

GRAPHIC PACKAGING CORP

Form 424B5

October 24, 2014

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Filed Pursuant to Rule 424(b)(5)
Registration No. 333-197680

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed maximum aggregate offering price per unit	Maximum Aggregate Offering Price	Amount of Registration Fee(1)
4.875% Senior Notes due 2022	\$250,000,000	100%	\$250,000,000	\$29,050

(1) Calculated in accordance with Rule 457(r) of the Securities Act of 1933.

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PROSPECTUS SUPPLEMENT

(To Prospectus dated July 28, 2014)

\$250,000,000

4.875% Senior Notes 2022

We are offering \$250.0 million aggregate principal amount of our 4.875% senior notes due 2022. The notes will mature on November 15, 2022.

We will use the net proceeds of this offering, together with cash on hand and/or additional borrowings, to refinance, through a redemption, all \$250.0 million aggregate principal amount of our 7.875% senior notes due 2018, which we refer to as our 2018 notes, at a redemption premium plus accrued and unpaid interest to, but not including November 22, 2014, the redemption date, and to pay fees and expenses incurred in connection with this offering and the redemption.

We will pay interest on the notes semi-annually in cash in arrears on May 15 and November 15 of each year, beginning on May 15, 2015.

The notes will be guaranteed by Graphic Packaging Holding Company and Graphic Packaging Corporation, as well as by certain of our material domestic subsidiaries who have guaranteed our obligations in respect of our senior credit facilities and our existing 4.75% senior notes due 2021, which we refer to as our 2021 notes.

The notes and the guarantees will be general unsecured senior obligations and will rank equally with our and the guarantors' senior unsecured obligations. The notes and the guarantees will be effectively subordinated to all of our and the guarantors' existing and future secured debt to the extent of the assets securing that secured debt.

The notes will not be listed on any securities exchange. Currently, there is no public market for the notes.

At any time prior to August 15, 2022, we may redeem the notes, in whole or in part, at any time at a redemption price equal to 100% of their principal amount plus a make-whole premium, together with accrued and unpaid interest, if any, to the redemption date. In addition, prior to November 15, 2017, we may redeem up to 35% of the aggregate principal amount of the notes with the net cash proceeds from certain equity offerings. At any time on or after August 15, 2022, we may redeem the notes, in whole or in part, at a redemption price equal to 100% of the principal amount thereof plus accrued and unpaid interest, if any, to the date of redemption.

This investment involves risks. See Risk Factors beginning on page S-13 of this prospectus supplement.

	Per Note	Total
Public offering price	100.000%	\$ 250,000,000
Underwriting discount	1.450%	\$ 3,625,000
Proceeds, before expenses, to us	98.550%	\$ 246,375,000

The public offering price set forth above does not include accrued interest, if any. Interest on the notes will begin to accrue on November 6, 2014 and must be paid by the purchaser if the notes are delivered after November 6, 2014.

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Neither the Securities and Exchange Commission, which we refer to as the SEC, nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus supplement or the accompanying prospectus. Any representation to the contrary is a criminal offense.

The underwriters expect to deliver the notes to investors on or about November 6, 2014 only in book-entry form through the facilities of The Depository Trust Company.

Joint Book-Running Managers

**BofA Merrill Lynch
Citigroup**

**J.P. Morgan
Goldman, Sachs & Co.**

**SunTrust Robinson Humphrey
Rabo Securities**

Co-Managers

**BBVA
Fifth Third Securities**

**Regions Securities LLC
TD Securities**

**MUFG
PNC Capital Markets LLC**

**SMBC Nikko
HSBC**

The date of this prospectus supplement is October 23, 2014.

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In this prospectus supplement, we, our, us, GPHC, Graphic Packaging and the Company means Graphic Packaging Holding Company, including, unless the context otherwise requires or as otherwise expressly stated, our subsidiary Graphic Packaging International, Inc., the issuer of the notes offered hereby, and our other subsidiaries. In addition, GPC means Graphic Packaging Corporation and its subsidiaries on a consolidated basis.

ABOUT THIS PROSPECTUS SUPPLEMENT

This document is in two parts. The first part is this prospectus supplement, which describes the specific terms of this offering and also adds to and updates information contained in the accompanying prospectus and the documents incorporated by reference into the accompanying prospectus. The second part, the accompanying prospectus, gives more general information, some of which does not apply to this offering. You should read both this prospectus supplement and the accompanying prospectus before deciding to invest in the notes offered hereby.

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To the extent there is a conflict between the information contained in this prospectus supplement, on the one hand, and the information contained in the accompanying prospectus, on the other hand, you should rely on the information in this prospectus supplement. You should also read and consider the additional information under the caption "Where You Can Find More Information" in this prospectus supplement.

In making your investment decision, you should rely only on the information contained or incorporated by reference in this prospectus supplement, in the accompanying prospectus and in any free writing prospectus with respect to this offering filed by us with the SEC. Neither we nor the underwriters have authorized any other person to provide you with different information. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. You should assume that the information appearing in this prospectus supplement, the accompanying prospectus, any free writing prospectus with respect to the offering filed by us with the SEC and the documents incorporated by reference herein and therein is accurate only as of their respective dates. Our business, financial condition, results of operations and prospects may have changed since those dates.

The underwriters are offering to sell, and are seeking offers to buy, the notes offered hereby only in jurisdictions where offers and sales are permitted. The distribution of this prospectus supplement and the accompanying prospectus and the offering of the notes offered hereby in certain jurisdictions may be restricted by law. Persons outside the United States who come into possession of this prospectus supplement and the accompanying prospectus must inform themselves about and observe any restrictions relating to the offering of the notes offered hereby and the distribution of this prospectus supplement and the accompanying prospectus outside the United States. This prospectus supplement and the accompanying prospectus do not constitute, and may not be used in connection with, an offer to sell, or a solicitation of an offer to buy, any securities offered by this prospectus supplement and the accompanying prospectus by any person in any jurisdiction in which it is unlawful for such person to make such an offer or solicitation.

FORWARD-LOOKING STATEMENTS

The statements we have made in this prospectus supplement or in documents incorporated by reference herein which are not historical facts are forward-looking statements. These forward-looking 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.

The discussions in our "Risk Factors" section of this prospectus supplement and the "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" sections of our Annual Report on Form 10-K for the fiscal year ended December 31, 2013, which we refer to as our 2013 10-K and our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2014, June 30, 2014 and September 30, 2014, highlight some of the more important risks identified by our management, but should not be assumed to be the only factors that could affect future performance. Other factors that could cause the actual results of our operations or our financial condition to differ from those expressed or implied in these forward-looking statements include, but are not limited to, inflation of and volatility in raw material and energy costs, continuing pressure for lower cost products, our ability to implement our business strategies, including productivity initiatives and cost reduction plans, our debt level, our ability to borrow or raise money on favorable terms, currency movements and other risks of conducting business internationally, our ability to successfully integrate acquired businesses and achieve anticipated synergies from such acquisitions, and the impact of regulatory and litigation matters, including those that could impact our ability to utilize our net operating losses to offset taxable income and those that impact our ability to protect and use our intellectual property, and other factors described in our filings with the SEC.

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Except to the extent required by the federal securities laws, we undertake no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. The foregoing review of factors should not be construed as exhaustive or as any admission regarding the adequacy of our disclosures. Certain risk factors are detailed from time to time in our various public filings. You are advised, however, to consult any further disclosures we make on related subjects in our filings with the SEC.

You can identify forward-looking statements by the fact that they do not relate strictly to historic or current facts. Forward-looking statements use terms such as anticipates, believes, continues, could, estimates, expects, intends, may, plans, potential, predicts, preli seeks, pro forma or similar expressions in connection with any disclosure of future operating or financial performance. These statements are only predictions and involve known and unknown risks, uncertainties and other factors that may cause our actual results of operations, financial condition, levels of activity, performance or achievements to be materially different from any future results of operations, financial condition, levels of activity, performance or achievements expressed or implied by such forward-looking statements. You should not place undue reliance on these forward-looking statements.

INDUSTRY AND MARKET DATA

This prospectus supplement includes industry data and statistics that we obtained from periodic industry publications, including Resource Information System Inc., Paper Shipping Sack Manufacturers Association, Inc. and Paperboard Packaging Council, as well as our internal estimates. We believe data regarding the paperboard packaging industry and our market position and market share within the industry are inherently imprecise, but generally indicate size and position and market share within the industry. Industry publications generally state that the information contained therein has been obtained from sources believed to be reliable. Although we believe that the information provided by these third parties is generally accurate, we have not independently verified any of the data from third-party sources nor have we ascertained the underlying economic assumptions relied upon therein. While we are not aware of any misstatements regarding any industry data presented herein, our estimates, in particular as they relate to our general expectations concerning the paperboard packaging and flexible packaging industries, involve risks and uncertainties and are subject to change based on various factors, including those discussed under Risk Factors in this prospectus supplement and our 2013 10-K.

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SUMMARY

This summary highlights information about this prospectus supplement and may not contain all of the information that may be important to you. You should read the following summary together with the more detailed information appearing elsewhere in this prospectus supplement, as well as the financial statements and related notes thereto and other information included in or incorporated by reference in this prospectus supplement.

Overview

We are committed to providing consumer packaging that makes a world of difference. We are a leading provider of paper-based packaging solutions to food, beverage and other consumer products companies. We are the largest U.S. producer of folding cartons and hold leading market positions in coated unbleached kraft paperboard and coated-recycled paperboard, which we use primarily for the internal production of our folding carton products.

Our customers include many of the world's most widely recognized companies and brands with prominent market positions in the beverage, food and other consumer products industries. We strive to provide our customers with packaging solutions designed to deliver marketing and performance benefits at a competitive cost by capitalizing on our low-cost paperboard mills and converting plants, proprietary carton and packaging designs and our commitment to quality and service.

Our consolidated net sales were \$4,478.1 million for the year ended December 31, 2013 and \$3,239.4 million for the nine months ended September 30, 2014. In connection with our strategy to focus on our core businesses, on June 30, 2014, we completed the sale of our multi-wall bag business. The multi-wall bag business contributed approximately \$440.0 million of net sales for the year ended December 31, 2013 and approximately \$214.0 million of net sales for the nine months ended September 30, 2014.

Paperboard Packaging

Our paperboard packaging products deliver marketing and performance benefits at a competitive cost. We supply paperboard cartons and carriers designed to protect and contain products while providing:

convenience through ease of carrying, storage, delivery, dispensing of product and food preparation for consumers;

a smooth surface printed with high-resolution, multi-color, graphic images that help improve brand awareness and visibility of products on store shelves; and

durability, stiffness, wet and dry tear strength; leak, abrasion and heat resistance; barrier protection from moisture, oxygen, oils and greases; and enhanced microwave heating performance.

We provide a wide range of paperboard packaging solutions for the following end-use markets:

beverage, including beer, soft drinks, energy drinks, water and juices;

food, including cereal, desserts, frozen, refrigerated and microwavable foods, and pet foods;

prepared foods, including snacks, quick-serve foods for restaurants and food service products; and

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household products, including dishwasher and laundry detergents, health care and beauty aids, and tissues and papers.

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We make most of our packaging products from coated unbleached kraft (CUK) and coated-recycled boxboard (CRB) that we produce at our mills. The remaining portion of our packaging products are produced from paperboard, primarily solid bleached sulfate, purchased from external sources. The paperboard is processed in our facilities that print, cut and glue (convert) the paperboard into folding cartons. We operate an integrated, global network of 39 converting facilities supported by six mills (four CRB mills and two CUK mills). Approximately 82% of our mill production is internally converted into folding cartons that we sell to our customers. We believe that our high level of vertical integration gives us significant cost advantages over our non-integrated competitors. As a result we have one of the lowest cost operations in North America and believe we can continue to lower our costs through our continuous improvement initiatives.

We believe that we are the largest U.S. producer of folding cartons; we are the largest of three worldwide producers of CUK and we are the largest domestic producer of CRB. Furthermore, in December 2012, we completed the acquisitions of two European packaging companies, Contego Packaging Holding, Limited and A&R Carton Holding B.V., which created one of Europe's largest folding carton businesses when combined with our existing European packaging business, and we further expanded this business with the acquisition of the U.K.-based Benson Group in May 2014. Our scale is the result of our acquisitive history. The folding carton and paperboard sectors have undergone substantial consolidation in the past decade, which has resulted in tighter supplies and higher operating rates. This has enabled us to more effectively manage the spread between the selling price of our products and raw material costs.

For many of our beverage customers, in addition to producing folding cartons, we also design and manufacture specialized, proprietary packaging machines that package bottles and cans. We also provide this, to a lesser extent, for non-beverage consumer products. We install our packaging machines at customer plants and provide support, service and advanced performance monitoring of the machines. We believe that the use of such machines creates pull-through demand for our cartons, which in turn creates demand for our paperboard products. We continually seek to increase our customers' use of our integrated packaging solutions in order to improve revenue opportunities, enhance customer relationships, provide customers with greater packaging line and supply chain efficiencies and overall cash benefits, and expand opportunities for us to provide value-added support and service. We enter into annual or multi-year carton supply contracts with customers, which generally require the customer to purchase a fixed portion of its carton requirements from us.

Our cartons use diverse structural designs and combinations of paperboard, films, foils, metallization, holographics, embossing and other characteristics that are tailored to the needs of individual customers. Our research and development staff works directly with our sales and marketing personnel to understand long-term consumer and retailer trends and create new packaging solutions. These innovative packaging solutions across our growth platforms provide our businesses and customers with differentiated packaging solutions which help us secure new business.

On February 3, 2014, we completed the sale of our labels business. The labels business was part of our paperboard packaging segment and accounted for approximately 1% of consolidated net sales.

Flexible Packaging

As part of our ongoing strategy to focus on our core businesses, we completed the sale of our multi-wall bag business on June 30, 2014. The multi-wall bag business included nine converting plants located throughout the United States and the Pine Bluff, Arkansas kraft paper mill. The sale of our multi-wall bag business followed our September 2013 sale of three flexible packaging facilities that produced plastic packaging and the shut-down of our Brampton, Ontario facility. As a result of these sales, our flexible packaging business currently consists of one facility located in North Portland, Oregon, which is now included in the paperboard packaging segment.

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Competitive Strengths

We believe our principal strengths include the following:

Strong Market Positions in Attractive Product Categories. We are the leading provider of paperboard packaging solutions, with significant scale, a broad range of product offerings and innovative, value added technological capabilities. We are the largest supplier of folding cartons with approximately 32% market share in the U.S., and we are the largest producer of CUK and CRB with estimated 55% and 35% market shares, respectively, in North America. Our business is concentrated around the fastest growing markets in the folding carton industry, such as microwaveable foods and strength products, where we are focused on increasing market share.

Diverse Global Customers in Stable, Growing Markets. We sell our paperboard products to leading global companies in the beverage, food and other consumer products industries. We have long-term relationships with major companies, including General Mills, Inc., MillerCoors LLC, Kellogg Company, PepsiCo, Inc., Kraft Foods, Inc., Anheuser-Busch, Inc., Nestlé USA, Inc., The Coca-Cola Company, HAVI Global Solutions LLC, and Kimberly-Clark Corporation. The food and beverage sectors tend to be more stable than other sectors and as a result we have more consistent revenues and generate steady cash flows. We also have a growing presence in emerging markets, such as Mexico, China and Brazil, where we are able to follow our customers as they expand into new geographic areas. During 2013, no one customer represented more than 10% of our net sales.

Established Innovator of Packaging Products. We have been a leader in paperboard packaging innovations including the Fridge Vendor® and Tite-Pak® for beverage products. We hold over 1,800 U.S. and foreign patents, with more than 700 U.S. and foreign patent applications currently pending. We believe there are attractive growth opportunities in our markets from developing innovative products for our customers that support their growth and cost reduction goals. Some of our recent packaging solutions include our new Tite-Pak solution for beer multipacks, which offers an alternative to partitions and corrugated boxes for the protection of glass bottles and reduces breakage and noise throughout the distribution and handling process as compared to traditional partitions and corrugated boxes. In addition, we recently deployed commercially a solid CUK fiber folding carton in the juice pouch sector as a substitute to traditional litho-laminated corrugated structures and launched new products for the growing dairy market in China.

Leader in Sustainability. Our customers' desire to use more sustainable packaging presents a very attractive opportunity for us. We continue to see substitution of our solid fiber cartons and paper products for corrugated boxes and plastic products. We are well-positioned to capitalize on this trend as our CRB substrates are made from recycled materials. We also have been working with our customers to develop new products that remove excess packaging materials from their supply chains, and thus provide savings for them. We have also improved the efficiency of our operations by reducing our carbon footprint and the amount of water we use to produce our products, all while increasing our paperboard production. We continue to focus on initiatives to reduce our environmental footprint at our various facilities.

Strong Operational Performance. We operate one of the lowest cost networks of mills and converting plants in North America. We have programs in place that are designed to further reduce costs, improve productivity and increase profitability, including Six Sigma, Lean Sigma and Reliability Centered Maintenance principles. During 2013, we achieved approximately \$66 million in cost savings as compared to 2012 as a result of our continuous improvement programs and manufacturing initiatives. We also continue to optimize our manufacturing footprint and to consolidate our production facilities, having closed four production facilities over the last two years.

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Attractive Free Cash Flow Generation and Debt Paydown. We are focused on optimizing our operations to maximize free cash flow. Our business model allows us to generate significant operating cash flow due to our strong operating margins and disciplined capital expenditures and working capital requirements. In addition, as of September 30, 2014, we had approximately \$811 million of net operating losses potentially available to offset future income taxes. In the three most recently completed fiscal years, we generated approximately \$1.3 billion of net cash from operating activities and reduced our net debt by approximately \$239 million, after borrowing \$500 million for share repurchases. We have decreased our net debt to Adjusted EBITDA ratio from 4.3x at the end of 2010 to 3.3x at the end of 2013. See Summary Financial and Other Information for a reconciliation of these non-GAAP measures to the most directly comparable GAAP measures.

Experienced Management Team with Track Record of Successful Acquisition Integration. Our senior management team has over 130 years of combined experience in the paper and packaging industry. Our President and Chief Executive Officer, David Scheible, has held various executive positions at Graphic Packaging and our predecessors for more than fifteen years. Additionally, our senior management team has a long-standing record of successfully managing business combinations, including the integration of Riverwood International Corporation and Graphic Packaging Corporation in 2003, Graphic Packaging and Altivity Packaging, LLC, or Altivity, in 2008, and the acquisitions of Sierra Pacific Packaging, Inc., Delta Natural Kraft, LLC and Mid-America Packaging, LLC in 2011, Contego Packaging Holding, Limited and A&R Carton Holding B.V. in 2012 and the U.K.-based Benson Group in 2014. As a result, we achieved more than \$100 million in synergies related to these transactions. Our senior management team is continually seeking to improve profitability, growth and cash flow generation.

Our Strategy

As a leading provider of paperboard, we believe that the global packaging market presents significant growth opportunities. We believe that we can continue to enhance our success by implementing the following business strategies:

Expand Market Share in Current Markets and Identify and Penetrate New Markets. We are focused on identifying new target markets such as energy drinks, one of the fastest-growing categories in the beverage industry, and new distribution channels such as warehouse clubs, one of the fastest-growing markets in the retail industry. We will also continue to grow in international markets through our acquisitions and as our customers expand abroad.

Continue to Develop and Market Innovative Products and Applications. We will continue to focus on new packaging solutions that differentiate our products and provide opportunities for additional revenue growth and attractive margins. Our development efforts include, but are not limited to, packaging that extends the shelf life of customers' products, optimizing production costs, reducing raw materials used in products, enhancing the heat-managing characteristics of food packaging and refining packaging appearance through new printing techniques and materials.

Continue to Reduce Costs by Focusing on Operational Improvements. We remain diligent with our day-to-day cost saving initiatives by instilling a culture of continuous improvement throughout our organization. We believe we can continue to improve our operations through our Six Sigma, Lean Sigma and Reliability Centered Maintenance initiatives. Going forward, we are focused on driving further cost reductions through disciplined, high payback investments.

Diligently Manage Our Pricing/Cost Spread. We will continue our efforts to mitigate our exposure to volatility in key input costs including energy, secondary fiber and chemicals. We are also focused on negotiating faster raw material pass through terms in our customer contracts and will continue to seek price increases to manage our price/cost spread.

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Enhance Growth with Strategic Acquisitions. In addition to our primary organic growth strategy, we plan to continue to consider disciplined investments, including joint ventures and strategic acquisitions to supplement our growth objectives. We intend to focus on accretive investments that leverage our core strengths and enhance our current products, end markets, geography and customer mix.

Corporate History and Information

We began producing paperboard packaging in 1923 and were the first company in the U.S. to produce sheet kraft paper and linerboard. Since that time, we have pioneered a number of paperboard and packaging innovations, first as Brown Paper Mill Company, then as Olin Mathieson Chemical, Manville Forest Products and finally Riverwood International Corporation. In 2003, Riverwood International Corporation merged with Graphic Packaging Corporation to form Graphic Packaging International, Inc., which was the successor to the packaging and label business formed by the Coors Brewing Company in the 1970s.

On March 10, 2008, the businesses of Graphic Packaging and Altiivity merged and a new publicly traded parent company, Graphic Packaging Holding Company, was formed. Altiivity was the largest privately-held producer of folding cartons and a market leader in all of its major businesses, including coated recycled boxboard, multi-wall bag and specialty packaging. The combination of Graphic Packaging and Altiivity brought together two of the most innovative, value-added paperboard packaging companies in the global packaging market with expanded product offerings, market reach and technology capabilities. Since 2008, we have continued to expand our capabilities and geographic footprint through several smaller acquisitions and joint ventures.

Our executive offices are located at 1500 Riveredge Parkway, Suite 100, Atlanta, Georgia 30328, and our telephone number at that location is (770) 240-7200. Our website address is www.graphicpkg.com. The information on our website is not a part of this prospectus supplement and not incorporated herein by reference.

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The Offering

The summary below describes the principal terms of the notes. Certain of the terms and conditions below are subject to important limitations and exceptions. The Description of the Notes section of this prospectus supplement contains a more detailed description of the terms and conditions of the notes.

Issuer	Graphic Packaging International, Inc.
Guarantors	Graphic Packaging Holding Company, Graphic Packaging Corporation and certain of our material domestic subsidiaries who have guaranteed our obligations in respect of our senior credit facilities and our 2021 notes.
Notes Offered	\$250.0 million aggregate principal amount of our 4.875% senior notes due 2022.
Offering Price	100.000%.
Maturity Date	November 15, 2022.
Interest	Interest on the notes will be payable semi-annually in cash on May 15 and November 15 each year, commencing May 15, 2015. Interest will accrue from November 6, 2014.
Optional Redemption	<p>At any time prior to August 15, 2022, we may redeem the notes, in whole or in part, at any time at a redemption price equal to 100% of their principal amount plus a make-whole premium described in Description of the Notes Optional Redemption, together with accrued and unpaid interest, if any, to the redemption date.</p> <p>In addition, prior to November 15, 2017, we may redeem up to 35% of the aggregate principal amount of outstanding notes with the proceeds from sales of certain kinds of our capital stock at a redemption price equal to 104.875% of their principal, plus accrued interest, if any, to the redemption date. We may make such redemption only if, after any such redemption, at least 65% of the aggregate principal amount of notes originally issued under the indenture (including any additional notes) remains outstanding. See Description of the Notes Optional Redemption.</p> <p>At any time on or after August 15, 2022, we may redeem the notes, in whole or in part, at a redemption price equal to 100% of the principal amount thereof plus accrued and unpaid interest, if any, to the date of redemption.</p>
Change of Control	In the event of a change of control under the terms of the indenture, each holder of the notes will have the right to require us to purchase such holder's notes at a price of 101% of their principal amount plus accrued interest, if any, to the date of purchase. See Description of the Notes Change of Control.

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Ranking

The notes will be our general unsecured obligations and will rank:

equal in right of payment to all of our existing and future unsecured indebtedness and other obligations that are not, by their terms, expressly subordinated in right of payment to the notes, including our 2021 notes;

senior in right of payment to any future indebtedness and other obligations that are, by their terms, expressly subordinated in right of payment to the notes;

effectively subordinated to all of our secured indebtedness and other secured obligations to the extent of the value of the assets securing such indebtedness and other obligations, including our senior credit facilities; and

structurally subordinated to all indebtedness and other liabilities (including trade payables) of our subsidiaries that do not guarantee the notes.

The note guarantee of each guarantor will be a general unsecured senior obligation of that guarantor and will rank:

equal in right of payment to all existing and future unsecured indebtedness and other obligations of that guarantor that are not, by their terms, expressly subordinated in right of payment to the note guarantee, including our 2021 notes;

senior in right of payment to any future indebtedness and other obligations of that guarantor that are, by their terms, expressly subordinated in right of payment to the note guarantee; and

effectively subordinated to all secured indebtedness and other secured obligations of that guarantor to the extent of the value of the assets securing such indebtedness and other obligations, including our senior credit facilities.

As of September 30, 2014, after giving effect to this offering and the use of proceeds therefrom, we had consolidated total indebtedness of approximately \$2.1 billion, of which approximately \$1.4 billion was secured and therefore effectively senior to the notes, and of which approximately \$428 million ranked equally in right of payment with the notes. As of September 30, 2014, our non-guarantor subsidiaries had liabilities of approximately \$294.1 million, all of which would be structurally senior to the notes. These numbers do not give effect to the amendment and restatement of our credit agreement effective October 2, 2014. See [Capitalization](#) .

As of September 30, 2014, we had additional available borrowings under the revolving portion of our senior credit facilities of up to \$943.3 million, all of which would be secured. We also have additional available borrowings of up to \$25.1 million under credit facilities used to fund our international subsidiaries, of which approximately \$11.2

million would be structurally senior to the notes.

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Certain Covenants

The indenture governing the notes will contain covenants that, among other things, limit our ability and the ability of our restricted subsidiaries to:

incur more debt;

pay dividends or redeem stock;

make certain investments;

create liens;

transfer or sell assets;

merge or consolidate; and

enter into transactions with our affiliates.

These covenants will be subject to important exceptions and qualifications, which are described under [Description of the Notes Certain Covenants](#) and [Description of the Notes Merger and Consolidation](#). Certain covenants are also subject to termination in the event that we are rated investment grade.

Use of Proceeds

We will use the net proceeds of this offering, together with cash on hand and/or additional borrowings, to refinance, through a redemption, all \$250.0 million aggregate principal amount of our outstanding 2018 notes at a redemption price equal to 103.938% of the principal amount of the notes redeemed, plus accrued and unpaid interest to, but not including the redemption date, and to pay fees and expenses incurred in connection with this offering and the redemption. See [Use of Proceeds](#).

You should carefully consider all of the information in this prospectus supplement, or incorporated by reference herein, including the discussion under the caption [Risk Factors](#) beginning on page S-13 before investing in the notes.

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The following summary historical condensed consolidated financial data of Graphic Packaging Holding Company as of December 31, 2011, 2012 and 2013 and for each of the fiscal years in the three year period ended December 31, 2013 have been derived from our audited consolidated financial statements incorporated by reference into this prospectus supplement. The following summary historical condensed consolidated financial data for each of the nine-month periods ended September 30, 2013 and 2014 have been derived from Graphic Packaging Holding Company's unaudited condensed consolidated financial statements incorporated by reference into this prospectus supplement and are not necessarily indicative of the results for the remainder of the fiscal year or any future period. This information is only a summary and should be read in conjunction with our financial statements and the notes thereto incorporated by reference into this prospectus supplement and the Management's Discussion and Analysis of Financial Condition and Results of Operations section contained in our 2013 10-K and our Quarterly Report on Form 10-Q for the period ended September 30, 2014.

	Fiscal Year Ended			Nine Months Ended	
	2011	December 31, 2012	2013 (In millions)	2013 September 30,	2014
Consolidated Statement of Operations:					
Net sales	\$ 4,206.3	\$ 4,337.1	\$ 4,478.1	\$ 3,403.2	\$ 3,239.4
Cost of sales	3,568.8	3,617.5	3,752.5	2,851.0	2,636.9
Selling, general and administrative	342.4	378.1	384.3	290.0	279.0
Other income, net	(2.7)	(7.3)	(13.4)	(11.3)	(1.3)
Restructuring, goodwill impairment, and other special charges (credits), net	107.5	26.4	13.1	(5.1)	185.7
Income from operations	190.3	322.4	341.6	278.6	139.1
Interest expense, net	(144.9)	(111.1)	(101.9)	(80.4)	(62.0)
Loss on modification or extinguishment of debt (1)	(2.1)	(11.0)	(27.1)	(27.1)	
Income before income taxes and equity income of unconsolidated entities	43.3	200.3	212.6	171.1	77.1
Income tax benefit (expense)	229.8	(82.5)	(67.4)	(70.9)	(30.9)
Income before equity income of consolidated entities	273.1	117.8	145.2	100.2	46.2
Equity income of unconsolidated entities	2.1	2.3	1.5	1.2	1.3
Net income	275.2	120.1	146.7	101.4	47.5
Net loss (income) attributable to noncontrolling interests	1.7	2.5	(0.1)	(0.8)	0.7
Net income attributable to Graphic Packaging Holding Company	\$ 276.9	\$ 122.6	\$ 146.6	\$ 100.6	\$ 48.2

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	Fiscal Year Ended			Nine Months Ended	
	2011	December 31, 2012	2013 (In millions)	September 30, 2013	2014
Balance Sheet Data (at period end):					
Cash and cash equivalents	\$ 271.8	\$ 51.5	\$ 52.2	\$ 92.0	\$ 55.2
Property, plant and equipment, net	1,631.7	1,732.2	1,678.9	1,690.6	1,545.4
Total assets	4,649.7	4,631.6	4,559.3	4,618.7	4,430.6
Total debt	2,365.8	2,333.3	2,253.6	2,232.8	2,079.2
Total Graphic Packaging Holding Company shareholders equity	1,167.9	974.0	1,062.3	1,096.1	1,098.3
Other Financial Data:					
Net cash provided by operating activities	\$ 387.8	\$ 468.6	\$ 458.0	\$ 269.5	\$ 331.2
Net cash (used in) investing activities	(211.8)	(294.0)	(144.4)	(95.9)	(135.3)
Net cash (used in) financing activities	(42.2)	(396.1)	(311.1)	(131.5)	(190.3)
Capital spending	(160.1)	(203.3)	(209.2)	(153.2)	(151.4)
Depreciation and amortization	278.4	266.8	277.4	208.5	202.2
EBITDA (2)	480.5	609.0	628.7	488.7	351.8
Adjusted EBITDA (2)	591.3	647.4	670.2	511.9	539.0
Net debt (3)	2,094.0	2,281.8	2,201.4	2,140.8	2,024.0

- (1) Loss on modification or extinguishment of debt includes: (a) in 2011, amounts related to the Company's retirement of the remaining portion of its 9.50% Senior Subordinated Notes due 2013; (b) in 2012, amounts related to the Company's then-existing senior credit facilities; and (c) in 2013, amounts related to the Company's retirement of its 9.50% Senior Notes due 2017 and amounts related to the Company's credit agreement.
- (2) The terms EBITDA and Adjusted EBITDA are not defined under GAAP and EBITDA and Adjusted EBITDA are not measures of and should not be considered substitutes for or superior to net income, operating income or any other performance measure derived in accordance with GAAP. The table below sets forth a reconciliation of net income to EBITDA and Adjusted EBITDA. EBITDA is defined as net income attributable to the Company before net (loss) income attributable to noncontrolling interests; income tax (benefit) expense; equity income of unconsolidated entities; interest expense, net; and depreciation and amortization (including noncash pension amortization). Adjusted EBITDA is defined as EBITDA further adjusted to exclude charges associated with the Company's business combinations, sale or shutdown of assets, other special charges, loss on modification or extinguishment of debt and goodwill impairment charges. We caution investors that amounts presented in accordance with our definitions of EBITDA and Adjusted EBITDA may not be comparable to similar measures disclosed by other issuers, because not all issuers and analysts calculate EBITDA and Adjusted EBITDA in the same manner. We present EBITDA and Adjusted EBITDA and the ratios derived therefrom because we consider them to be important supplemental measures of our performance and believe they are frequently used by securities analysts, investors and other interested parties in the evaluation of companies.

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	Fiscal Year Ended			Nine Months Ended	
	2011	December 31,		September 30,	
		2012	2013	2013	2014
	(In millions)				
Net income attributable to Graphic Packaging Holding Company	\$ 276.9	\$ 122.6	\$ 146.6	\$ 100.6	\$ 48.2
Add (subtract):					
Net (loss) income attributable to noncontrolling interests	(1.7)	(2.5)	0.1	0.8	(0.7)
Income tax (benefit) expense	(229.8)	82.5	67.4	70.9	30.9
Equity income of unconsolidated entities	(2.1)	(2.3)	(1.5)	(1.2)	(1.3)
Interest expense, net	144.9	111.1	101.9	80.4	62.0
Depreciation and amortization (a)	292.3	297.6	314.2	237.2	212.7
EBITDA	\$ 480.5	\$ 609.0	\$ 628.7	\$ 488.7	\$ 351.8
Restructuring and other special charges (credits) (b)	12.4	27.4	14.4	(3.9)	187.2
Loss on modification or extinguishment of debt	2.1	11.0	27.1	27.1	
Goodwill impairment charge	96.3				
Adjusted EBITDA	\$ 591.3	\$ 647.4	\$ 670.2	\$ 511.9	\$ 539.0

(a) Includes noncash pension amortization.

(b) Includes net gain of \$17.9 million on sale or shutdown of businesses in 2013 and net loss of \$170.4 million on sale of labels and multi-wall bag businesses in 2014.

- (3) Net debt is a financial measure not calculated in accordance with GAAP. Net debt should be considered in addition to and should not be considered a substitute for or superior to measures of our financial position prepared in accordance with GAAP. In addition, our calculation of net debt may not be comparable to similarly titled measures utilized by other companies since such companies may not calculate net debt in the same manner as we do. We define net debt as total debt minus cash and cash equivalents. The Company's management believes that the presentation of net debt provides useful information to investors because this measure is an important measure that management uses in assessing the Company's financial position.

	Fiscal Year Ended			Nine Months Ended	
	2011	December 31,		September 30,	
		2012	2013	2013	2014
	(In millions)				
Short-term debt and current portion of long-term debt	\$ 30.1	\$ 79.8	\$ 77.4	\$ 83.9	\$ 68.0
Long-term debt	2,335.7	2,253.5	2,176.2	2,148.9	2,011.2
Less:					
Cash and cash equivalents	(271.8)	(51.5)	(52.2)	(92.0)	(55.2)
Net debt	\$ 2,094.0	\$ 2,281.8	\$ 2,201.4	\$ 2,140.8	\$ 2,024.0

Table of Contents**Ratios of Earnings to Fixed Charges**

Our ratios of earnings to fixed charges for the five fiscal years ended December 31, 2013 and the nine months ended September 30, 2014 are set forth in the table below.

	Fiscal Year Ended December 31,					Nine Months
	2009	2010	2011	2012	2013	Ended September 30, 2014
Ratio of Earnings to Fixed Charges (1)(2)	1.4x	1.2x	1.3x	2.6x	2.8x	2.1x

(1) For purposes of calculating this ratio, earnings consists of income from continuing operations before income taxes and income from equity affiliates plus (a) fixed charges minus interest capitalized during the period, (b) distributed income from equity affiliates and (c) amortization of previously capitalized interest. Fixed charges consist of interest expense, capitalized interest, amortization of discount on indebtedness and an appropriate portion of rental expense representative of the interest factor.

(2) Currently, we have no shares of preferred stock outstanding and thus have not paid any dividends on preferred stock in the periods presented. Therefore, the ratio of earnings to combined fixed charges and preference dividends is not shown because it is not different from the ratio of earnings to fixed charges.

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RISK FACTORS

You should consider carefully all of the information set forth or incorporated by reference in this prospectus supplement and, in particular, the risks described below as well as the risk factors set forth in our 2013 10-K before you decide to invest in the notes. If any of the following uncertainties or risks actually occurs, our business, financial condition or results of operations could be materially adversely affected. The selected risks described below and in our 2013 10-K are not the only risks that may affect your investment. Additional risks and uncertainties not currently known to us or that we currently view as immaterial may also materially and adversely affect our business, financial condition or results of operations.

Our substantial indebtedness may adversely affect our financial health, our ability to obtain financing in the future and our ability to react to changes in our business.

As of September 30, 2014, we had an aggregate principal amount of \$2,079.2 million of outstanding debt. Because of our substantial debt, our ability to obtain additional financing for working capital, capital expenditures, acquisitions or general corporate purposes may be restricted in the future. We are also exposed to the risk of increased interest costs because approximately \$836 billion of our debt is at variable rates of interest. A significant portion of our cash flow from operations must be dedicated to the payment of principal and interest on our indebtedness, thereby reducing the funds available for other purposes. Our interest expense, net for the nine months ended September 30, 2014 was \$62.0 million.

Additionally, our Second Amended and Restated Credit Agreement, effective as of October 2, 2014, for which Bank of America N.A. acts as administrative agent, which we refer to as the Credit Agreement, governing our senior credit facilities, the indenture governing our 2021 notes, which we refer to as the Existing Indenture, and the indenture that will govern the notes offered hereby contain covenants that 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. The Credit Agreement also requires compliance with a maximum consolidated total leverage ratio and a minimum consolidated interest expense ratio. Our ability to comply in future periods with these covenants will depend on our ongoing financial and operating performance.

Our substantial debt and the restrictions under the Credit Agreement, the Existing Indenture and the indenture that will govern the notes offered hereby could limit our flexibility to respond to changing market conditions and competitive pressures. Our material outstanding debt obligations and these restrictions may also leave us more vulnerable to a downturn in general economic conditions or our business, or unable to carry out capital expenditures that are necessary or important to our growth strategy and productivity improvement programs.

The breach of any of the covenants or restrictions contained in the Credit Agreement, the Existing Indenture and the indenture that will govern the notes offered hereby, or agreements governing our other indebtedness could result in a default under the applicable agreement which would permit the applicable lenders or noteholders, as the case may be, to declare all amounts outstanding thereunder to be due and payable, together with accrued and unpaid interest, if any. In any such case, we may be unable to make borrowings under our credit facilities and may not be able to repay the amounts due under our credit facilities, the existing notes and the notes offered hereby. This could have serious consequences to our financial condition and results of operations and could cause us to become bankrupt or insolvent. Furthermore, if an event of default arises under the Credit Agreement during the period from the date of the issuance of the notes offered hereby to November 22, 2014, the redemption date, we may be unable to re-borrow the proceeds of this offering to effect the redemption of the 2018 notes as contemplated hereby. See Use of Proceeds .

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The notes and the guarantees will not be secured by any of our assets or the assets of the guarantors and therefore will be effectively subordinated to our and their existing and future secured indebtedness.

The notes and the guarantees will be general unsecured obligations ranking effectively junior in right of payment to all existing and future secured debt, including borrowings under the Credit Agreement to the extent of the collateral securing such debt. In addition, the Credit Agreement and the Existing Indenture permit, and the indenture governing the notes offered hereby will permit, the incurrence of additional debt in certain circumstances, some of which may be secured debt. In the event that we are declared bankrupt, become insolvent or are liquidated or reorganized, creditors whose debt is secured by our and the guarantors' assets will be entitled to the remedies available to secured creditors under applicable laws, including the foreclosure of the collateral securing such debt, before any payment may be made with respect to the notes or the guarantees. As a result, there may be insufficient assets to pay amounts due on the notes, and holders of the notes may receive less, ratably, than holders of secured indebtedness. As of September 30, 2014, the total amount of secured debt and other secured obligations (excluding undrawn letters of credit of \$26.2 million) that we and the guarantors had outstanding was \$1.4 billion, with \$943.3 million of additional revolving loans available to be borrowed under the Credit Agreement.

The parent guarantors of the notes are holding companies with no significant independent operations and no significant assets except capital stock of their respective subsidiaries. As a result, the parent guarantors of the notes would be unable to meet their obligations if we fail to make payment of interest or principal on the notes.

GPHC is a holding company with no independent operations and no significant assets other than the capital stock of GPC. GPHC, therefore, is dependent upon the receipt of dividends or other distributions from GPC to fund any obligations that it incurs, including obligations under our guarantee of the notes. GPC is also a holding company with no independent operations and no significant assets other than capital stock of Graphic Packaging International, Inc. GPC, therefore, is dependent upon the receipt of dividends or other distributions from us to fund any obligations that it incurs, including obligations under our guarantee of the notes. The indenture governing the notes will not, however, permit distributions from us to GPC or GPHC, other than for certain specified purposes as described under Description of the Notes Certain Covenants Limitation on Restricted Payments. The Credit Agreement and the Existing Indenture contain similar or more restrictive provisions. Accordingly, if we should at any time be unable to pay interest on or principal of the notes, it is highly unlikely that GPC or GPHC will be able to distribute the funds necessary to enable GPC or GPHC to meet their obligations under their parent guarantees.

The notes will be structurally subordinated to the existing and future liabilities of certain of our subsidiaries which are not guaranteeing the notes.

The notes offered hereby will not be guaranteed by certain of our immaterial domestic subsidiaries or any of our foreign subsidiaries. As a result, the notes will be structurally subordinated to all existing and future liabilities of such non-guarantor subsidiaries. Our rights and the rights of our creditors to participate in the assets of any non-guarantor subsidiary in the event that such a subsidiary is liquidated or reorganized will be subject to the prior claims of such subsidiary's creditors. As a result, all indebtedness and other liabilities, including trade payables, of our non-guarantor subsidiaries, whether secured or unsecured, must be satisfied before any of the assets of such subsidiaries would be available for distribution, upon a liquidation or otherwise, to us in order for us to meet our obligations with respect to the notes. To the extent that we may be a creditor with recognized claims against any non-guarantor subsidiary, our claims would still be subject to the prior claims of such subsidiary's creditors to the extent that they are secured or senior to those held by us. Subject to restrictions contained in financing arrangements, our non-guarantor subsidiaries may incur additional indebtedness and other liabilities, all of which would rank structurally senior to the notes.

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As of September 30, 2014, our non-guarantor subsidiaries had approximately \$294.1 million of total indebtedness and other liabilities, including trade payables and accrued expenses, all of which ranked structurally senior to the notes. This amount does not include borrowings under the Credit Agreement. In addition, our foreign subsidiaries had additional available borrowings of up to \$100.1 million as of September 30, 2014 under credit facilities used by such subsidiaries, of which approximately \$87 million would also be structurally senior to the notes. For the nine months ended September 30, 2014, after intercompany eliminations, our subsidiaries who will not be guarantors of the notes represented approximately 26% of the Company's net sales, and approximately 18% of our total assets.

Our ability to repurchase the notes upon a change of control may be limited.

We are required under the indenture that will govern the notes offered hereby to make an offer to repurchase the notes and the existing notes upon a change of control (as defined in the Existing Indenture). A change of control (as defined in the Existing Indenture), also would constitute a default under the Credit Agreement. Therefore, upon the occurrence of a change of control, the lenders under the Credit Agreement would have the right to accelerate their loans, and if so accelerated, we would be required to pay all of our outstanding obligations under such facilities. We may not be able to pay you the required price for your notes at that time because we may not have available funds to pay the repurchase price. In addition, the terms of other existing or future debt may prevent us from paying you. There can be no assurance that we would be able to repay such other debt or obtain consents from the holders of such other debt to repurchase these notes. Any requirement to offer to purchase any outstanding notes may result in us having to refinance our outstanding indebtedness, which we may not be able to do. In addition, even if we were able to refinance our outstanding indebtedness, such financing may be on terms unfavorable to us. In addition, certain important corporate events, such as leveraged recapitalizations that would increase the level of our indebtedness, would not constitute a Change of Control under the indenture. See Description of the Notes Change of Control.

Our being subject to certain fraudulent transfer and conveyance statutes may have adverse implications for the holders of the notes.

If, under relevant federal and state fraudulent transfer and conveyance statutes, in a bankruptcy or reorganization case or a lawsuit by or on behalf of our unpaid creditors or the guarantors, a court were to find that, at the time the notes were issued by us or guaranteed by the guarantors:

We issued or the guarantors guaranteed the notes with the intent of hindering, delaying or defrauding current or future creditors, we or the guarantors received less than reasonably equivalent value or fair consideration for issuing or guaranteeing the notes, as applicable; and

We or the guarantors, as the case may be,

were insolvent or were rendered insolvent by reason of the incurrence or guarantee, as applicable, of the indebtedness constituting the notes,

were engaged, or about to engage, in a business or transaction for which our assets constituted unreasonably small capital,

intended to incur, or believed that we would incur, debts beyond our ability to pay as such debts matured, or

were a defendant in an action for money damages, or had a judgment for money damages docketed against us if, in either case, after final judgment the judgment is unsatisfied,

such court could avoid or subordinate the notes and the relevant guarantee to presently existing and future indebtedness of us or the guarantors, as the case may be, and take other action detrimental to the holders of the notes, including, under certain circumstances, invalidating the notes or the guarantees.

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The measure of insolvency for purposes of the foregoing considerations will vary depending upon the law of the jurisdiction that is being applied in any such proceeding. Generally, however, we or any guarantor would be considered insolvent if, at the time we incur or guarantee, as the case may be, the indebtedness constituting the notes, either:

the sum of our debts, including contingent liabilities, is greater than our assets, at a fair valuation; or

the present fair saleable value of our assets is less than the amount required to pay the probable liability on our total existing debts and liabilities, including contingent liabilities, as they become absolute and matured.

We cannot give you any assurance as to what standards a court would use to determine whether we or a guarantor, as the case may be, were solvent at the relevant time, or whether, whatever standard was used, the notes or guarantees would not be avoided on another of the grounds described above.

We believe that at the time the notes are initially issued by us and guaranteed by the guarantors, we and the guarantors will be:

neither insolvent nor rendered insolvent thereby,

in possession of sufficient capital to run our respective businesses effectively,

incurring debts within our respective abilities to pay as the same mature or become due, and

will have sufficient assets to satisfy any probable money judgment against us in any pending action.

In reaching these conclusions, we have relied upon our analysis of cash flow projections, which, among other things, assume that we will in the future realize certain selling prices and volumes and favorable changes in product mix, and estimated values of assets and liabilities. We cannot assure you, however, that a court passing on such questions would reach the same conclusions.

An active trading market may not develop for the notes and you may not be able to resell your notes.

There is currently no public market for the notes. We do not intend to list the notes on any securities exchange or quotation system. We have been informed by the underwriters that they intend to make a market in the notes after this offering is completed. However, they are not obligated to do so and may cease their market-making activities at any time without notice. In addition, such market-making activity will be subject to the limits imposed by the Securities Act and the Exchange Act. In addition, the liquidity of the trading market in the notes and the market price quoted for the notes may be adversely affected by changes in the overall market for debt securities and by changes in our financial performance or in the prospects for companies in our industry generally. As a result, you cannot be certain that an active trading market for the notes will develop or be sustained. If an active trading market for the notes fails to develop or to be sustained, your ability to sell your notes at a particular time or at favorable prices may be reduced.

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USE OF PROCEEDS

We anticipate that the estimated net proceeds from this offering will be \$245,625,000 million after deducting the underwriters' discount and offering expenses.

We will use the net proceeds of this offering, together with cash on hand and/or additional borrowings, to refinance, through a redemption, all \$250.0 million aggregate principal amount of our outstanding 2018 notes at a redemption price equal to 103.938% of the principal amount of the notes redeemed, plus accrued and unpaid interest to, but not including the redemption date, and to pay fees and expenses incurred in connection with this offering and the redemption. Pending redemption of our 2018 notes on the redemption date, we intend to use a portion of the net proceeds from this offering to repay outstanding borrowings under the U.S. Dollar portion of our senior secured revolving credit facility and to re-borrow such amounts under this facility to complete the redemption of our 2018 notes on the redemption date.

This prospectus supplement shall not constitute a notice of redemption, an offer to purchase, a solicitation of an offer to purchase or a solicitation of consent with respect to any security, including our 2018 notes.

Certain affiliates of the Underwriters are lenders and agents under our senior secured revolving credit facility and will receive a portion of the proceeds from the offering. See "Underwriting - Other Relationships."

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The following table sets forth our consolidated cash and cash equivalents and capitalization as of September 30, 2014:

on an actual basis; and

on an as adjusted basis to give effect to the issuance of the notes offered hereby and the use of proceeds therefrom, including the redemption of \$250.0 million aggregate principal amount of the 2018 notes as described in Use of Proceeds.

You should read this table in conjunction with Management's Discussion and Analysis of Financial Condition and Results of Operations and the unaudited consolidated financial statements and the notes thereto, each incorporated by reference into this prospectus supplement from our Form 10-Q for the quarter ended September 30, 2014.

	As of	
	September 30, 2014 Actual	As adjusted
	(in millions)	
Cash and cash equivalents	\$ 55.2	\$ 40.9
Debt:		
Senior secured revolving credit facilities (1)(2)	\$ 227.6	\$ 227.6
Senior secured term loan facilities (2)	1,168.5	1,168.5
New notes offered hereby (3)		250.0
7.875% senior notes due 2018 (4)	247.7	
4.75% senior notes due 2021	425.0	425.0
Other debt (5)	10.4	10.4
Total debt	\$ 2,079.2	\$ 2,081.5
Shareholders' equity	1,098.3	1,089.3
Total capitalization	\$ 3,177.5	\$ 3,170.8

(1) As of September 30, 2014, \$26.2 million of standby letters of credit were issued and \$943.3 million of additional borrowings were available under our senior secured revolving credit facilities.

(2) Does not give effect to the amendment and restatement of our Credit Agreement effective October 2, 2014, pursuant to which we, among other things, added approximately \$250 million of additional borrowing capacity under our senior secured revolving credit facilities and reduced borrowings under our senior secured term loan facility by approximately \$169 million. After giving effect to the amendment and restatement of our Credit Agreement, as of October 2, 2014, we had \$422.1 million of outstanding borrowings under our senior secured revolving credit facilities and \$1,000 million of outstanding borrowings under our senior secured term loan facility.

- (3) Represents the principal amount of the notes offered hereby.
- (4) \$250.0 million face amount.
- (5) Other debt includes \$6.8 million outstanding under our international credit facilities and \$3.6 million of other indebtedness.

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DESCRIPTION OF THE NOTES

The following description of the particular terms of the notes offered hereby supplements the description of the general terms and provisions of the debt securities set forth under the heading "Description of Debt Securities" in the accompanying prospectus. This description replaces the description of the debt securities in the accompanying prospectus, to the extent of any inconsistency. Terms used in this prospectus supplement that are otherwise not defined have the meanings given to them in the accompanying prospectus.

General

The Company will issue the notes offered hereby under an indenture, to be dated as of November 6, 2014, as supplemented by a supplemental indenture, to be dated as of November 6, 2014 (collectively, the "Indenture") among itself, each Guarantor and U.S. Bank National Association, as Trustee (the "Trustee"). The Indenture will define your rights under the Notes. In addition, the Indenture will govern the obligations of the Company under the Notes.

The following is a summary of certain provisions of the Indenture and the Notes. It does not purport to be complete and is subject to, and is qualified in its entirety by reference to, all the provisions of the Indenture, including the definitions of certain terms therein and those terms to be made a part thereof by the Trust Indenture Act of 1939, as amended (the "TIA"). You may request a copy of the Indenture from us at the address provided under "Where You Can Find More Information." The term "Company" and the other capitalized terms defined in "Certain Definitions" below are used in this "Description of the Notes" as so defined.

Brief Description of the Notes and the Guarantees

The Notes and the Guarantees will be:

unsecured Senior Indebtedness of the Company and the Guarantors;

effectively subordinated to all secured Indebtedness of the Company and the Guarantors to the extent of the value of the assets securing such secured Indebtedness and to all Indebtedness and other liabilities (including Trade Payables) of the Company's Subsidiaries (other than Subsidiaries that become Note Guarantors pursuant to the provisions described below under "Subsidiary Guarantees");

pari passu in right of payment with all existing and future Senior Indebtedness of the Company and the Guarantors; and

senior in right of payment to all existing and future Subordinated Obligations of the Company and the Guarantors.

Principal, Maturity and Interest

The Notes will mature on November 15, 2022. Each Note offered hereby will bear interest at a rate of 4.875% per annum. Interest will be payable semiannually in cash to Holders of record at the close of business on the May 1 or November 1 immediately preceding the interest payment date, on May 15 and November 15 of each year, commencing May 15, 2015. Interest will be paid on the basis of a 360-day year consisting of twelve 30-day months.

Additional securities may be issued under the Indenture in one or more series from time to time ("Additional Notes"), subject to the limitations set forth under "Certain Covenants - Limitation on Indebtedness," which will vote as a class with the Notes and otherwise be treated as Notes for purposes of the Indenture. The Notes offered hereby will be issued in an aggregate principal amount of \$250.0 million.

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Principal of, and premium, if any, and interest on, the Notes will be payable, and the Notes may be exchanged or transferred, at the office or agency of the Company in the Borough of Manhattan, The City of New York (which initially shall be the corporate trust office of the Trustee), except that, at the option of the Company, payment of interest may be made by check mailed to the address of the registered Holders as such address appears in the Note Register.

The Notes will be issued only in fully registered form, without coupons, in minimum denominations of \$2,000 and any integral multiples of \$1,000. No service charge will be made for any registration of transfer or exchange of Notes, but the Company may require payment of a sum sufficient to cover any transfer tax or other similar governmental charge payable in connection therewith.

Optional Redemption

The Notes may be redeemed or purchased (by the Company or any other Person) in whole or in part, at the Company's option, prior to August 15, 2022 at a price (the Redemption Price) equal to 100% of the principal amount thereof plus the Applicable Premium as of, and accrued but unpaid interest, if any, to, the date of redemption or purchase (the Redemption Date) (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date). Such redemption or purchase may be made upon notice mailed by first-class mail to each Holder's registered address, not less than 30 nor more than 60 days prior to the Redemption Date. The Company may provide in such notice that payment of the Redemption Price and performance of the Company's obligations with respect to such redemption or purchase may be performed by another Person. Any such redemption, purchase or notice may, at the Company's discretion, be subject to the satisfaction of one or more conditions precedent, including but not limited to the occurrence of a Change of Control.

In addition, at any time and from time to time on or prior to November 15, 2017, the Company at its option may redeem Notes in an aggregate principal amount equal to up to 35% of the original aggregate principal amount of the Notes (including the principal amount of any Additional Notes), with funds in an aggregate amount (the Redemption Amount) not exceeding the aggregate proceeds of one or more Equity Offerings (as defined below) at a redemption price (expressed as a percentage of principal amount thereof) of 104.875%, plus accrued and unpaid interest, if any, to the redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date); *provided, however*, that an aggregate principal amount of Notes equal to at least 65% of the original aggregate principal amount of the Notes (including the principal amount of any Additional Notes) must remain outstanding after each such redemption. Equity Offering means a sale of Capital Stock (x) that is a sale of Capital Stock of the Company (other than Disqualified Stock), or (y) proceeds of which in an amount equal to or exceeding the Redemption Amount are contributed to the Company or any of its Restricted Subsidiaries. The Company may make such redemption upon notice mailed by first-class mail to each Holder's registered address, not less than 30 nor more than 60 days prior to the redemption date (but in no event more than 180 days after the completion of the related Equity Offering). The Company may provide in such notice that payment of the redemption price and performance of the Company's obligations with respect to such redemption may be performed by another Person. Any such notice may be given prior to the completion of the related Equity Offering, and any such redemption or notice may, at the Company's discretion, be subject to the satisfaction of one or more conditions precedent, including but not limited to the completion of the related Equity Offering.

Applicable Premium means, with respect to a Note at any Redemption Date, the greater of (i) 1.00% of the principal amount of such Note and (ii) the excess of (a) the present value at such Redemption Date of (1) the principal amount of such Note plus (2) all required remaining scheduled interest payments due on such Note through such date, computed for such principal and interest using a discount rate equal to the Treasury Rate plus 50 basis points, over (b) the principal amount of such Note on such Redemption Date. Calculation of the Applicable Premium will be made by the Company or on behalf of the Company by such Person as the Company shall designate; *provided* that such calculation shall not be a duty or obligation of the Trustee.

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At any time on or after August 15, 2022, the Company may, in whole at any time or in part from time to time, redeem the Notes (including any Additional Notes) at its option upon not less than 30 nor more the 60 days prior notice mailed by first-class mail to each holder's registered address, at a redemption price equal to 100% of the principal amount thereof plus accrued and unpaid interest, if any, to, the Redemption Date.

Treasury Rate means, with respect to a Redemption Date, the yield to maturity at the time of computation of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H. 15(519) that has become publicly available at least two Business Days prior to such Redemption Date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from such Redemption Date to the maturity date of the Notes; *provided, however*, that if the period from the Redemption Date to such date is not equal to the constant maturity of a United States Treasury security for which a weekly average yield is given, the Treasury Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of United States Treasury securities for which such yields are given, except that if the period from the Redemption Date to such date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year shall be used.

Selection

In the case of any partial redemption, selection of the Notes for redemption will be made by the Trustee on a *pro rata* basis, by lot or by such other method as the Trustee in its sole discretion shall deem to be fair and appropriate, although no Note of \$2,000 in original principal amount or less will be redeemed in part. If any Note is to be redeemed in part only, the notice of redemption relating to such Note shall state the portion of the principal amount thereof to be redeemed. A new Note in principal amount equal to the unredeemed portion thereof will be issued in the name of the Holder thereof upon cancellation of the original Note.

Parent Guarantees

Holding and GPC will, as primary obligors and not merely as sureties, irrevocably and fully and unconditionally Guarantee (the Parent Guarantees, and each of Holding and GPC in such capacity, a Parent Guarantor), on an unsecured senior basis, the punctual payment when due, whether at Stated Maturity, by acceleration or otherwise, of all monetary obligations of the Company under the Indenture and the Notes, whether for principal or interest on the Notes, expenses, indemnification or otherwise (all such obligations guaranteed by each Parent Guarantor being herein called the Parent Guaranteed Obligations). Each Parent Guarantor, pursuant to its Parent Guarantee, will agree to pay, in addition to the amount stated above, any and all reasonable out-of-pocket expenses (including reasonable counsel fees and expenses) incurred by the Trustee or the Holders in enforcing any rights under its Parent Guarantee.

Each Parent Guarantee shall be a continuing Guarantee and shall (i) subject to the next two paragraphs, remain in full force and effect until payment in full of the principal amount of all outstanding Notes (whether by payment at maturity, purchase, redemption, defeasance, retirement or other acquisition) and all other applicable Parent Guaranteed Obligations of the applicable Parent Guarantor then due and owing, (ii) be binding upon such Parent Guarantor and (iii) inure to the benefit of and be enforceable by the Trustee, the Holders and their permitted successors, transferees and assigns.

Each Parent Guarantor will automatically and unconditionally be released from all obligations under its Parent Guarantee, and its Parent Guarantee will thereupon terminate and be discharged and of no further force or effect, (i) upon any merger or consolidation of such Parent Guarantor with and into the Company or the other Parent Guarantor, (ii) upon legal or covenant defeasance of the Company's obligations under, or satisfaction and discharge of, the Indenture, or (iii) subject to customary contingent reinstatement provisions, upon payment in full of the aggregate principal amount of all Notes then outstanding and all other applicable Parent Guaranteed Obligations of such Parent Guarantor then due and owing.

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Upon any such occurrence specified in the preceding paragraph, the Trustee shall execute any documents reasonably required in order to evidence such release, discharge and termination in respect of the applicable Parent Guarantee. Neither the Company nor either Parent Guarantor shall be required to make a notation on the Notes to reflect either Parent Guarantee or any such release, termination or discharge.

Subsidiary Guarantees

The Company will cause each Significant Domestic Subsidiary that guarantees payment by the Company or any Subsidiary of the Company of any Bank Indebtedness of the Company or the Existing Senior Notes due 2021 to execute and deliver to the Trustee a supplemental indenture or other instrument pursuant to which such Subsidiary will guarantee payment of the Notes, whereupon such Subsidiary will become a Subsidiary Guarantor for all purposes under the Indenture. The Company will also have the right to cause any other Subsidiary so to guarantee payment of the Notes. Subsidiary Guarantees will be subject to release and discharge under certain circumstances prior to payment in full of the Notes. See Certain Covenants Future Note Guarantors.

Ranking

The indebtedness evidenced by the Notes will be unsecured Senior Indebtedness of the Company, will rank *pari passu* in right of payment with all existing and future Senior Indebtedness of the Company, including the Existing Senior Notes due 2021, and will be senior in right of payment to all existing and future Subordinated Obligations of the Company. The Notes will also be effectively subordinated to all secured Indebtedness and other liabilities (including Trade Payables) of the Company, including obligations under the Senior Credit Facility, to the extent of the value of the assets securing such Indebtedness, and to all Indebtedness of its Subsidiaries (other than any Subsidiaries that are or become Note Guarantors pursuant to the provisions described above under Subsidiary Guarantees). As of September 30, 2014, after giving pro forma effect to the offering of the Notes and the use of proceeds to redeem the Existing Senior Notes due 2018, the total amount of secured debt that we had outstanding was approximately \$1.4 billion (excluding undrawn letters of credit), with \$943.3 million of additional revolving loans available to be borrowed under the Senior Credit Agreement. These numbers do not give effect to the amendment and restatement of our Senior Credit Agreement effective October 2, 2014. See Capitalization .

Each Note Guarantee in respect of the Notes will be unsecured Senior Indebtedness of the applicable Note Guarantor, will rank *pari passu* in right of payment with all existing and future Senior Indebtedness of such Person and will be senior in right of payment to all existing and future Guarantor Subordinated Obligations of such Person. Such Note Guarantee will also be effectively subordinated to all secured Indebtedness of such Person to the extent of the value of the assets securing such Indebtedness, and to all Indebtedness and other liabilities (including Trade Payables) of the Subsidiaries of such Person (other than any Subsidiaries that become Note Guarantors pursuant to the provisions described above under Subsidiary Guarantees).

A substantial part of the operations of the Company are conducted through its Subsidiaries. Claims of creditors of such Subsidiaries, including trade creditors, and claims of preferred shareholders (if any) of such Subsidiaries will have priority with respect to the assets and earnings of such Subsidiaries over the claims of creditors of the Company, including Holders, unless such Subsidiary is a Subsidiary Guarantor. As of the Issue Date, the Significant Domestic Subsidiaries that have guaranteed payment by the Company of any Bank Indebtedness of the Company will be Subsidiary Guarantors. The Notes, therefore, will be effectively subordinated to creditors (including trade creditors) and preferred shareholders (if any) of Subsidiaries of the Company (other than Subsidiaries, if any, that may become Subsidiary Guarantors in the future with respect to the Notes). Certain of the operations of a Subsidiary Guarantor may be conducted through Subsidiaries thereof that are not also Subsidiary Guarantors. Claims of creditors of such Subsidiaries, including trade creditors, and claims of preferred shareholders (if any) of such Subsidiaries will have priority with respect to the assets and earnings of such Subsidiaries over the claims of creditors of such Subsidiary Guarantor, including claims under its Note Guarantee of the Notes. Such Note Guarantee, if any, therefore, will be effectively subordinated to creditors (including trade creditors) and preferred shareholders (if any) of such Subsidiaries. As of September 30, 2014, our non-guarantor subsidiaries would have had liabilities of approximately \$294.1 million, including

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indebtedness under credit facilities to fund our international subsidiaries and trade payables and accrued expenses, all of which is structurally senior to the Notes. We also have additional available borrowings of up to \$100.1 million under our credit facilities used to fund our international subsidiaries, of which approximately \$87 million would be structurally senior to the Notes. Although the Indenture will limit the incurrence of Indebtedness (including preferred stock) by certain of the Company's Subsidiaries, such limitation will be subject to a number of significant qualifications and exceptions.

Change of Control

Upon the occurrence of a Change of Control (as defined below), each Holder of the Notes will have the right to require the Company to repurchase all or any part of such Holder's Notes at a purchase price in cash equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to the date of repurchase (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date); *provided, however*, that the Company shall not be obligated to repurchase Notes pursuant to this covenant in the event that it has exercised its right to redeem all of the Notes as described under Optional Redemption.

The term "Change of Control" means:

- (i) any person (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), other than one or more Permitted Holders, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the total voting power of the Voting Stock of the Company, *provided* that (x) so long as the Company is a Subsidiary of Holding, no person shall be deemed to be or become a beneficial owner of more than 50% of the total voting power of the Voting Stock of the Company unless such person shall be or become a beneficial owner of more than 50% of the total voting power of the Voting Stock of Holding and (y) any Voting Stock of which any Permitted Holder is the beneficial owner shall not in any case be included in any Voting Stock of which any such person is the beneficial owner;
- (ii) the Company merges or consolidates with or into, or sells or transfers (in one or a series of related transactions) all or substantially all of the assets of the Company and its Restricted Subsidiaries to, another Person (other than one or more Permitted Holders) and any person (as defined in clause (i) above), other than one or more Permitted Holders, Holding or GPC, is or becomes the beneficial owner (as so defined), directly or indirectly, of more than 50% of the total voting power of the Voting Stock of the surviving Person in such merger or consolidation, or the transferee Person in such sale or transfer of assets, as the case may be, *provided* that (x) so long as such surviving or transferee Person is a Subsidiary of a parent Person, no person shall be deemed to be or become a beneficial owner of more than 50% of the total voting power of the Voting Stock of such surviving or transferee Person unless such person shall be or become a beneficial owner of more than 50% of the total voting power of the Voting Stock of such parent Person and (y) any Voting Stock of which any Permitted Holder is the beneficial owner shall not in any case be included in any Voting Stock of which any such person is the beneficial owner; or
- (iii) during any period of two consecutive years (during which period the Company has been a party to the Indenture), individuals who at the beginning of such period were members of the board of directors of the Company or Holding (together with any new members thereof whose election by such board of directors or whose nomination for election by holders of Capital Stock of the Company or Holding was approved by one or more Permitted Holders or by a vote of a majority of the members of such board of directors then still in office who were either members thereof at the beginning of such period or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of such board of directors then in office.

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A recent Delaware court case has implied that the provisions in clause (iii) above may be unenforceable on public policy grounds. No assurances can be given that a court would enforce clause (iii) as written for the benefit of Holders.

In the event that, at the time of such Change of Control, the terms of the Bank Indebtedness restrict or prohibit the repurchase of the Notes pursuant to this covenant, then prior to the mailing of the notice to the Holders provided for in the immediately following paragraph but in any event not later than 30 days following the date the Company obtains actual knowledge of any Change of Control (unless the Company has exercised its right to redeem all the Notes as described under Optional Redemption), the Company shall (i) repay in full all Bank Indebtedness subject to such terms or offer to repay in full all such Bank Indebtedness and repay the Bank Indebtedness of each lender who has accepted such offer or (ii) obtain the requisite consent under the agreements governing the Bank Indebtedness to permit the repurchase of the Notes as provided for in the immediately following paragraph. The Company shall first comply with the provisions of the immediately preceding sentence before it shall be required to repurchase Notes pursuant to the provisions described below. The Company's failure to comply with such provisions or the provisions of the immediately following paragraph shall constitute an Event of Default described in clause (iv) and not in clause (ii) under Defaults below.

Unless the Company has exercised its right to redeem all the Notes as described under Optional Redemption, the Company shall, not later than 30 days following the date the Company obtains actual knowledge of any Change of Control having occurred, mail a notice to each Holder with a copy to the Trustee stating: (i) that a Change of Control has occurred or may occur and that such Holder has, or upon such occurrence will have, the right to require the Company to purchase such Holder's Notes at a purchase price in cash equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to the date of purchase (subject to the right of Holders of record on a record date to receive interest on the relevant interest payment date); (ii) the circumstances and relevant facts and financial information regarding such Change of Control; (iii) the repurchase date (which shall be no earlier than 30 days nor later than 60 days from the date such notice is mailed); (iv) the instructions determined by the Company, consistent with this covenant, that a Holder must follow in order to have its Notes purchased; and (v) if such notice is mailed prior to the occurrence of a Change of Control, that such offer is conditioned on the occurrence of such Change of Control.

The Company will comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with the repurchase of Notes pursuant to this covenant. To the extent that the provisions of any securities laws or regulations conflict with provisions of this covenant, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this covenant by virtue thereof.

The Change of Control purchase feature is a result of negotiations between the Company and the Representatives. The Company has no present plans to engage in a transaction involving a Change of Control, although it is possible that the Company would decide to do so in the future. Subject to the limitations discussed below, the Company could, in the future, enter into certain transactions, including acquisitions, refinancings or recapitalizations, that would not constitute a Change of Control under the Indenture, but that could increase the amount of Indebtedness outstanding at such time or otherwise affect the Company's capital structure or credit ratings. In addition, the definition of Change of Control under the Indenture may not correspond exactly to the definition of change of control (or similar term) under the Company's other indebtedness (including the Existing Notes), and as a result, a change of control offer may be made to holders of all or some of such other indebtedness after a transaction that does not constitute a Change of Control under the Indenture.

The occurrence of a Change of Control would constitute a default under the Senior Credit Agreement. Agreements governing existing or future Indebtedness of the Company may contain prohibitions of certain events that would constitute a Change of Control or require such Indebtedness (including the Existing Notes) to be repurchased or repaid upon a Change of Control. The Senior Credit Agreement prohibits, and the agreements governing future indebtedness of the Company may prohibit, the Company from repurchasing the Notes upon a Change of Control unless the indebtedness governed by the Senior Credit Agreement or the agreements

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governing such future indebtedness, as the case may be, has been repurchased or repaid. Moreover, the exercise by the Holders of their right to require the Company to repurchase the Notes could cause a default under such agreements, even if the Change of Control itself does not, due to the financial effect of such repurchase on the Company. Finally, the Company's ability to pay cash to the Holders upon a repurchase may be limited by the Company's then existing financial resources. There can be no assurance that sufficient funds will be available when necessary to make any required repurchases. As described above under "Optional Redemption," the Company will also have the right to redeem the Notes at specified prices, in whole or in part, upon a Change of Control.

The definition of Change of Control includes a phrase relating to the sale or other transfer of all or substantially all of the Company's assets. Although there is a developing body of case law interpreting the phrase "substantially all," there is no precise definition of the phrase under applicable law. Accordingly, in certain circumstances there may be a degree of uncertainty in ascertaining whether a particular transaction would involve a disposition of all or substantially all of the assets of the Company, and therefore it may be unclear as to whether a Change of Control has occurred and whether the Holders have the right to require the Company to repurchase such Notes.

Changes in Covenants upon a Ratings Event

If on any date following the date of the Indenture, the Company certifies in a notice to the Trustee that:

(1) a Ratings Event has occurred; and

(2) at the time of the giving of such notice, no Default or Event of Default shall have occurred and be continuing, then, beginning on the day such notice is given, the covenants specifically listed under the following captions in this prospectus supplement will be terminated:

(1) Limitation on Indebtedness ;

(2) Limitation on Restricted Payments ;

(3) Limitation on Restrictions on Distributions from Restricted Subsidiaries ;

(4) Limitation on Sales of Assets and Subsidiary Stock ;

(5) Future Note Guarantors ;

(6) Limitation on Transactions with Affiliates ; and

(7) clause (iii) of the covenant described below under the caption "Merger and Consolidation" .

Certain Covenants

The Indenture will contain covenants, including, among others, the covenants described below.

Limitation on Indebtedness. The Indenture will provide as follows:

- (a) The Company will not, and will not permit any Restricted Subsidiary to, Incur any Indebtedness; *provided, however*, that the Company or any Subsidiary Guarantor may Incur Indebtedness if on the date of the Incurrence of such Indebtedness, after giving effect to the Incurrence thereof, the Consolidated Coverage Ratio would be greater than 2.00:1.00.

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- (b) Notwithstanding the foregoing paragraph (a), the Company and its Restricted Subsidiaries may Incur the following Indebtedness:
- (i) Indebtedness Incurred pursuant to any Credit Facility (including but not limited to in respect of letters of credit or bankers' acceptances issued or created thereunder) and Indebtedness of any Foreign Subsidiary Incurred other than under the Senior Credit Facility, and (without limiting the foregoing), in each case, any Refinancing Indebtedness in respect thereof, in a maximum principal amount at any time outstanding not exceeding in the aggregate the amount equal to (A) \$2,300 million, plus (B) the Borrowing Base minus (C) the aggregate principal amount of Indebtedness Incurred by a Receivables Subsidiary and then outstanding pursuant to clause (ix) of this paragraph at such time plus (D) in the case of any refinancing of any Credit Facility or any portion thereof, the aggregate amount of fees, underwriting discounts, premiums and other costs and expenses incurred in connection with such refinancing;
 - (ii) Indebtedness (A) of any Restricted Subsidiary to the Company or (B) of the Company or any Restricted Subsidiary to any Restricted Subsidiary; *provided* that any subsequent issuance or transfer of any Capital Stock of such Restricted Subsidiary to which such Indebtedness is owed, or other event, that results in such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any other subsequent transfer of such Indebtedness (except to the Company or a Restricted Subsidiary) will be deemed, in each case, an Incurrence of such Indebtedness by the issuer thereof not permitted by this clause (ii);
 - (iii) Indebtedness represented by the Notes (other than Additional Notes), the Existing Notes, any other Indebtedness (other than the Indebtedness described in clauses (i) or (ii) above) outstanding on the Issue Date and any Refinancing Indebtedness Incurred in respect of any Indebtedness described in this clause (iii) or paragraph (a) above;
 - (iv) Purchase Money Obligations and Capitalized Lease Obligations, and any Refinancing Indebtedness with respect thereto, in an aggregate principal amount at any time outstanding not exceeding an amount equal to 10% of Consolidated Tangible Assets;
 - (v) Indebtedness consisting of accommodation guarantees for the benefit of trade creditors of the Company or any of its Restricted Subsidiaries, or represented by Guarantees consisting of contracts for the purchase of wood chips in the ordinary course of business;
 - (vi) (A) Guarantees by the Company or any Restricted Subsidiary of Indebtedness or any other obligation or liability of the Company or any Restricted Subsidiary (other than any Indebtedness Incurred by the Company or such Restricted Subsidiary, as the case may be, in violation of the covenant described under Limitation on Indebtedness), or (B) without limiting the covenant described under Limitation on Liens, Indebtedness of the Company or any Restricted Subsidiary arising by reason of any Lien granted by or applicable to such Person securing Indebtedness of the Company or any Restricted Subsidiary (other than any Indebtedness Incurred by the Company or such Restricted Subsidiary, as the case may be, in violation of the covenant described under Limitation on Indebtedness);

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- (vii) Indebtedness of the Company or any Restricted Subsidiary (A) arising from the honoring of a check, draft or similar instrument of such Person drawn against insufficient funds, *provided* that such Indebtedness is extinguished within five Business Days of its Incurrence, or (B) consisting of guarantees, indemnities, obligations in respect of earnouts or other purchase price adjustments, or similar obligations, Incurred in connection with the acquisition or disposition of any business, assets or Person;

 - (viii) Indebtedness of the Company or any Restricted Subsidiary in respect of (A) letters of credit, bankers acceptances or other similar instruments or obligations issued, or relating to liabilities or obligations incurred, in the ordinary course of business (including those issued to governmental entities in connection with self-insurance under applicable workers' compensation statutes), or (B) completion guarantees, surety, judgment, appeal or performance bonds, or other similar bonds, instruments or obligations, provided, or relating to liabilities or obligations incurred, in the ordinary course of business, or (C) Hedging Obligations, entered into for bona fide hedging purposes in the ordinary course of business, or (D) Management Guarantees, or (E) the financing of insurance premiums in the ordinary course of business;

 - (ix) Indebtedness of a Receivables Subsidiary secured by a Lien on all or part of the assets disposed of in, or otherwise Incurred in connection with, a Financing Disposition;

 - (x) Indebtedness of any Person that is assumed by the Company or any Restricted Subsidiary in connection with its acquisition of assets from such Person or any Affiliate thereof or is issued and outstanding on or prior to the date on which such Person was acquired by the Company or any Restricted Subsidiary or merged or Consolidated with or into any Restricted Subsidiary (other than Indebtedness Incurred to finance, or otherwise Incurred in connection with, such acquisition), *provided* that on the date of such acquisition, merger or consolidation, after giving effect thereto, the Company could Incur at least \$1.00 of additional Indebtedness pursuant to paragraph (a) above; and any Refinancing Indebtedness with respect to any such Indebtedness;

 - (xi) Indebtedness of any Foreign Subsidiary in an aggregate principal amount at any time outstanding not exceeding an amount equal to the sum (determined as of the end of the most recently ended fiscal quarter for which consolidated financial statements of the Company are available) of (A) 90% of Receivables of all Foreign Subsidiaries plus (B) 75% of Inventory of all Foreign Subsidiaries plus (C) \$200 million; and

 - (xii) Indebtedness of the Company or any Restricted Subsidiary in an aggregate principal amount at any time outstanding not exceeding an amount equal to 5% of Consolidated Tangible Assets.
- (c) For purposes of determining compliance with, and the outstanding principal amount of any particular Indebtedness Incurred pursuant to and in compliance with, this covenant, (i) any other obligation of the obligor on such Indebtedness (or of any other Person who could have Incurred such Indebtedness under this covenant) arising under any Guarantee, Lien or letter of credit, bankers' acceptance or other similar instrument or obligation supporting such Indebtedness shall be disregarded to the extent that such Guarantee, Lien or letter of credit, bankers' acceptance or other similar instrument or obligation secures the principal

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amount of such Indebtedness; (ii) in the event that Indebtedness meets the criteria of more than one of the types of Indebtedness described in paragraph (b) above, the Company, in its sole discretion, shall classify such item of Indebtedness and may include the amount and type of such Indebtedness in one or more of such clauses; and (iii) the amount of Indebtedness issued at a price that is less than the principal amount thereof shall be equal to the amount of the liability in respect thereof determined in accordance with GAAP.

- (d) For purposes of determining compliance with any Dollar-denominated restriction on the Incurrence of Indebtedness denominated in a foreign currency, the Dollar-equivalent principal amount of such Indebtedness Incurred pursuant thereto shall be calculated based on the relevant currency exchange rate in effect on the date that such Indebtedness was Incurred, in the case of term Indebtedness, or first committed, in the case of revolving credit Indebtedness, *provided* that (x) the Dollar-equivalent principal amount of any such Indebtedness outstanding on the Issue Date shall be calculated based on the relevant currency exchange rate in effect on the Issue Date, (y) if such Indebtedness is Incurred to refinance other Indebtedness denominated in a foreign currency, and such refinancing would cause the applicable Dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such Dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced and (z) the Dollar-equivalent principal amount of Indebtedness denominated in a foreign currency and Incurred pursuant to the Senior Credit Facility shall be calculated based on the relevant currency exchange rate in effect on, at the Company's option, (i) the Issue Date, (ii) any date on which any of the respective commitments under the Senior Credit Facility shall be reallocated between or among facilities or subfacilities thereunder, or on which such rate is otherwise calculated for any purpose thereunder, or (iii) the date of such Incurrence. The principal amount of any Indebtedness Incurred to refinance other Indebtedness, if Incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such respective Indebtedness is denominated that is in effect on the date of such refinancing.

Limitation on Restricted Payments. The Indenture will provide as follows:

- (a) The Company shall not, and shall not permit any Restricted Subsidiary, directly or indirectly, to (i) declare or pay any dividend or make any distribution on or in respect of its Capital Stock (including any such payment in connection with any merger or consolidation to which the Company is a party) except (x) dividends or distributions payable solely in its Capital Stock (other than Disqualified Stock) and (y) dividends or distributions payable to the Company or any Restricted Subsidiary (and, in the case of any such Restricted Subsidiary making such dividend or distribution, to other holders of its Capital Stock on no more than a pro rata basis, measured by value), (ii) purchase, redeem, retire or otherwise acquire for value any Capital Stock of the Company held by Persons other than the Company or a Restricted Subsidiary or (iii) make any Investment in any Subsidiary designated (or to be designated in connection with such Investment) as an Unrestricted Subsidiary (any such dividend, distribution, purchase, redemption, repurchase, defeasance or other acquisition or retirement or Investment being herein referred to as a Restricted Payment), if at the time the Company or such Restricted Subsidiary makes such Restricted Payment and after giving effect thereto:
- (i) a Default shall have occurred and be continuing (or would result therefrom);
 - (ii) the Company could not Incur at least an additional \$1.00 of Indebtedness pursuant to paragraph (a) of the covenant described under *Limitation on Indebtedness*; or

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- (iii) the aggregate amount of such Restricted Payment and all other Restricted Payments (the amount so expended, if other than in cash, to be as determined in good faith by the Board of Directors, whose determination shall be conclusive and evidenced by a resolution of the Board of Directors) declared or made subsequent to the Issue Date and then outstanding would exceed, without duplication, the sum of:
 - (A) 50% of the Consolidated Net Income accrued during the period (treated as one accounting period) beginning on July 1, 2012 to the end of the most recent fiscal quarter ending prior to the date of such Restricted Payment for which consolidated financial statements of the Company are available (or, in case such Consolidated Net Income shall be a negative number, 100% of such negative number);
 - (B) the aggregate Net Cash Proceeds and the fair value (as determined in good faith by the Board of Directors) of property or assets received (x) by the Company as capital contributions to the Company after the Issue Date or from the issuance or sale (other than to a Restricted Subsidiary) of its Capital Stock (other than Disqualified Stock) after the Issue Date (other than Excluded Contributions) or (y) by the Company or any Restricted Subsidiary from the issuance and sale by the Company or any Restricted Subsidiary after the Issue Date of Indebtedness that shall have been converted into or exchanged for Capital Stock of the Company (other than Disqualified Stock), plus the amount of any cash and the fair value (as determined in good faith by the Board of Directors) of any property or assets received by the Company or any Restricted Subsidiary upon such conversion or exchange; and
 - (C) the aggregate amount equal to the net reduction in Investments in Unrestricted Subsidiaries resulting from (x) dividends, distributions, interest payments, return of capital, repayments of Investments or other transfers of assets to the Company or any Restricted Subsidiary from any Unrestricted Subsidiary, or (y) the redesignation of any Unrestricted Subsidiary as a Restricted Subsidiary (valued in each case as provided in the definition of Investment), not to exceed in the case of any such Unrestricted Subsidiary the aggregate amount of Investments made by the Company or any Restricted Subsidiary in such Unrestricted Subsidiary after the Issue Date.

As of September 30, 2014, the aggregate amount of Restricted Payments the Company may make under this paragraph (a) equals \$377.5 million.

- (b) The provisions of the foregoing paragraph (a) will not prohibit any of the following (each, a Permitted Payment):
 - (i) any purchase, redemption, repurchase, or other acquisition or retirement of Capital Stock of the Company made by exchange (including any such exchange pursuant to the exercise of a conversion right or privilege in connection with which cash is paid in lieu of the issuance of fractional shares) for, or out of the proceeds of the substantially concurrent issuance or sale of, Capital Stock of the Company (other than Disqualified Stock and other than Capital Stock issued or sold to a Subsidiary) or substantially concurrent capital contribution to the Company, in each case other than Excluded Contributions; provided, that the Net Cash Proceeds

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from such issuance, sale or capital contribution shall be excluded in subsequent calculations under clause (iii)(B) of the preceding paragraph;

- (ii) dividends paid within 60 days after the date of declaration thereof if at such date of declaration such dividend would have complied with the preceding paragraph (a);
- (iii) Restricted Payments in an aggregate amount outstanding at any time not to exceed the amount of Excluded Contributions;
- (iv) loans, advances, dividends or distributions by the Company to Holding or GPC to permit Holding to repurchase or otherwise acquire its Capital Stock (including any options, warrants or other rights in respect thereof), or payments by the Company to repurchase or otherwise acquire Capital Stock of Holding or the Company (including any options, warrants or other rights in respect thereof), in each case from Management Investors, such payments, loans, advances, dividends or distributions not to exceed since the Issue Date an amount (net of repayments of any such loans or advances) equal to (1) \$20.0 million, plus (2) \$5.0 million multiplied by the number of calendar years that have commenced since the Issue Date, plus the Net Cash Proceeds received by the Company since the Issue Date from, or as a capital contribution from, the issuance or sale to Management Investors of Capital Stock (including any options, warrants or other rights in respect thereof), to the extent such Net Cash Proceeds are not included in any calculation under clause (iii)(B)(x) of the preceding paragraph (a);
- (v) the payment by the Company of, or loans, advances, dividends or distributions by the Company to GPC or Holding to pay, dividends on the common stock or equity of the Company, GPC or Holding following a public offering of such common stock or equity in an amount not to exceed in any fiscal year 6% of the aggregate gross proceeds received by the Company, GPC or Holding in or from such public offering;
- (vi) other Restricted Payments since the Issue Date not to exceed \$200.0 million;
- (vii) loans, advances, dividends or distributions to Holding or GPC or other payments by the Company or any Restricted Subsidiary to pay or permit Holding or GPC to pay any Holding Expenses or any Related Taxes;
- (viii) payments by the Company, or loans, advances, dividends or distributions by the Company to Holding to make payments, to holders of Capital Stock of the Company or Holding in lieu of issuance of fractional shares of such Capital Stock, not to exceed \$100,000 since the Issue Date;
- (ix) dividends or other distributions of Capital Stock, Indebtedness or other securities of Unrestricted Subsidiaries;
- (x) Restricted Payments in the form of Investments in Unrestricted Subsidiaries if, at the time of the making of such Investment, and after giving pro forma effect to any designation of any Subsidiary as an Unrestricted Subsidiary related to such Investment, the aggregate amount of all Investments in all Subsidiaries that are designated as Unrestricted Subsidiaries does not exceed 2.5% of consolidated total assets of the Company as reflected on the most recent balance sheet of the Company;

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- (xi) in addition to the Restricted Payments permitted by the preceding clauses (i) through (x), other Restricted Payments since the Issue Date not to exceed \$100.0 million, in each case so long as, at the time of and after giving effect to the making of such Restricted Payment and the consummation of all other related transactions, the Consolidated Total Leverage Ratio would not exceed 3.75:1.00;
- (xii) in addition to the Restricted Payments permitted by the preceding clauses (i) through (xi), other Restricted Payments since the Issue Date not to exceed \$100.0 million, in each case so long as, at the time of and after giving effect to the making of such Restricted Payment and the consummation of all other related transactions, the Consolidated Total Leverage Ratio would not exceed 3.50:1.00; and
- (xiii) in addition to the Restricted Payments permitted by the preceding clauses (i) through (xii), other Restricted Payments in an unlimited amount, in each case so long as, at the time of and after giving effect to the making of such Restricted Payment and the consummation of all other related transactions, the Consolidated Total Leverage Ratio would not exceed 3.25:1.00;

provided that (A) in the case of clauses (ii), (v) and (viii), the net amount of any such Permitted Payment shall be included in subsequent calculations of the amount of Restricted Payments, (B) in the case of clause (iv), at the time of any calculation of the amount of Restricted Payments, the net amount of Permitted Payments that have then actually been made since the Issue Date under clause (iv) that is in excess of 50% of the total amount of Permitted Payments then permitted under clause (iv) shall be included in such calculation of the amount of Restricted Payments, (C) in all cases other than pursuant to clauses (A) and (B) immediately above, the net amount of any such Permitted Payment shall be excluded in subsequent calculations of the amount of Restricted Payments and (D) solely with respect to clauses (vi), (xi), (xii) and (xiii), no Default or Event of Default shall have occurred or be continuing at the time of any such Permitted Payment after giving effect thereto.

Limitation on Restrictions on Distributions from Restricted Subsidiaries. The Indenture will provide that the Company will not, and will not permit any Restricted Subsidiary to, create or otherwise cause to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to (i) pay dividends or make any other distributions on its Capital Stock or pay any Indebtedness or other obligations owed to the Company, (ii) make any loans or advances to the Company or (iii) transfer any of its property or assets to the Company, except any encumbrance or restriction:

- (a) pursuant to an agreement or instrument in effect at or entered into on the Issue Date, any Credit Facility, the Existing Indenture, the Existing Notes, the Indenture or the Notes;
- (b) pursuant to any agreement or instrument of a Person, or relating to Indebtedness or Capital Stock of a Person, which Person is acquired by or merged or consolidated with or into the Company or any Restricted Subsidiary, or which agreement or instrument is assumed by the Company or any Restricted Subsidiary in connection with an acquisition of assets from such Person, as in effect at the time of such acquisition, merger or consolidation (except to the extent that such Indebtedness was incurred to finance, or otherwise in connection with, such acquisition, merger or consolidation); *provided* that for purposes of this clause (b), if another Person is the Successor Company, any Subsidiary thereof or agreement or instrument of such Person or any such Subsidiary shall be deemed acquired or assumed, as the case may be, by the Company or a Restricted Subsidiary, as the case may be, when such Person becomes the Successor Company;
- (c) pursuant to an agreement or instrument (a Refinancing Agreement) effecting a refinancing of Indebtedness Incurred pursuant to, or that otherwise extends, renews,

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refunds, refinances or replaces, an agreement or instrument referred to in clause (a) or (b) of this covenant or this clause (c) (an Initial Agreement) or contained in any amendment, supplement or other modification to an Initial Agreement (an Amendment); *provided, however*, that the encumbrances and restrictions contained in any such Refinancing Agreement or Amendment are not materially less favorable to the Holders of the Notes taken as a whole than encumbrances and restrictions contained in the Initial Agreement or Initial Agreements to which such Refinancing Agreement or Amendment relates (as determined in good faith by the Company);

- (d) (A) that restricts in a customary manner the subletting, assignment or transfer of any property or asset that is subject to a lease, license or similar contract, or the assignment or transfer of any lease, license or other contract, (B) by virtue of any transfer of, agreement to transfer, option or right with respect to, or Lien on, any property or assets of the Company or any Restricted Subsidiary not otherwise prohibited by the Indenture, (C) contained in mortgages, pledges or other security agreements securing Indebtedness of a Restricted Subsidiary to the extent restricting the transfer of the property or assets subject thereto, (D) pursuant to customary provisions restricting dispositions of real property interests set forth in any reciprocal easement agreements of the Company or any Restricted Subsidiary, (E) pursuant to Purchase Money Obligations that impose encumbrances or restrictions on the property or assets so acquired, (F) on cash or other deposits or net worth imposed by customers under agreements entered into in the ordinary course of business, (G) pursuant to customary provisions contained in agreements and instruments entered into in the ordinary course of business (including but not limited to leases and joint venture and other similar agreements entered into in the ordinary course of business), (H) that arises or is agreed to in the ordinary course of business and does not detract from the value of property or assets of the Company or any Restricted Subsidiary in any manner material to the Company or such Restricted Subsidiary or (I) pursuant to Hedging Obligations;

- (e) with respect to a Restricted Subsidiary (or any of its property or assets) imposed pursuant to an agreement entered into for the direct or indirect sale or disposition of all or substantially all the Capital Stock or assets of such Restricted Subsidiary (or the property or assets that are subject to such restriction) pending the closing of such sale or disposition;

- (f) by reason of any applicable law, rule, regulation or order, or required by any regulatory authority having jurisdiction over the Company or any Restricted Subsidiary or any of their businesses; or

- (g) pursuant to an agreement or instrument (A) relating to any Indebtedness permitted to be Incurred subsequent to the Issue Date pursuant to the provisions of the covenant described under Limitation on Indebtedness (i) if the encumbrances and restrictions contained in any such agreement or instrument taken as a whole are not materially less favorable to the Holders of the Notes than the encumbrances and restrictions contained in the Initial Agreements (as determined in good faith by the Company), or (ii) if such encumbrance or restriction is not materially more disadvantageous to the Holders of the Notes than is customary in comparable financings (as determined in good faith by the Company) and either (x) the Company determines that such encumbrance or restriction will not materially affect the Company's ability to make principal or interest payments on the Notes or (y) such encumbrance or restriction applies only if a default occurs in respect of a payment or financial covenant relating to such Indebtedness, (B) relating to any sale of receivables by a Foreign Subsidiary, (C) relating to Indebtedness of or a Financing Disposition to or by any Receivables Entity or (D) relating to Indebtedness of a Foreign Subsidiary.

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Limitation on Sales of Assets and Subsidiary Stock. The Indenture will provide as follows:

- (a) The Company will not, and will not permit any Restricted Subsidiary to, make any Asset Disposition unless:
- (i) the Company or such Restricted Subsidiary receives consideration (including by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise) at the time of such Asset Disposition at least equal to the fair market value of the shares and assets subject to such Asset Disposition, as such fair market value may be determined (and shall be determined, to the extent such Asset Disposition or any series of related Asset Dispositions involves aggregate consideration in excess of \$50.0 million) in good faith by the Board of Directors, whose determination shall be conclusive (including as to the value of all noncash consideration),
 - (ii) in the case of any Asset Disposition (or series of related Asset Dispositions) having a fair market value of \$50.0 million or more, at least 75% of the consideration therefor (excluding, in the case of an Asset Disposition (or series of related Asset Dispositions), any consideration by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise, that are not Indebtedness) received by the Company or such Restricted Subsidiary is in the form of cash, and
 - (iii) an amount equal to 100% of the Net Available Cash from such Asset Disposition is applied by the Company (or any Restricted Subsidiary, as the case may be) as follows:
 - (A) *first*, either (x) to the extent the Company elects (or is required by the terms of any Bank Indebtedness, any Senior Indebtedness of the Company or any Note Guarantor, or any Indebtedness of a Restricted Subsidiary that is not a Note Guarantor), to prepay, repay or purchase any such Indebtedness (in each case other than Indebtedness owed to the Company or a Restricted Subsidiary) within 365 days after the later of the date of such Asset Disposition and the date of receipt of such Net Available Cash, or (y) to the extent the Company or such Restricted Subsidiary elects, to reinvest in Additional Assets (including by means of an investment in Additional Assets by a Restricted Subsidiary with Net Available Cash received by the Company or another Restricted Subsidiary) within 365 days from the later of the date of such Asset Disposition and the date of receipt of such Net Available Cash, or, if such reinvestment in Additional Assets is a project authorized by the Board of Directors that will take longer than such 365 days to complete, the period of time necessary to complete such project;
 - (B) *second*, to the extent of the balance of such Net Available Cash after application in accordance with clause (A) above (such balance, the Excess Proceeds), to make an offer to purchase Notes and (to the extent the Company or such Restricted Subsidiary elects, or is required by the terms thereof) to purchase, redeem or repay any other Senior Indebtedness of the Company or a Restricted Subsidiary, pursuant and subject to the conditions of the Indenture and the agreements governing such other Indebtedness; and

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(C) *third*, to the extent of the balance of such Net Available Cash after application in accordance with clauses (A) and (B) above, to fund (to the extent consistent with any other applicable provision of the Indenture) any general corporate purpose (including but not limited to the repurchase, repayment or other acquisition or retirement of any Subordinated Obligations); *provided, however*, that in connection with any prepayment, repayment or purchase of Indebtedness pursuant to clause (A)(x) or (B) above, the Company or such Restricted Subsidiary will retire such Indebtedness and will cause the related loan commitment (if any) to be permanently reduced in an amount equal to the principal amount so prepaid, repaid or purchased.

Notwithstanding the foregoing provisions of this covenant, the Company and the Restricted Subsidiaries shall not be required to apply any Net Available Cash in accordance with this covenant except to the extent that the aggregate Net Available Cash from all Asset Dispositions that is not applied in accordance with this covenant exceeds \$50.0 million. If the aggregate principal amount of Notes and other Indebtedness of the Company or a Restricted Subsidiary validly tendered and not withdrawn (or otherwise subject to purchase, redemption or repayment) in connection with an offer pursuant to clause (iii)(B) above exceeds the Excess Proceeds, the Excess Proceeds will be apportioned between such Notes and such other Indebtedness of the Company or a Restricted Subsidiary, with the portion of the Excess Proceeds payable in respect of such Notes to equal the lesser of (x) the Excess Proceeds amount multiplied by a fraction, the numerator of which is the outstanding principal amount of such Notes and the denominator of which is the sum of the outstanding principal amount of the Notes and the outstanding principal amount of the relevant other Indebtedness of the Company or a Restricted Subsidiary, and (y) the aggregate principal amount of Notes validly tendered and not withdrawn.

For the purposes of clause (ii) of paragraph (a) above, the following are deemed to be cash: (1) Temporary Cash Investments and Cash Equivalents, (2) the assumption of Indebtedness of the Company (other than Disqualified Stock of the Company) or any Restricted Subsidiary and the release of the Company or such Restricted Subsidiary from all liability on payment of the principal amount of such Indebtedness in connection with such Asset Disposition, (3) Indebtedness of any Restricted Subsidiary that is no longer a Restricted Subsidiary as a result of such Asset Disposition, to the extent that the Company and each other Restricted Subsidiary are released from any Guarantee of payment of the principal amount of such Indebtedness in connection with such Asset Disposition, (4) securities received by the Company or any Restricted Subsidiary from the transferee that are converted by the Company or such Restricted Subsidiary into cash within 180 days, (5) consideration consisting of Indebtedness of the Company or any Restricted Subsidiary and (6) any Designated Noncash Consideration received by the Company or any of its Restricted Subsidiaries in an Asset Disposition having an aggregate Fair Market Value, taken together with all other Designated Noncash Consideration received pursuant to this clause, not to exceed an aggregate amount at any time outstanding equal to 3% of Consolidated Tangible Assets (with the Fair Market Value of each item of Designated Noncash Consideration being measured at the time received and without giving effect to subsequent changes in value).

- (b) In the event of an Asset Disposition that requires the purchase of Notes pursuant to clause (iii)(B) of paragraph (a) above, the Company will be required to purchase Notes tendered pursuant to an offer by the Company for the Notes (the Offer) at a purchase price of 100% of their principal amount p