the Credit Agreement, this represents projected cost savings expected by the Company to be realized as a result of specific actions taken or expected to be taken prior to or within twelve months of the period in which Credit Agreement EBITDA is to be calculated, net of the amount of actual benefits realized or expected to be realized from such actions.

The terms of the Credit Agreement limit the amount of projected run rate cost savings that may be used in calculating Credit Agreement EBITDA by stipulating that such amount may not exceed the lesser of (i) ten percent of EBITDA as defined in the Credit Agreement for the last twelve-month period (before giving effect to projected run rate cost savings) and (ii) $100 million. As a result, in calculating Credit Agreement EBITDA above, the Company used projected run rate cost savings of $59.9 million or ten percent of EBITDA as calculated in accordance with the Credit Agreement, which amount is lower than total projected cost savings identified by the Company, net of actual benefits realized for the twelve month period ended September 30, 2010. Projected run rate cost savings were calculated by the Company solely for its use in calculating Credit Agreement EBITDA for purposes of determining compliance with the maximum consolidated secured leverage ratio contained in the Credit Agreement and should not be used for any other purpose.

(b) Represents consolidated indebtedness/securitization that is either (i) unsecured, or (ii) all subordinated indebtedness permitted to be incurred under the Credit Agreement, or secured indebtedness permitted to be incurred by the Company's foreign subsidiaries per the Credit Agreement.

If inflationary pressures on key inputs resume, or depressed selling prices, lower sales volumes, increased operating costs or other factors have a negative impact on the Company's ability to increase its profitability, the Company may not be able to maintain its compliance with the financial covenant in its Credit Agreement. The Company's ability to comply in future periods with the financial covenant in the Credit Agreement will depend on its ongoing financial and operating performance, which in turn will be subject to economic conditions and to financial, business and other factors, many of which are beyond the Company's control, and will be substantially dependent on the selling prices for the Company's products, raw material and energy costs, and the Company's ability to successfully implement its overall business strategies, and meet its profitability objective. If a violation of the financial covenant or any of the other covenants occurred, the Company would attempt to obtain a waiver or an amendment from its lenders, although no assurance can be given that the Company would be successful in this regard. The Credit Agreement and the Indentures have certain cross-default or cross-acceleration provisions; failure to comply with these covenants in any agreement could result in a violation of such agreement which could, in turn, lead to violations of other agreements pursuant to such cross-default or cross-acceleration provisions. If an event of default occurs, the lenders are entitled to declare all amounts owed to be due and payable immediately. The Credit Agreement is collateralized by substantially all of the Company's domestic assets.

Capital Investment

The Company's capital investment in the first nine months of 2010 was $73.9 million compared to $96.3 million in the first nine months of 2009. During the first nine months of 2010, the Company had capital spending of $51.1 million for improving process capabilities, $13.5 million for capital spares and $9.3 million for manufacturing packaging machinery.

Environmental Matters

Some of the Company's current and former facilities are the subject of environmental investigations and remediations resulting from historical operations and the release of hazardous substances or other constituents. Some current and former facilities have a history of industrial usage for which investigation and remediation obligations may be imposed in the future or for which indemnification claims may be asserted against the Company. Also, potential future closures or sales of facilities may necessitate further investigation and may result in future remediation at those facilities. The Company has established reserves for those facilities or issues where liability is probable and the costs are reasonably estimable.

For further discussion of the Company's environmental matters, see Note 9 in Part I, Item 1, Notes to Condensed Consolidated Financial Statements.

CRITICAL ACCOUNTING POLICIES

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of net sales and expenses during the reporting period. Actual results could differ from these estimates, and changes in these estimates are recorded when known. The critical accounting policies used by management in the preparation of the Company's consolidated financial statements are those that are important both to the presentation of the Company's financial condition and results of operations and require significant judgments by management with regard to estimates used.

The Company's most critical accounting policies which require significant judgment or involve complex estimations are described in GPHC's Annual Report on Form 10-K for the year ended December 31, 2009.

NEW ACCOUNTING STANDARDS

For a discussion of recent accounting pronouncements impacting the Company, see Note 1 in Part I, Item 1, Notes to Condensed Consolidated Financial Statements.

BUSINESS OUTLOOK

The Company expects to realize between $140 million and $160 million of year over year operating cost savings from its continuous improvement programs, including Lean Sigma manufacturing projects, and integration synergies.

Total capital investment for 2010 is expected to be approximately $130 million and is expected to relate principally to the Company's process capability improvements (approximately $100 million), acquiring capital spares (approximately $20 million), and producing packaging machinery (approximately $10 million).

The Company also expects the following in 2010:

- Depreciation and amortization of approximately $310 million.
- Interest expense of $175 million to $180 million, including $9 million of noncash interest expense associated with amortization of debt issuance costs.
- Net debt reduction of approximately $200 million.
- Pension plan contributions of $45 million to $60 million.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK

For a discussion of certain market risks related to the Company, see Part II, "Item 7A, Quantitative and Qualitative Disclosure about Market Risk", in GPHC's Annual Report on Form 10-K for the year ended December 31, 2009. There have been no significant developments with respect to derivatives or exposure to market risk during the first nine months of 2010. For a discussion of the Company's Financial Instruments, Derivatives and Hedging Activities, see GPHC's Annual Report on Form 10-K for the year ended December 31, 2009 and "Management's Discussion and Analysis of Financial Condition and Results of Operations — Financial Condition, Liquidity and Capital Resources."

ITEM 4. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

The Company's management has carried out an evaluation, with the participation of its Chief Executive Officer and Chief Financial Officer, of the effectiveness of the Company's disclosure controls and procedures pursuant to Rule 13a-15 of the Securities Exchange Act of 1934, as amended. Based upon such evaluation, management has concluded that the Company's disclosure controls and procedures were effective as of September 30, 2010.

Changes in Internal Control over Financial Reporting

There was no change in the Company's internal control over financial reporting that occurred during the fiscal quarter ended September 30, 2010 that has materially affected, or is likely to materially affect, the Company's internal control over financial reporting.

PART II — OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

The Company is a party to a number of lawsuits arising in the ordinary conduct of its business. Although the timing and outcome of these lawsuits cannot be predicted with certainty, the Company does not believe that disposition of these lawsuits will have a material adverse effect on the Company's consolidated financial position, results of operations or cash flows. For more information see "Management's Discussion and Analysis of Financial Condition and Results of Operations — Environmental Matters."

ITEM 1A. RISK FACTORS

There have been no material changes from the risk factors previously disclosed in GPHC's Annual Report on Form 10-K for the year ended December 31, 2009.

ITEM 6. EXHIBITS

a) Exhibit Index

Exhibit Number	Description
4.1	First Amendment dated as of July 1, 2010 to the Stockholders Agreement dated as of July 9, 2007, by and among Graphic Packaging Holding Company, the persons listed on the signature pages thereto as Family Stockholders, Clayton, Dubilier & Rice Fund V Limited Partnership, Old Town S.A., Field Holdings, Inc., TPG Bluegrass IV, L.P., TPG Bluegrass IV, Inc., TPG Bluegrass IV – AIV 2, L.P., TPG Bluegrass V, L.P., TPG Bluegrass V, Inc., TPG Bluegrass V – AIV 2, L.P., TPG FOF V – A, L.P. and TPG FOF V – B, L.P.
4.2	First Amendment dated as of July 1, 2010 to the Registration Rights Agreement dated as of July 9, 2007, by and among Graphic Packaging Holding Company, the persons listed on the signature pages thereto as Family Stockholders, Clayton, Dubilier & Rice Fund V Limited Partnership, Old Town S.A., Field Holdings, Inc., TPG Bluegrass IV, L.P., TPG Bluegrass IV, Inc., TPG Bluegrass IV – AIV 2, L.P., TPG Bluegrass V, L.P., TPG Bluegrass V, Inc., TPG Bluegrass V – AIV 2, L.P., BCH Management, LLC, TPG FOF V – A, L.P. and TPG FOF V – B, L.P.
10.1	Amended and Restated Form of Indemnification Agreement for Directors.
31.1	Certification required by Rule 13a-14(a).
31.2	Certification required by Rule 13a-14(a).
32.1	Certification required by Section 1350 of Chapter 63 of Title 18 of the United States Code.
32.2	Certification required by Section 1350 of Chapter 63 of Title 18 of the United States Code.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

GRAPHIC PACKAGING HOLDING COMPANY
(Registrant)

/s/ STEPHEN A. HELLRUNG Stephen A. Hellrung	Senior Vice President, General Counsel and Secretary	November 4, 2010
/s/ DANIEL J. BLOUNT Daniel J. Blount	Senior Vice President and Chief Financial Officer (Principal Financial Officer)	November 4, 2010
/s/ DEBORAH R. FRANK Deborah R. Frank	Vice President and Chief Accounting Officer (Principal Accounting Officer)	November 4, 2010

Exhibit 4.1

**FIRST AMENDMENT
TO
STOCKHOLDERS AGREEMENT
OF
GRAPHIC PACKAGING HOLDING COMPANY**

This First Amendment dated as of July 1, 2010 (this "Amendment") to the Stockholders Agreement (the "Stockholders Agreement") dated as of July 9, 2007, by and among Graphic Packaging Holding Company (f/k/a New Giant Corporation), a Delaware corporation (the "Company"), the persons listed on the signature pages thereto as a Family Stockholder, Clayton, Dubilier & Rice Fund V Limited Partnership, Old Town S.A., Field Holdings, Inc., TPG Bluegrass IV, L.P., TPG Bluegrass IV, Inc., TPG Bluegrass IV – AIV 2, L.P., TPG Bluegrass V, L.P., TPG Bluegrass V, Inc., TPG Bluegrass V – AIV 2, L.P., TPG FOF V – A, L.P. and TPG FOF V – B, L.P. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Stockholders Agreement.

WHEREAS, the Company, the Family Representative, Old Town S.A., the CDR Fund and the TPG Entities desire to amend the Stockholders Agreement; and

WHEREAS, Section 6.11 of the Stockholders Agreement states that the Stockholders Agreement may be amended with the prior written consent of the Company, the Family Representative, Old Town S.A., the CFR Fund and the TPG Entities.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each signatory hereby agrees as follows:

1. Amendment to Stockholders Agreement. Effective on the date of this Amendment, the following Persons are hereby removed from the definition of "Family Stockholders" and are thus no longer parties to the Stockholders Agreement:

(a) Janet H. Coors Irrevocable Trust FBO Frances M. Baker Dated July 27, 1976;

(b) Janet H. Coors Irrevocable Trust FBO Frank E. Ferrin Dated July 27, 1976; and

(c) Janet H. Coors Irrevocable Trust FBO Joseph J. Ferrin Dated July 27, 1976

2. No Other Amendment. Except as expressly provided in this Amendment, the Stockholders Agreement is, and shall continue to be, in full force and effect in accordance with its terms, without amendment thereto, and is, in all respects, ratified and confirmed.

3. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to its principles

and rules of conflict of laws to the extent such principles or rules would require the application of the law of another jurisdiction.

4. Counterparts. This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement.

5. Severability. Any term or provision of this Amendment which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Amendment or affecting the validity or enforceability of any of the terms or provisions of this Amendment in any other jurisdiction.

(Remainder of page intentionally blank.)

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first above written.

GRAPHIC PACKAGING HOLDING COMPANY

By: /s/ David W. Scheible
Name:
Title:

CLAYTON, DUBILIER & RICE FUND V LIMITED PARTNERSHIP

By: CD&R Associates V Limited Partnership,
its general partner

By: CD&R Investment Associates II, Inc.,
its managing general partner

By: /s/ Kevin J. Conway
Name: Kevin J. Conway
Title:

OLD TOWN S.A.

By: /s/ Pierre Martinet
Name: Pierre Martinet
Title: Managing Director

THE FAMILY STOCKHOLDERS:

ADOLPH COORS FOUNDATION

By: /s/ Jeffrey H. Coors
Name: Jeffrey H. Coors
Title:

Signature page to First Amendment to Stockholders Agreement

ADOLPH COORS, JR. TRUST DATED
SEPTEMBER 12, 1969

By: Adolph Coors Company, LLC, Trustee

By: /s/ Jeffrey H. Coors
Name: Jeffrey H. Coors
Title:

GROVER C. COORS TRUST DATED AUGUST 7, 1952

By: Adolph Coors Company LLC, Trustee

By: /s/ Jeffrey H. Coors
Name: Jeffrey H. Coors
Title:

MAY KISTLER COORS TRUST DATED
SEPTEMBER 24, 1965

By: Adolph Coors Company LLC, Trustee

By: /s/ Jeffrey H. Coors
Name: Jeffrey H. Coors
Title:

AUGUSTA COORS COLLBRAN TRUST DATED
JULY 5, 1946

By: Adolph Coors Company LLC, Trustee

By: /s/ Jeffrey H. Coors
Name: Jeffrey H. Coors
Title:

Signature page to First Amendment to Stockholders Agreement

BERTHA COORS MUNROE TRUST DATED JULY 5, 1946

By: Adolph Coors Company LLC, Trustee

By: /s/ Jeffrey H. Coors
Name: Jeffrey H. Coors
Title:

LOUISE COORS PORTER TRUST DATED JULY 5, 1946

By: Adolph Coors Company LLC, Trustee

By: /s/ Jeffrey H. Coors
Name: Jeffrey H. Coors
Title:

HERMAN F. COORS TRUST DATED JULY 5, 1946

By: Adolph Coors Company LLC, Trustee

By: /s/ Jeffrey H. Coors
Name: Jeffrey H. Coors
Title:

THE TPG ENTITIES:

TPG BLUEGRASS IV, L.P.

By: TPG GenPar IV, L.P.
its General Partner

By: TPG Advisors IV, Inc.
its General Partner

By: /s/ Clive Bode
Name:
Title:

Signature page to First Amendment to Stockholders Agreement

TPG BLUEGRASS IV – AIV 2, L.P.

By: TPG GenPar IV, L.P.
its General Partner

By: TPG Advisors IV, Inc.
its General Partner

By: /s/ Clive Bode
Name:
Title:

TPG BLUEGRASS V, L.P.

By: TPG GenPar V, L.P.
its General Partner

By: TPG Advisors V, Inc.
its General Partner

By: /s/ Clive Bode
Name:
Title:

TPG BLUEGRASS V – AIV 2, L.P.

By: TPG GenPar V, L.P.
its General Partner

By: TPG Advisors V, Inc.
its General Partner

By: /s/ Clive Bode
Name:
Title:

TPG BLUEGRASS IV, INC.

By: /s/ Clive Bode
Name:
Title:

Signature page to First Amendment to Stockholders Agreement

TPG BLUEGRASS V, INC.

By: /s/ Clive Bode
Name:
Title:

TPG FOF V – A, L.P.

By: TPG GenPar V, L.P.
its General Partner

By: TPG Advisors V, Inc.
its General Partner

By: /s/ Clive Bode
Name:
Title:

TPG FOF V – B, L.P.

By: TPG GenPar V, L.P.
its General Partner

By: TPG Advisors V, Inc.
its General Partner

By: /s/ Clive Bode
Name:
Title:

Signature page to First Amendment to Stockholders Agreement

Exhibit 4.2

FIRST AMENDMENT
TO
REGISTRATION RIGHTS AGREEMENT
OF
GRAPHIC PACKAGING HOLDING COMPANY

This First Amendment dated as of July 1, 2010 (this "Amendment") to the Registration Rights Agreement (the "Registration Rights Agreement") dated as of July 9, 2007, by and among Graphic Packaging Holding Company (f/k/a New Giant Corporation), a Delaware corporation (the "Company"), the persons listed on the signature pages thereto as a Family Stockholder, the persons listed on Schedule I thereto as the Astros Stockholders, Clayton, Dubilier & Rice Fund V Limited Partnership, Old Town S.A., TPG Bluegrass IV, L.P., TPG Bluegrass IV, Inc., TPG Bluegrass IV — AIV 2, L.P., TPG Bluegrass V, L.P., TPG Bluegrass V, Inc., TPG Bluegrass V — AIV 2, L.P., BCH Management, LLC, TPG FOF V — A, L.P. and TPG FOF V — B, L.P. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Registration Rights Agreement.

WHEREAS, the Company, the Family Representative, Old Town S.A.,, the CDR Fund and the TPG Entities desire to amend the Registration Rights Agreement; and

WHEREAS, Section 3.2 of the Registration Rights Agreement states that the Registration Rights Agreement may be amended with the prior written consent of the Company, the Family Representative, Old Town S.A., the CFR Fund and the TPG Entities.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each signatory hereby agrees as follows:

1. Amendment to Registration Rights Agreement. Effective on the date of this Amendment, the following Persons are hereby removed from the definition of "Family Stockholders" and are thus no longer parties to the Registration Rights Agreement:

(a) Janet H. Coors Irrevocable Trust FBO Frances M. Baker Dated July 27, 1976;

(b) Janet H. Coors Irrevocable Trust FBO Frank E. Ferrin Dated July 27, 1976; and

(c) Janet H. Coors Irrevocable Trust FBO Joseph J. Ferrin Dated July 27, 1976

2. No Other Amendment. Except as expressly provided in this Amendment, the Registration Rights Agreement is, and shall continue to be, in full force and effect in accordance with its terms, without amendment thereto, and is, in all respects, ratified and confirmed.

3. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to its principles and rules of conflict of laws to the extent such principles or rules would require the application of the law of another jurisdiction.

4. Counterparts. This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement.

5. Severability. Any term or provision of this Amendment which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Amendment or affecting the validity or enforceability of any of the terms or provisions of this Amendment in any other jurisdiction.

(Remainder of page intentionally blank.)

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first above written.

GRAPHIC PACKAGING HOLDING COMPANY

By: /s/ David W. Scheible
Name:
Title:

CLAYTON, DUBILIER & RICE FUND V LIMITED PARTNERSHIP

By: CD&R Associates V Limited Partnership, its general partner

By: CD&R Investment Associates II, Inc., its managing general partner

By: /s/ Kevin Conway
Name: Kevin J. Conway
Title:

OLD TOWN S.A.

By: /s/ Pierre Martinet
Name: Pierre Martinet
Title: Managing Director

THE FAMILY STOCKHOLDERS:

ADOLPH COORS FOUNDATION

By: /s/ Jeffrey H. Coors
Name: Jeffrey H. Coors
Title:

Signature page to First Amendment to Registration Rights Agreement

ADOLPH COORS, JR. TRUST DATED SEPTEMBER 12, 1969

By: Adolph Coors Company, LLC, Trustee

By: /s/ Jeffrey H. Coors
Name: Jeffrey H. Coors
Title:

GROVER C. COORS TRUST DATED AUGUST 7, 1952

By: Adolph Coors Company LLC, Trustee

By: /s/ Jeffrey H. Coors
Name: Jeffrey H. Coors
Title:

MAY KISTLER COORS TRUST DATED SEPTEMBER 24, 1965

By: Adolph Coors Company LLC, Trustee

By: /s/ Jeffrey H. Coors
Name: Jeffrey H. Coors
Title:

AUGUSTA COORS COLLBRAN TRUST DATED JULY 5, 1946

By: Adolph Coors Company LLC, Trustee

By: /s/ Jeffrey H. Coors
Name: Jeffrey H. Coors
Title:

Signature page to First Amendment to Registration Rights Agreement

BERTHA COORS MUNROE TRUST DATED JULY 5, 1946

By: Adolph Coors Company LLC, Trustee

By: /s/ Jeffrey H. Coors
Name: Jeffrey H. Coors
Title:

LOUISE COORS PORTER TRUST DATED JULY 5, 1946

By: Adolph Coors Company LLC, Trustee

By: /s/ Jeffrey H. Coors
Name: Jeffrey H. Coors
Title:

HERMAN F. COORS TRUST DATED JULY 5, 1946

By: Adolph Coors Company LLC, Trustee

By: /s/ Jeffrey H. Coors
Name: Jeffrey H. Coors
Title:

THE TPG ENTITIES:

TPG BLUEGRASS IV, L.P.

By: TPG GenPar IV, L.P.
its General Partner

By: TPG Advisors IV, Inc.
its General Partner

By: /s/ Clive Bode
Name:
Title:

Signature page to First Amendment to Registration Rights Agreement

TPG BLUEGRASS IV — AIV 2, L.P.

By: TPG GenPar IV, L.P.
its General Partner

By: TPG Advisors IV, Inc.
its General Partner

By: /s/ Clive Bode
Name:
Title:

TPG BLUEGRASS V, L.P.

By: TPG GenPar V, L.P.
its General Partner

By: TPG Advisors V, Inc.
its General Partner

By: /s/ Clive Bode
Name:
Title:

TPG BLUEGRASS V — AIV 2, L.P.

By: TPG GenPar V, L.P.
its General Partner

By: TPG Advisors V, Inc.
its General Partner

By: /s/ Clive Bode
Name:
Title:

TPG BLUEGRASS IV, INC.

By: /s/ Clive Bode
Name:
Title:

TPG BLUEGRASS V, INC.

By: /s/ Clive Bode
Name:
Title:

TPG FOF V — A, L.P.

By: TPG GenPar V, L.P.
its General Partner

By: TPG Advisors V, Inc.
its General Partner

By: /s/ Clive Bode
Name:
Title:

TPG FOF V — B, L.P.

By: TPG GenPar V, L.P.
its General Partner

By: TPG Advisors V, Inc.
its General Partner

By: /s/ Clive Bode
Name:
Title:

BCH MANAGEMENT, LLC

By: Bluegrass Container Holdings, LLC
its Managing Member

By: ______________________________
Name:
Title:

Signature page to First Amendment to Registration Rights Agreement

Exhibit 10.1

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (this "Agreement") is made as of this ___ day of ____________, 2010, by and among Graphic Packaging Holding Company, a Delaware corporation (the "Company"), Graphic Packaging Corporation, a Delaware corporation ("GPC"), Graphic Packaging International, Inc., a Delaware corporation ("GPI," and together with the Company and GPC, the "Indemnitors"), and _____________ (the "Indemnitee").

WHEREAS, the Indemnitors and the Indemnitee recognize the significant cost of directors and officers liability insurance and the general reductions in the coverage of such insurance;

WHEREAS, the Indemnitors and the Indemnitee further recognize the substantial increase in corporate litigation in general, subjecting officers and directors to expensive litigation risks at the same time as the coverage of directors and officers liability insurance has been limited; and

WHEREAS, the Indemnitors desire to attract and retain the services of highly qualified individuals, such as the Indemnitee, to serve as officers and directors of the Indemnitors and their respective subsidiaries, and to indemnify their and their respective subsidiaries' officers and directors so as to provide them with the maximum protection permitted by law.

NOW, THEREFORE, in consideration for the Indemnitee's services as an officer or director of one or more of the Indemnitors or one or more of their respective subsidiaries, or both, the Indemnitors and the Indemnitee hereby agree as follows (all obligations of the Indemnitors hereunder being joint and several obligations):

1. Indemnification.

a. Third Party Proceedings. Subject to Section 1(b), the Indemnitors shall indemnify the Indemnitee to the fullest extent permitted by law if the Indemnitee is or was a party or is threatened to be made a party to, or is or was a witness or other participant in, any threatened, pending or completed investigation, action, suit, proceeding or any alternative dispute resolution ("ADR") mechanism, whether civil, criminal, administrative or investigative, by reason of the fact that the Indemnitee is or was a director (including, without limitation, a member of any committee of the Board of Directors), officer, employee or agent, or serves or served in any similar position, of any of the Indemnitors or any of their respective subsidiaries, or any predecessor thereof, or by reason of the fact that the Indemnitee is or was serving at the request of any of the Indemnitors or any of their respective subsidiaries as a director (including, without limitation, as a member of any committee of the Board of Directors), officer, employee or agent, or serves or served in any similar position, of another corporation, limited liability company, partnership, joint venture, trust or other entity or enterprise, or any predecessor thereof, including service with respect to an employee benefit plan, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement incurred by the Indemnitee in connection with such investigation, action, suit, proceeding or ADR mechanism.

b. Review of Indemnification Obligations. Notwithstanding the foregoing, in the event any Independent Legal Counsel (as herein defined) shall have determined, in a written opinion, that there is no reasonable basis for the position that the Indemnitee is entitled to be indemnified hereunder under applicable law, and such determination shall

have been affirmed upon a final adjudication by a court of competent jurisdiction (i) the Indemnitors shall have no further obligation under Section 1(a) to make any payments to the Indemnitee not made prior to such determination by such Independent Legal Counsel and (ii) the Indemnitors shall be entitled to be reimbursed by the Indemnitee (who hereby agrees to reimburse the Indemnitors) for all expenses (including attorneys' fees), judgments, fines and penalties theretofore paid by the Indemnitors to the Indemnitee to which the Indemnitee is not entitled hereunder under applicable law; *provided, however,* that a determination of Indemnitee's entitlement to indemnification shall only be made after Indemnitee makes a written request for a determination, which request shall be made at such time as is determined by Indemnitee in Indemnitee's sole discretion; *provided, further*, that if the Indemnitee has commenced or thereafter commences legal proceedings in a court of competent jurisdiction to secure a determination that the Indemnitee is entitled to be indemnified hereunder under applicable law, any determination made by any Independent Legal Counsel that there is no reasonable basis for the position that the Indemnitee is entitled to be indemnified hereunder under applicable law shall not be binding, the Indemnitors shall continue to be obligated under Section 1(a) to make payments to the Indemnitee, and the Indemnitee shall not be required to reimburse the Indemnitors for any expenses (including attorneys' fees), judgments, fines and penalties theretofore paid in indemnifying the Indemnitee, until a final judicial determination is made that the Indemnitee is not entitled to be indemnified hereunder under applicable law (as to which all rights of appeal therefrom have been exhausted or lapsed). The Indemnitee's obligation to reimburse the Indemnitors for any expenses (including attorneys' fees), judgments, fines and penalties shall be unsecured, and no interest shall be charged thereon.

c. The Indemnitee's Rights on Unfavorable Determination; Binding Effect. If any Independent Legal Counsel determines that there is no reasonable basis for the position that the Indemnitee is entitled to be indemnified hereunder in whole or in part under applicable law, the Indemnitee shall have the right to commence legal proceedings in a court of competent jurisdiction to secure a determination that the Indemnitee is entitled to be indemnified hereunder under applicable law and, subject to the provisions of Section 15, each of the Indemnitors hereby consents to service of process and to appear in any such proceeding. Absent such legal proceedings, any determination by any Independent Legal Counsel shall be conclusive and binding on the Indemnitors and the Indemnitee.

d. Selection of Independent Legal Counsel; Change of Control. A determination of Indemnitee's right to indemnification shall, in all events, be made by Independent Counsel. If there has not been a Change in Control (as herein defined), any Independent Legal Counsel shall be selected by the Board of Directors of the Company, and if there has been such a Change in Control, any Independent Legal Counsel with respect to all matters thereafter arising concerning the rights of the Indemnitee to indemnification of expenses (including attorneys' fees), judgments, fines and penalties under this Agreement or any other agreement or under the Certificate of Incorporation or By-Laws of any of the Indemnitors or any of their respective subsidiaries as now or hereafter in effect, or under any other applicable law, if desired by the Indemnitee, shall be Independent Legal Counsel selected by the Indemnitee and approved by the Company on behalf of all of the Indemnitors (which approval shall not be unreasonably withheld). Such counsel, among other things, shall render its written opinion to the Indemnitors and the Indemnitee as to whether and to what extent the Indemnitee would be entitled to be indemnified hereunder under applicable law, and the Indemnitors agree to abide by such opinion. The

Indemnitors agree to pay the fees and expenses of the Independent Legal Counsel referred to above and to indemnify fully such counsel against any and all expenses (including attorneys' fees), claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto. Notwithstanding any other provision of this Agreement, the Indemnitors shall not be required to pay expenses (including attorneys' fees), judgments, fines and penalties of more than one Independent Legal Counsel in connection with all matters concerning a single Indemnitee, and such Independent Legal Counsel shall be the Independent Legal Counsel for any or all other Indemnitees under indemnification agreements similar to this Agreement, unless (i) the employment of separate counsel by two or more of such Indemnitees has been previously authorized by the Company on behalf of all of the Indemnitors in writing or (ii) the Indemnitee shall have provided to the Indemnitors a written statement that the Indemnitee has reasonably concluded that there may be a conflict of interest between the Indemnitee and any of such other Indemnitees with respect to the matters arising under this Agreement.

e. Mandatory Payment of Expenses. To the extent that the Indemnitee has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1(a), or in defense of any claim, issue or matter therein, the Indemnitee shall be indemnified against expenses (including attorneys' fees) incurred by the Indemnitee in connection therewith.

f. For purposes of this Agreement, the following terms shall have the following meanings:

"Independent Legal Counsel" shall mean an attorney or firm of attorneys competent to render an opinion under the applicable law, selected in accordance with the provisions of Section 1(d), who shall not have otherwise performed any services for any of the Indemnitors, any of their respective subsidiaries or the Indemnitee within the last three years (other than with respect to matters concerning the rights of the Indemnitee under this Agreement, or of other Indemnitees under indemnity agreements similar to this Agreement).

"Change in Control" shall mean, and shall be deemed to have occurred if, on or after the date of this Agreement, (*i*) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), other than (*A*) a trustee or other fiduciary holding securities under an employee benefit plan of one or more of the Indemnitors acting in such capacity, (*B*) a corporation owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company, (*C*) a person or group party to the Stockholders Agreement dated as of July 9, 2007, by and among New Giant Corporation, the persons listed on the signature pages thereto as Family Stockholders, Clayton, Dubilier & Rice Fund V Limited Partnership, EXOR Group S.A., TPG Bluegrass IV, L.P., TPG Bluegrass IV, Inc., TPG Bluegrass IV — AIV 2, L.P., TPG Bluegrass V, L.P., TPG Bluegrass V, Inc., TPG Bluegrass V — AIV 2, L.P., TPG FOF V — A, L.P. and TPG FOF V — B, L.P., and Field Holdings, Inc., or any affiliates of any of the foregoing, becomes the "beneficial owner" (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Company representing more than 50% of the total voting power represented by the Company's then outstanding Voting Securities (as herein defined), (*ii*) during any period of two consecutive

years, individuals who at the beginning of such period constitute the Board of Directors of the Company and any new director whose election by the Board of Directors of the Company or nomination for election by the Company's stockholders was approved by a vote of at least two thirds (2/3rds) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof, (*iii*) the stockholders of the Company approve a merger or consolidation of the Company with any other corporation other than a merger or consolidation that would result in the Voting Securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into Voting Securities of the surviving entity) at least 80% of the total voting power represented by the Voting Securities of the Company or such surviving entity outstanding immediately after such merger or consolidation, (*iv*) the stockholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by any of the Indemnitors of (in one transaction or a series of related transactions) all or substantially all of such Indemnitor's assets, or (*v*) any of the Indemnitors shall file or have filed against it, and such filing shall not be dismissed, any bankruptcy, insolvency or dissolution proceedings, or a trustee, administrator or creditors committee shall be appointed to manage or supervise the affairs of any of the Indemnitors.

"Voting Securities" shall mean any securities of the Company that vote generally in the election of directors.

2. Agreement to Serve.

In consideration of the protection afforded by this Agreement, if the Indemnitee is a director of any of the Indemnitors or any of their respective subsidiaries, he agrees to serve in such capacity so long as he is duly appointed or elected and qualified in accordance with the applicable provisions of the By-Laws of such Indemnitor or such subsidiary or until such time as he tenders his resignation in writing. Notwithstanding the foregoing provisions of this Section 2, the Indemnitee shall be entitled to resign with immediate effect if the Company shall not maintain a policy or policies of directors and officers liability insurance with reputable and creditworthy insurance companies providing the officers and directors of each such Indemnitor and each such subsidiary with coverage for losses from alleged wrongful acts and omissions and having an aggregate limit of liability of at least $25 million. Nothing contained in this Agreement is intended to create in the Indemnitee any right to continued employment or appointment.

3. Expenses; Indemnification Procedure.

a. Advancement of Expenses. The Indemnitors shall advance all expenses (including attorneys' fees) incurred by the Indemnitee in connection with the investigation, defense, settlement or appeal of any investigation, action, suit, proceeding or ADR mechanism referenced in Section 1(a) hereof (but not amounts actually paid in settlement of any such action, suit or proceeding). The Indemnitee hereby undertakes to repay such amounts advanced only if, and to the extent that, it shall ultimately be finally determined that the Indemnitee is not entitled to be indemnified by the Indemnitors as authorized hereby. The advances to be made hereunder shall be paid by the Indemnitors to the Indemnitee within 30 days following delivery of a written request therefor by the Indemnitee to the Company on behalf of all of the Indemnitors, which request shall be

accompanied by invoices or statements or such other evidence of such expenses as the Indemnitors may reasonably request.

b. Notice/Cooperation by the Indemnitee. The Indemnitee shall, as a condition precedent to his right to be indemnified under this Agreement, give the Indemnitors notice in writing as soon as practicable of any claim made against the Indemnitee for which indemnification will or could be sought under this Agreement. Notice to the Indemnitors shall be directed to the President and Chief Executive Officer of the Company (or, if the Indemnitee shall be the President and Chief Executive Officer of the Company, to the chief legal officer of the Company) at the address of the Company shown on the signature page of this Agreement (or such other address as the Company shall designate in writing to the Indemnitee). Notice shall be deemed received in accordance with the provisions of Section 15. In addition, the Indemnitee shall give the Indemnitors such information and cooperation with respect to such claim as they may reasonably require and as shall be within the Indemnitee's power to provide.

c. Procedure. Any indemnification and advances provided for in Section 1 and this Section 3 shall be made no later than 30 days after receipt of the written request of the Indemnitee. In the event that any action is instituted by the Indemnitee under this Agreement or liability insurance policies maintained by any of the Indemnitors or any of their respective subsidiaries to enforce or interpret any of the terms hereof or thereof, the Indemnitee may, but need not, at any time thereafter bring an action against the Indemnitors to recover the unpaid amount of the claim and, subject to Section 15 of this Agreement, the Indemnitee shall also be entitled to be paid for the expenses (including attorneys' fees) of bringing such action. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses (including attorneys' fees) incurred in connection with any action, suit or proceeding in advance of its final disposition) that the Indemnitee has not met the standards of conduct which make it permissible under applicable law for the Indemnitors to indemnify the Indemnitee for the amount claimed, but the burden of proving such defense shall be on the Indemnitors. However, the Indemnitee shall be entitled to receive advancement of expenses (including attorneys' fees) pursuant to Section 3(a) unless and until such defense may be finally adjudicated by court order or judgment from which no further right of appeal exists.

d. No Presumptions; Burden of Proof. For purposes of this Agreement, the termination of any investigation, action, suit, proceeding or ADR mechanism by judgment, order, finding, settlement (whether with or without court approval) or conviction, or upon a plea of *nolo contendere*, or its equivalent, shall not create a presumption that the Indemnitee did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification is not permitted by this Agreement or applicable law. In addition, neither the failure of any Independent Legal Counsel to have made a determination as to whether the Indemnitee has met any particular standard of conduct or had any particular belief, nor an actual determination by any Independent Legal Counsel that the Indemnitee has not met such standard of conduct or did not have such belief, prior to the commencement of legal proceedings by the Indemnitee to secure a judicial determination that the Indemnitee should be indemnified under this Agreement under applicable law, shall be a defense to the Indemnitee's claim or create a presumption that the Indemnitee has not met any particular standard of conduct or did not have any particular belief. In connection with any determination by any Independent Legal Counsel or otherwise as to whether the Indemnitee is entitled to

be indemnified hereunder under applicable law, the burden of proof shall be on the Indemnitors to establish that the Indemnitee is not so entitled.

e. Notice to Insurers. If, at the time of the receipt of a notice of a claim pursuant to Section 3(b), the relevant Indemnitor or relevant subsidiary of any Indemnitor has directors and officers liability insurance in effect, the Company shall give or shall cause such Indemnitor or such subsidiary to give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Indemnitors shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policies.

f. Selection of Counsel; Defense of Claim. In the event the Indemnitors shall be obligated under Section 3(a) to pay the expenses (including attorneys' fees) of any proceeding against the Indemnitee, the Indemnitors, if appropriate, shall be entitled to assume the defense of such proceeding, with counsel approved by the Indemnitee, upon the delivery to the Indemnitee of written notice of its election to do so. After delivery of such notice, approval of such counsel by the Indemnitee and the retention of such counsel by the Indemnitors, the Indemnitors will not be liable to the Indemnitee under this Agreement for any fees of other counsel subsequently incurred by the Indemnitee with respect to the same proceeding, provided that (i) the Indemnitee shall have the right to employ separate counsel in any such proceeding at the Indemnitee's expense; and (ii) if (A) the employment of separate counsel by the Indemnitee has been previously authorized by the Indemnitors, (B) the Indemnitee shall have reasonably concluded that there may be a conflict of interest between any of the Indemnitors or any of their respective subsidiaries and the Indemnitee in the conduct of any such defense, (C) the named parties in any such proceeding include both one or more of the Indemnitors or any of their respective subsidiaries and the Indemnitee or (D) the Indemnitors shall not, in fact, have employed counsel to assume the defense of such proceeding, then the fees and expenses of the Indemnitee's counsel shall be at the expense of the Indemnitors. The Indemnitors will not, without the prior written consent of the Indemnitee, which may be provided or withheld in the sole discretion of the Indemnitee, effect any settlement of any threatened or pending action, suit or proceeding to which the Indemnitee is or could have been a party unless such settlement solely involves the payment of money and includes an unconditional release of the Indemnitee from all liability on any claims that are the subject matter of such action, suit or proceeding.

4. Additional Indemnification Rights; Nonexclusivity; Indemnification Priority.

a. Scope. Notwithstanding any other provision of this Agreement, the Indemnitors hereby agree to indemnify the Indemnitee to the fullest extent permitted by law, notwithstanding that such indemnification is not specifically authorized by the other provisions of this Agreement, by the Indemnitors' respective Certificates of Incorporation, by the Indemnitors' respective By-Laws or by statute. In the event of any change, after the date of this Agreement, in any applicable law, statute, or rule which expands the right of an Indemnitor to indemnify a member of its board of directors or an officer, such changes shall be, ipso facto, within the purview of the Indemnitee's rights and such Indemnitor's obligations, under this Agreement. In the event of any change in any applicable law, statute or rule which narrows the right of an Indemnitor to indemnify a member of its board of directors or an officer, such changes, to the extent not otherwise required by such law, statute or rule to be applied to this Agreement, shall have no effect on this Agreement or the parties' rights and obligations hereunder.

b. Nonexclusivity. The indemnification provided by this Agreement shall not be deemed exclusive of any rights to which the Indemnitee may be entitled under the Indemnitors' respective Certificates of Incorporation, their respective By-Laws, any agreement, any vote of stockholders or disinterested Directors, the General Corporation Law of the State of Delaware or other applicable corporations law, any employment, consulting or other indemnification agreement to which the Indemnitee may be a party or a beneficiary, or otherwise, both as to action in the Indemnitee's official capacity and as to action in another capacity while holding such office. The indemnification provided under this Agreement shall continue as to the Indemnitee for any action taken or not taken while serving in an indemnified capacity even though he may have ceased to serve in such capacity at the time of any action, suit or other covered proceeding.

c. Indemnification Priority. Notwithstanding any other provision of this Agreement, the Company acknowledges and agrees that Indemnitee has, or may have, certain rights to indemnification, advancement of expenses and/or insurance provided by another person or entity and certain of its affiliates (collectively the "Indemnitee-Related Entities") that also covers against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement incurred by the Indemnitee in connection with any investigation, action, suit, proceeding or ADR mechanism (described in Section 1 hereto) (hereinafter "Jointly Indemnifiable Claims"). The Company hereby agrees that:

(i) The Company is the indemnitor of first resort (i.e., its obligations to Indemnitee are primary and any obligation of the Indemnitee-Related Entities are secondary), with respect to Jointly Indemnifiable Claims;

(ii) the Company shall be required to advance the full amount of expenses incurred by Indemnitee and shall be liable for the full amount of all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement incurred by the Indemnitee in connection with any investigation, action, suit, proceeding or ADR mechanism (described in Section 1 hereto) to the extent provided herein; and

(iii) the Company irrevocably waives, relinquishes and releases the Indemnitee-Related Entities from any and all claims against the Indemnitee-Related Entities for contribution, subrogation or any other recovery of any kind in respect thereof.

The Company further agrees that no advancement or payment by the Indemnitee-Related Entities on behalf of Indemnitee with respect to any Jointly Indemnifiable Claims shall affect the foregoing, and the Indemnitee-Related Entities shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of Indemnitee against the Company. The Company and Indemnitee agree that the Indemnitee-Related Entities are express third-party beneficiaries of the terms of this Subparagraph (c). The Company and Indemnitee further agree that nothing herein is intended to modify, expand, decrease or otherwise affect the rights or obligations of the parties with respect to the indemnification provisions of the Company's Certificate of Incorporation, Bylaws and this Agreement, and that this provision is intended only to establish the respective priorities of the indemnity and advancement obligations between the Company and the Indemnitee-Related Entities.

5. Partial Indemnification.

If the Indemnitee is entitled under any provision of this Agreement to indemnification by the Indemnitors for some or a portion of the expenses, judgments, fines or penalties actually or

reasonably incurred by him in the investigation, defense, appeal or settlement of any investigation, action, suit, proceeding or ADR mechanism, but not, however, for the total amount thereof, the Indemnitors shall nevertheless indemnify the Indemnitee for the portion of such expenses, judgments, fines or penalties to which the Indemnitee is entitled.

6. Mutual Acknowledgement.

Both the Indemnitors and the Indemnitee acknowledge that in certain instances, United States of America federal securities law or applicable public policy may prohibit the Indemnitors from indemnifying their respective directors and officers or the directors and officers of their respective subsidiaries under this Agreement or otherwise. The Indemnitee understands and acknowledges that the Indemnitors have undertaken or may be required in the future to undertake with the Securities and Exchange Commission to submit the question of indemnification to a court in certain circumstances for a determination of the Indemnitors' rights under public policy to indemnify the Indemnitee.

7. Directors and Officers Liability Insurance.

Each of the Indemnitors hereby covenants and agrees that, so long as the Indemnitee shall serve as a director (including, without limitation, as a member of any committee of the Board of Directors) or officer of such Indemnitor or any subsidiary thereof, or shall serve at the request of such Indemnitor as a director (including, without limitation, as a member of any committee of the Board of Directors) or officer of another corporation, limited liability company, partnership, joint venture, trust or other entity or enterprise, including service with respect to an employee benefit plan, and thereafter so long as the Indemnitee shall be subject to any possible, threatened, pending or completed claim or proceeding arising out of, relating to, based upon, in connection with or due to the fact that the Indemnitee was a director (including, without limitation, a member of any committee of the Board of Directors) or officer of such Indemnitor or any subsidiary thereof, or any predecessor thereof, or is or was serving at the request of such Indemnitor as a director (including, without limitation, as a member of any committee of the Board of Directors) or officer of another corporation, limited liability company, partnership, joint venture, trust or other entity or enterprise, or any predecessor thereof, including service with respect to an employee benefit plan, such Indemnitor (or a parent corporation thereof) shall maintain in full force and effect directors and officers liability insurance issued by reputable and creditworthy insurance companies, covering the Indemnitee's service as a director or officer. In all such policies of directors and officers liability insurance, the Indemnitee shall be designated as an insured (either by name or by description) in such a manner as to provide the Indemnitee the same rights and benefits as are accorded to the most favorably insured of such Indemnitor's or subsidiary's then current directors.

8. Severability.

Nothing in this Agreement is intended to require or shall be construed as requiring the Indemnitors to do or fail to do any act in violation of applicable law. An Indemnitor's inability, pursuant to court order, to perform its obligations under this Agreement shall not constitute a breach of this Agreement. The provisions of this Agreement shall be severable as provided in this Section 8. If this Agreement or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Indemnitors shall nevertheless indemnify the Indemnitee to the full extent permitted by any applicable portion of this Agreement that shall not have been invalidated, and the balance of this Agreement not so invalidated shall be enforceable in accordance with its terms.

9. Limitation of Liability as a Director.

If the Indemnitee is a director of any of the Indemnitors or any of their respective subsidiaries, the Indemnitee shall not be personally liable to any of the Indemnitors or their respective stockholders for monetary damages for breach of fiduciary duty as a director of such Indemnitor or such subsidiary; provided, however, that the foregoing shall not eliminate or limit the liability of the Indemnitee (i) for any breach of the Indemnitee's duty of loyalty to such Indemnitor or such subsidiary or the stockholders thereof; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law; (iii) under Section 174 of the General Corporation Law of the State of Delaware or any similar provision of other applicable corporations law; or (iv) for any transaction from which the Indemnitee derived an improper personal benefit. If the General Corporation Law of the State of Delaware or such other applicable corporations law shall be amended to permit further elimination or limitation of the personal liability of directors, then the liability of the Indemnitee shall, automatically, without any further action, be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware or such other applicable corporations law as so amended.

10. Exceptions.

Any other provision herein to the contrary notwithstanding, the Indemnitors shall not be obligated pursuant to the terms of this Agreement:

a. Claims Initiated by the Indemnitee. To indemnify or advance expenses (including attorneys' fees) to the Indemnitee with respect to proceedings or claims initiated or brought voluntarily by the Indemnitee and not by way of defense, counterclaim or crossclaim, except with respect to proceedings brought to establish or enforce a right to indemnification under this Agreement or any other statute or law or otherwise as required under Section 145 of the General Corporation Law of the State of Delaware or other similar provision of any other applicable corporations law, but such indemnification or advancement of expenses (including attorneys' fees) may be provided by the Indemnitors in specific cases if the Board of Directors of the Company has approved the initiation or bringing of such suit;

b. Lack of Good Faith. To indemnify the Indemnitee for any expenses (including attorneys' fees) incurred by the Indemnitee with respect to any proceeding instituted by the Indemnitee to enforce or interpret this Agreement, if a court of competent jurisdiction determines that each of the material assertions made by the Indemnitee in such proceeding was not made in good faith or was frivolous;

c. Insured Claims. To indemnify the Indemnitee for expenses or liabilities of any type whatsoever (including, but not limited to, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) which have been paid directly to the Indemnitee by an insurance carrier under a policy of directors and officers liability insurance maintained by any of the Indemnitors or any of their respective subsidiaries; or

d. Claims Under Section 16(b). To indemnify the Indemnitee for expenses (including attorneys' fees) and the payment of profits arising from the purchase and sale by the Indemnitee of securities in violation of Section 16(b) of the Securities Exchange Act of 1934, as amended, or any similar successor statute.

11. Construction of Certain Phrases.

For purposes of this Agreement, references to any of the "Indemnitors" and any of the "subsidiaries" thereof shall include, in addition to the resulting corporation, limited liability company, partnership, joint venture, trust or other entity or enterprise, any constituent corporation, limited liability company, partnership, joint venture, trust or other entity or enterprise (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors (including, without limitation, the members of any committee of the Board of Directors), officers and employees or agents, or those serving in similar positions, so that if the Indemnitee is or was a director (including, without limitation, a member of any committee of the Board of Directors), officer, employee or agent, or serves or served in any similar position, of such constituent corporation, limited liability company, partnership, joint venture, trust or other entity or enterprise, or is or was serving at the request of such constituent corporation, limited liability company, partnership, joint venture, trust or other entity or enterprise as a director (including, without limitation, as a member of any committee of the Board of Directors), officer, employee or agent, or serves or served in any similar position, of another corporation, limited liability company, partnership, joint venture, trust or other entity or enterprise, including service with respect to an employee benefit plan, the Indemnitee shall stand in the same position under the provisions of this Agreement with respect to the resulting or surviving corporation, limited liability company, partnership, joint venture, trust or other entity or enterprise as the Indemnitee would have with respect to such constituent corporation, limited liability company, partnership, joint venture, trust or other entity or enterprise if its separate existence had continued; and references to "fines" shall include any excise taxes assessed on the Indemnitee with respect to an employee benefit plan.

12. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall constitute an original.

13. Successors and Assigns.

This Agreement shall be binding upon the Indemnitors and their respective successors and assigns and shall inure to the benefit of the Indemnitee and the Indemnitee's estate, heirs, legal representatives and assigns.

14. Attorneys' Fees.

In the event that any action is instituted by the Indemnitee under this Agreement to enforce or interpret any of the terms hereof (including but not limited to any legal proceedings in a court of competent jurisdiction to secure a determination that the Indemnitee is entitled to be indemnified hereunder under applicable law, as provided pursuant to Section 1(c)), the Indemnitee shall be entitled to be paid all court costs and expenses, including reasonable attorneys' fees incurred by the Indemnitee with respect to such action, unless as a part of such action, the court of competent jurisdiction determines that each of the material assertions made by the Indemnitee as a basis for such action was not made in good faith or was frivolous. In the event of an action instituted by or in the name of the Indemnitors under this Agreement or to enforce or interpret any of the terms of this Agreement, the Indemnitee shall be entitled to be paid all court costs and expenses, including attorneys' fees, incurred by the Indemnitee in defense of such action (including with respect to the Indemnitee's counterclaims and cross-claims made in such action), unless as a part of such

action the court determines that each of the Indemnitee's material defenses to such action, counterclaims and cross-claims was made in bad faith or was frivolous.

15. Notice.

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed duly given (i) on the date of delivery if delivered personally, or by telecopy or telefacsimile, upon confirmation of receipt, (ii) on the first business day following the date of dispatch if delivered by a recognized next-day courier service or (iii) on the third business day following the date of mailing if delivered by domestic registered or certified mail, properly addressed, or five business days if sent by airmail from a country outside of North America. Addresses for notice to either party are as shown on the signature page of this Agreement, or as subsequently modified by written notice.

16. Consent to Jurisdiction.

The Indemnitors and the Indemnitee each hereby irrevocably consents to the jurisdiction of the courts of the State of Delaware for all purposes in connection with any action or proceeding which arises out of or relates to this Agreement and agree that any action instituted under this Agreement shall be brought only in the state courts of the State of Delaware.

17. Choice of Law.

This Agreement shall be governed by and its provisions construed in accordance with the laws of the State of Delaware, as applied to contracts between Delaware residents entered into and to be performed entirely within Delaware, without regard to the conflict of law principles thereof.

18. Period of Limitations.

No legal action shall be brought and no cause of action shall be asserted by or in the right of the Indemnitors against the Indemnitee, the Indemnitee's estate, spouse, heirs, executors or personal or legal representatives after the expiration of two years from the date of accrual of such cause of action, and any claim or cause of action of the Indemnitors shall be extinguished and deemed released unless asserted by the timely filing of a legal action within such two-year period; provided, however, that if any shorter period of limitations is otherwise applicable to any such cause of action, such shorter period shall govern.

19. Subrogation.

In the event of payment under this Agreement, the Indemnitors shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnitee, who shall execute all documents required and shall do all acts that may be necessary to secure such rights and to enable the Indemnitors effectively to bring suit to enforce such rights.

20. Amendment and Termination.

No amendment, modification, termination or cancellation of this Agreement shall be effective unless it is in writing signed by all the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

21. Integration and Entire Agreement.

This Agreement sets forth the entire understanding between the parties hereto and supersedes and merges all previous written and oral negotiations, commitments, understandings and agreements relating to the subject matter hereof between the parties hereto, provided that the provisions hereof shall not supersede the provisions of the Indemnitors' respective Certificates of Incorporation or By-Laws, any agreement, any vote of stockholders or disinterested Directors, the General Corporation Law of the State of Delaware or other applicable corporations law, or any employment, consulting or indemnification agreement to which the Indemnitee may be a party or a beneficiary, to the extent any such provisions shall be more favorable to the Indemnitee than the provisions hereof.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Indemnification Agreement as of the date first above written.

GRAPHIC PACKAGING HOLDING COMPANY

By: ______________________________

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

Address: 814 Livingston Court
Marietta, Georgia 30067

GRAPHIC PACKAGING CORPORATION

By: ______________________________

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

Address: 814 Livingston Court
Marietta, Georgia 30067

GRAPHIC PACKAGING INTERNATIONAL, INC.

By: ______________________________

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

Address: 814 Livingston Court
Marietta, Georgia 30067

AGREED TO AND ACCEPTED:

INDEMNITEE:

____
Signature

Address:

CERTIFICATION

I, David W. Scheible certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Graphic Packaging Holding Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ DAVID W. SCHEIBLE
David W. Scheible,
President and Chief Executive Officer
(Principal Executive Officer)
November 4, 2010

Exhibit 31.2

CERTIFICATION

I, Daniel J. Blount certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Graphic Packaging Holding Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ DANIEL J. BLOUNT

Daniel J. Blount
Senior Vice President and Chief Financial Officer
(Principal Financial Officer)
November 4, 2010

Exhibit 32.1

CERTIFICATION
Pursuant to 18 United States Code Section 1350,
As adopted pursuant to Section 906 of the
Sarbanes-Oxley Act of 2002

The undersigned hereby certifies that, to my knowledge, the Quarterly Report on Form 10-Q for the period ended September 30, 2010 of Graphic Packaging Holding Company (the "Company") filed with the Securities and Exchange Commission on the date hereof fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in such report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ DAVID W. SCHEIBLE
Name: David W. Scheible
Title: President and Chief Executive Officer
November 4, 2010

Exhibit 32.2

CERTIFICATION
Pursuant to 18 United States Code Section 1350,
As adopted pursuant to Section 906 of the
Sarbanes-Oxley Act of 2002

The undersigned hereby certifies that, to my knowledge, the Quarterly Report on Form 10-Q for the period ended September 30, 2010 of Graphic Packaging Holding Company (the "Company") filed with the Securities and Exchange Commission on the date hereof fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in such report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ DANIEL J. BLOUNT

Name: Daniel J. Blount
Title: Senior Vice President and Chief Financial Officer
November 4, 2010