

New Giant CORP
Form S-4
August 31, 2007

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As filed with the Securities and Exchange Commission on August 31, 2007

Registration No. 333-

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

FORM S-4
REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

NEW GIANT CORPORATION

(Exact name of registrant as specified in its charter)

Delaware

*(State or other jurisdiction of
incorporation or organization)*

2361

*(Primary Standard Industrial
Classification Code Number)*

26-0405422

*(I.R.S. Employer
Identification Number)*

**814 Livingston Court
Marietta, Georgia 30067
(770) 644-3000**

*(Address, including zip code, and telephone number,
including area code, of registrant's principal executive offices)*

**Stephen A. Hellrung, Esq.
Senior Vice President, General Counsel and Secretary
814 Livingston Court
Marietta, Georgia 30067
(770) 644-3000**

*(Name, address, including zip code, and telephone number,
including area code, of agent for service)*

Copies to:

**William Scott Ortwein, Esq.
Justin R. Howard, Esq.**

**David J. Sorkin, Esq.
Andrew W. Smith, Esq.**

Alston & Bird LLP
1201 West Peachtree Street
Atlanta, Georgia 30309
(404) 881-7000

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
(212) 455-2000

Approximate date of commencement of proposed sale of the securities to the public: As soon as practicable after this registration statement becomes effective.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Stock, par value of \$0.01 per share	230,297,656(1)	\$4.73(2)	\$1,089,307,913(3)	\$33,442(4)

(1) Represents the maximum number of shares of the common stock of New Giant Corporation (New Graphic) estimated to be issuable upon the completion of the transactions (as defined in the accompanying prospectus) in respect of the shares of Graphic Packaging Corporation (Graphic) common stock. Pursuant to the transaction agreement (as defined in the accompanying prospectus), each share of Graphic common stock outstanding at the effective time of the merger will be exchanged for one share of the common stock of New Graphic.

(2) Pursuant to Rules 457(c) and 457(f)(1) under the Securities Act of 1933, as amended, the registration fee for the shares of the common stock of New Graphic to be issued in respect of the shares of Graphic common stock is

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based on (i) the average of the high and low sales prices of Graphic common stock, as reported on the New York Stock Exchange on August 28, 2007, of \$4.73 per share and (ii) the estimated maximum number of shares of the common stock of Graphic that may be exchanged for the common stock of New Graphic being registered, including the shares of Graphic common stock reserved for issuance pursuant to Graphic's incentive plans as of August 28, 2007.

- (3) Estimated solely for purposes of calculating the registration fee pursuant to Rule 457(f)(1) and Rule 457(f)(2) of the Securities Act of 1933, as amended, based on the product of the estimated maximum number of shares of New Graphic common stock to be registered in respect of shares of Graphic common stock multiplied by the proposed maximum offering price per share calculated as described in (2) above.
 - (4) Calculated by multiplying .0000307 by the proposed maximum aggregate offering price.
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The information in this preliminary proxy statement/prospectus is not complete and may be changed. These securities may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary proxy statement/prospectus is not an offer to sell these securities, and it is not soliciting an offer to buy these securities, in any state or jurisdiction where the offer or sale is not permitted.

PRELIMINARY COPY SUBJECT TO COMPLETION, DATED [1], 2007

BUSINESS COMBINATION PROPOSED YOUR VOTE IS IMPORTANT

To our stockholders:

I am pleased to invite you to attend the special meeting of stockholders of Graphic Packaging Corporation (Graphic) to be held on [1], [1], 2007 at 10:00 a.m., local time at the offices of Alston & Bird LLP, Atlantic Center Plaza, 1180 West Peachtree Street, 15th Floor, Atlanta, Georgia 30309. At the special meeting, you will be asked to consider and vote on (1) a proposal to adopt the transaction agreement and agreement and plan of merger, dated as of July 9, 2007, that Graphic and certain of its affiliates entered into with Bluegrass Container Holdings, LLC (BCH), the company that holds all of the equity interests of Altivity Packaging, LLC (Altivity), and BCH 's equity holders, which provides for the combination of the businesses of Graphic and Altivity, (2) a proposal to approve provisions in New Giant Corporation 's restated certificate of incorporation authorizing 1.1 billion shares of capital stock, including 1 billion shares of common stock and 100 million shares of preferred stock, and (3) any proposal by Graphic to adjourn or postpone the special meeting, if determined to be necessary.

If the transactions contemplated by the transaction agreement are completed, you will receive one share of common stock of a new company, currently named New Giant Corporation, which we refer to as New Graphic, for each share of Graphic common stock that you held immediately prior to the effective time of the merger. New Graphic will also issue shares of its common stock to BCH 's current equity holders such that upon the completion of these transactions, BCH 's current equity holders will own approximately 40.6% of New Graphic common stock, and holders of Graphic common stock immediately prior to the effective time will own approximately 59.4% of New Graphic common stock, each calculated on a fully diluted basis. In connection with these transactions, New Graphic will be renamed Graphic Packaging Holding Company, and its common stock will be listed on the New York Stock Exchange under the symbol GPK, which is the symbol under which Graphic common stock is currently traded on the NYSE.

The board of directors of Graphic has unanimously approved the transaction agreement and the transactions and has determined that the transactions are advisable and in the best interests of Graphic and its stockholders.

This proxy statement/prospectus describes these transactions and provides specific information concerning the special meeting. We encourage you to read this entire document carefully.

Sincerely,

David W. Scheible
President and Chief Executive Officer

For a discussion of certain risk factors that you should consider in evaluating the transactions contemplated by the transaction agreement and an investment in New Graphic common stock, see Risk Factors beginning on

page 20.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the securities to be issued in connection with the transactions or passed on the adequacy or accuracy of this proxy statement/prospectus. Any representation to the contrary is a criminal offense.

We may amend or supplement this proxy statement/prospectus from time to time by filing amendments or supplements as required.

This proxy statement/prospectus is dated [1], 2007, and is first being mailed to Graphic stockholders on or about [1], 2007.

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GRAPHIC PACKAGING CORPORATION

**NOTICE OF SPECIAL MEETING OF STOCKHOLDERS
TO BE HELD [1], 2007**

To our stockholders:

Graphic Packaging Corporation (Graphic) will hold a special meeting of its stockholders on [1], 2007 at 10:00 a.m., local time, at the offices of Alston & Bird LLP, Atlantic Center Plaza, 1180 West Peachtree Street, 15th Floor, Atlanta, Georgia 30309, for the following purposes:

1. To vote on a proposal to adopt the transaction agreement and agreement and plan of merger, dated as of July 9, 2007, by and among Graphic, Bluegrass Container Holdings, LLC (BCH), TPG Bluegrass IV, L.P., TPG Bluegrass IV-AIV 2, L.P., TPG Bluegrass V, L.P., TPG Bluegrass V-AIV 2, L.P., Field Holdings, Inc., TPG FOF V-A, L.P., TPG FOF V-B, L.P., BCH Management, LLC, (collectively with TPG Bluegrass IV, L.P., TPG Bluegrass IV-AIV 2, L.P., TPG Bluegrass V, L.P., TPG Bluegrass V-AIV 2, L.P., Field Holdings, Inc., TPG FOF V-A, L.P., TPG FOF V-B, L.P. and any transferees of their interests in BCH, the Sellers), New Giant Corporation (New Graphic) and Giant Merger Sub, Inc. (Merger Sub) and to approve the transactions contemplated by such transaction agreement. The transaction agreement contemplates, among other transactions, that:

Merger Sub, a new, wholly-owned subsidiary of New Graphic, will merge with and into Graphic, as a result of which Graphic will become a wholly-owned subsidiary of New Graphic (the merger);

each share of Graphic common stock outstanding immediately prior to the merger will be converted into the right to receive one share of the common stock of New Graphic pursuant to the merger; and

immediately after the merger, the Sellers will transfer all of their equity interests in BCH, the company that holds all of the equity interests in Altivity Packaging, LLC, to New Graphic in exchange for shares of common stock of New Graphic (the exchange, and together with the merger, the transactions).

2. To vote on a proposal to approve provisions in New Graphic s restated certificate of incorporation authorizing 1.1 billion shares of capital stock, including 1 billion shares of common stock and 100 million shares of preferred stock. THIS PROVISION WILL ONLY BE IMPLEMENTED IF PROPOSAL 1 IS ALSO APPROVED.

3. To vote upon any proposal by Graphic to adjourn or postpone the special meeting, if determined to be necessary.

A copy of the transaction agreement is attached to this proxy statement/prospectus as Annex A. The certificate of incorporation and by-laws of New Graphic to be in effect following the merger are set forth as Annex B and Annex C, respectively, to this proxy statement/prospectus.

The board of directors of Graphic has unanimously approved the transaction agreement and the transactions and has determined that the transactions are advisable and in the best interests of Graphic and its stockholders. **The board of directors of Graphic recommends that you vote FOR the adoption of the transaction agreement and the approval of the transactions, FOR the approval of the provisions of New Graphic s restated certificate of incorporation increasing New Graphic s authorized capital stock, and FOR the adjournment or postponement of the special meeting, if determined to be necessary.**

Only Graphic stockholders of record at the close of business on [1], 2007 are entitled to notice of, and to vote at, the special meeting and any adjournments or postponements of the special meeting. No business other than the proposals described in this notice will be considered at the special meeting or any adjournment or postponement thereof. A complete list of Graphic stockholders of record entitled to vote at the special meeting will be available for inspection at the special meeting.

Your vote is very important, regardless of the number of shares you own. Graphic cannot complete the transactions unless the transaction agreement is adopted and the transactions are approved by the affirmative vote of a majority of the issued and outstanding shares of Graphic common stock. Please submit your proxy as soon as possible to make sure that your shares are represented at the special meeting.

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For your shares to be voted, you may complete, sign, date and return the enclosed proxy card or you may submit your proxy by telephone or over the Internet. If you are a holder of record, you may also cast your vote in person at the special meeting. If your shares are held in an account by a broker, bank or other nominee, you must instruct them on how to vote your shares. **If you do not submit your proxy, vote in person or instruct your broker, bank or other nominee how to vote, it will have the same effect as voting AGAINST the adoption of the transaction agreement and the approval of the transactions.**

By order of the board of directors,

Stephen A. Hellrung
Senior Vice President, General Counsel and Secretary
[1], 2007

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REFERENCE TO ADDITIONAL INFORMATION

This proxy statement/prospectus incorporates important business and financial information about Graphic from other documents that are not included in or delivered with this proxy statement/prospectus. The Securities and Exchange Commission (the "SEC") maintains a website that contains annual, quarterly and current reports, proxy and information statements and other information regarding registrants, like Graphic, that file reports with the SEC electronically. The SEC's website address is <http://www.sec.gov>. You may also read and copy any document Graphic files with the SEC at the SEC's public reference room, 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operation of its public reference room. The information Graphic files with the SEC and other information about Graphic is also available on Graphic's website at <http://www.graphicpkg.com>. However, the information on Graphic's website is not a part of, nor incorporated by reference into, this proxy statement/prospectus. For a listing of the documents incorporated by reference, please see "Where You Can Find More Information."

You can also obtain those documents incorporated by reference in this proxy statement/prospectus without charge by contacting Graphic at:

Graphic Packaging Corporation
814 Livingston Court
Marietta, Georgia 30067
(770) 644-3000
Attention: Investor Relations Department

In order to ensure timely delivery of requested documents, any request should be made at least five business days prior to the date on which an investment decision is to be made and, in any event, no later than [1], 2007, which is five business days prior to the special meeting.

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QUESTIONS AND ANSWERS ABOUT THE SPECIAL MEETING

The following questions and answers are intended to briefly address some frequently asked questions regarding the merger (as defined below) and the exchange (as defined below and together with the merger, the transactions) contemplated by the transaction agreement (as defined below). These questions and answers may not address all questions that may be important to you as a stockholder of Graphic Packaging Corporation (Graphic). You are urged to read this entire proxy statement/prospectus carefully and the other documents to which Graphic and New Graphic (as defined below) refer you before casting your vote on adoption of the transaction agreement and approval of the transactions.

Q: When and where is the special meeting?

A: The special meeting will take place on [1], 2007, at 10:00 a.m., local time, at the offices of Alston & Bird LLP, Atlantic Center Plaza, 1180 West Peachtree Street, 15th Floor, Atlanta, Georgia 30309.

Q: What am I being asked to vote on?

A: You are being asked to vote to adopt the transaction agreement and agreement and plan of merger, dated as of July 9, 2007 (the transaction agreement), by and among Graphic, Bluegrass Container Holdings, LLC (BCH), the company that holds all of the equity interests in Altivity Packaging, LLC (Altivity), TPG Bluegrass IV, L.P., TPG Bluegrass IV-AIV 2, L.P., TPG Bluegrass V, L.P., TPG Bluegrass V-AIV 2, L.P., TPG FOF V-A, L.P., TPG FOF V-B, L.P. (collectively with TPG Bluegrass IV, L.P., TPG Bluegrass IV-AIV 2, L.P., TPG Bluegrass V, L.P., TPG Bluegrass V-AIV 2, L.P. and TPG FOF V-A, L.P., the TPG Entities), BCH Management, LLC, Field Holdings, Inc. (together with BCH Management, LLC, the TPG Entities, and any transferee of their interests in BCH, the Sellers), New Giant Corporation (New Graphic) and Giant Merger Sub, Inc. (Merger Sub) and approve the transactions. The transaction agreement contemplates, among other transactions, that:

Merger Sub, a new, wholly-owned subsidiary of New Graphic, will merge with and into Graphic, as a result of which Graphic will become a wholly-owned subsidiary of New Graphic (the merger);

each share of Graphic common stock outstanding immediately prior to the merger will be converted into the right to receive one share of the common stock of New Graphic pursuant to the merger; and

immediately after the merger, the Sellers will transfer all of their equity interests in BCH to New Graphic in exchange for shares of common stock of New Graphic (the exchange).

Upon the completion of the transactions, Graphic stockholders, in the aggregate, will hold approximately 59.4%, and the Sellers will hold approximately 40.6%, of the outstanding common stock of New Graphic, each calculated on a fully diluted basis.

For a more detailed discussion about the transactions, please see The Transactions beginning on page 33 and The Transaction Agreement and Agreement and Plan of Merger beginning on page 59.

You are also being asked to vote to approve a provision in New Graphic's restated certificate of incorporation authorizing 1.1 billion shares of capital stock, including 1 billion shares of common stock and 100 million shares of preferred stock.

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In addition, you are being asked to vote to approve any proposal by Graphic to adjourn or postpone the special meeting, if determined to be necessary.

Q: What will I receive after the transactions are completed?

A: After the transactions are completed, you will receive one share of New Graphic common stock for each share of Graphic common stock you hold.

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Q: Are there any important risks related to the transactions or New Graphic's business of which I should be aware?

A: Yes, there are important risks involved. Before making any decision on whether and how to vote, Graphic urges you to read carefully and in its entirety the section entitled "Risk Factors" beginning on page 20.

Q: Will my rights as a stockholder of New Graphic be different from my rights as a stockholder of Graphic?

A: Yes, there are certain material differences between your rights as a stockholder of Graphic and your rights as a stockholder of New Graphic. We urge you to read the section entitled "Description of New Graphic Capital Stock" beginning on page 124 and "Comparison of Rights of Graphic Stockholders and New Graphic Stockholders" beginning on page 131.

Q: What stockholder approvals are needed to approve the transactions?

A: The adoption of the transaction agreement and the approval of the transactions and the approval of the provision in New Graphic's restated certificate of incorporation each requires the affirmative vote of a majority of the issued and outstanding shares of Graphic common stock as of the record date.

Pursuant to the voting agreement, dated as of July 9, 2007, entered into by and among BCH, Graphic, certain members and affiliates of the Coors family (the "Coors Family Stockholders"), Clayton, Dubilier & Rice Fund V Limited Partnership (the "CDR Fund") and EXOR Group S.A. ("EXOR"), each of the Coors Family Stockholders, the CDR Fund and EXOR has agreed, subject to limited exceptions, to vote all of its shares of Graphic common stock in favor of adopting the transaction agreement and approving the transactions and any other action reasonably requested by BCH in furtherance thereof. The Coors Family Stockholders, the CDR Fund and EXOR collectively hold 129,376,414 issued and outstanding shares of Graphic common stock, which represented approximately 65% of the total number of shares of Graphic common stock issued and outstanding as of July 9, 2007 and as of the record date.

Q: Who is entitled to vote at the special meeting?

A: Graphic stockholders as of the close of business on [1], 2007, which is the record date for the special meeting, are entitled to vote at the special meeting. As of [1], 2007, there were [1] shares of Graphic common stock issued and outstanding and entitled to be voted at the special meeting. Each share of Graphic common stock outstanding on the record date will entitle its holder of record on such date to one vote on the transaction agreement and the transactions.

Q: Who can attend the special meeting?

A: Only stockholders, their designated proxies and guests of Graphic may attend the special meeting. If you plan to attend the special meeting, you must be a stockholder of record as of [1], 2007 or, if you have beneficial ownership of shares of Graphic common stock held of record by a broker, bank or other nominee, you must bring an account statement or letter from your broker, bank or other nominee showing that you are the beneficial owner of shares of Graphic common stock as of the record date in order to be admitted to the special meeting.

Q: What happens if I sell my shares of Graphic common stock before the special meeting?

A:

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The record date for the special meeting is [1], 2007. If you transfer your shares of Graphic common stock after the record date but before the special meeting, you will retain your right to vote at the special meeting but will transfer the right to receive one share of New Graphic common stock for each share of Graphic common stock you hold (if the transactions are completed) to the person to whom you transfer your shares.

Q: If I would like to submit a proxy, what do I need to do now?

A: If your shares are registered directly in your name at Graphic's transfer agent, you are considered a stockholder of record and you may submit your proxy (i) by mail by completing, signing, dating and returning the enclosed proxy card by mailing it in the enclosed postage prepaid envelope provided for

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receipt prior to the date of the special meeting or (ii) by telephone or through the Internet until 11:59 p.m. Eastern Time on [1], 2007. Instructions for voting by telephone or through the Internet are contained on the enclosed proxy card. Please submit your proxy as soon as possible so that your shares may be represented at the special meeting.

Q: If my shares are held in street name by a broker, bank or other nominee, will my broker, bank or other nominee vote my shares for me?

A: If your shares are registered through a broker, bank or other nominee, your shares are considered to be held beneficially in street name. Your broker, bank or other nominee will vote your shares for you only if you provide instructions to it on how to vote. You should follow the directions your broker, bank or other nominee provides on how to instruct it to vote your shares. If your broker, bank or other nominee holds your shares and you wish to vote your shares in person at the special meeting, please bring a letter from your broker, bank or other nominee identifying you as the beneficial owner of the shares and granting you a proxy to vote those shares at the special meeting.

Q: What do I do if I want to change my vote or vote in person?

A: You may revoke your vote at any time before the special meeting by:

executing and submitting a revised proxy (including by telephone or over the Internet);

sending written notice of revocation to Graphic's Secretary at the address provided at the beginning of this proxy statement/prospectus; or

voting in person at the meeting.

If your shares are registered directly in your name, you are considered the stockholder of record and you may vote in person at the special meeting. If your shares are held beneficially in street name and you wish to vote in person at the special meeting, you will need to obtain a proxy from the broker, bank or other nominee that holds your shares. Please note that even if you plan to attend the special meeting, Graphic recommends that you submit your proxy card voting your shares before the special meeting in case you later decide not to attend the meeting.

Q: What will happen if I do not send in my proxy or if I abstain from voting?

A: If you do not send in your proxy or if you abstain from voting, it will have the effect of a vote AGAINST the adoption of the transaction agreement and the approval of the transactions, and AGAINST the approval of the provisions in New Graphic's restated certificate of incorporation increasing the authorized capital stock of New Graphic. If you do not send in your proxy it will not affect the proposal to adjourn or postpone the special meeting, if determined to be necessary. If you return your proxy, but mark abstain, it will have the effect of a vote AGAINST the proposal to adjourn or postpone the special meeting, if determined to be necessary.

Q: Should I send in my stock certificates now?

A: No. If the transactions are completed and you hold stock certificates evidencing your shares of Graphic common stock, New Graphic will send you written instructions for exchanging your Graphic stock certificates.

Q: How will Graphic solicit proxies?

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A: Proxies may be solicited by mail or facsimile, or by Graphic's directors, officers or employees, without extra compensation, in person or by telephone. Graphic will reimburse brokers, banks and other nominees for their reasonable out-of-pocket expenses for forwarding solicitation material to the beneficial owners of Graphic common stock.

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Q: Who can help answer my questions?

A: If you have any questions about the special meeting or the transaction agreement or the transactions, or if you need additional copies of this proxy statement/prospectus or the enclosed proxy card, you may contact:

Graphic Packaging Corporation
814 Livingston Court
Marietta, Georgia 30067
(770) 644-3000
Attention: Investor Relations Department

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SUMMARY

This summary is qualified in its entirety by the more detailed information included elsewhere in this proxy statement/prospectus. Because this is a summary, it may not contain all of the information that is material or important to you. You should read this entire proxy statement/prospectus carefully, including the section entitled Risk Factors, as well as Graphic's periodic and other reports filed with the SEC under the Securities and Exchange Act of 1934, as amended (the Exchange Act), and incorporated by reference in this proxy statement/prospectus before making a decision. See Where You Can Find More Information.

The Companies

GRAPHIC PACKAGING CORPORATION

814 Livingston Court
Marietta, Georgia 30067
(770) 644-3000

Graphic is a leading provider of paperboard packaging solutions for a wide variety of products to multinational food, beverage and other consumer products companies. Graphic strives to provide its customers with packaging solutions designed to deliver marketing and performance benefits at a competitive cost by capitalizing on its low-cost paperboard mills and converting plants, its proprietary carton designs and packaging machines, and its commitment to customer service.

Graphic focuses on providing a range of paperboard packaging products to major companies with well-recognized brands. Its customers generally have prominent market positions in the beverage, food and household products industries. Graphic offers customers its paperboard, cartons and packaging machines, either as an integrated solution or separately. Graphic has long-term relationships with major companies, including Kraft Foods, Inc., Anheuser-Busch Companies, Inc., General Mills, Inc., SABMiller plc., Molson Coors Brewing Company, and numerous Coca-Cola and Pepsi bottling companies.

BLUEGRASS CONTAINER HOLDINGS, LLC and ALTVITY PACKAGING, LLC

1500 Nicholas Boulevard
Elk Grove Village, Illinois 60007
(888) 801-2579

Bluegrass Container Holdings, LLC is a privately-held holding company that conducts no operations and its only material asset is its membership interest in Altivity Packaging, LLC (Altivity). Altivity, headquartered in the Chicago, Illinois area, is a provider of packaging solutions, including folding cartons and paperboard, multi-wall bags, flexible packaging and labels. The end-markets for Altivity's products are primarily consumer oriented, which provides stability and long-term predictable growth. Altivity has approximately 7,900 employees and owns 6 boxboard mills, 23 folding carton plants, 12 multi-wall bag and specialty facilities, 10 flexible packaging and labels facilities and 5 ink facilities.

Across its businesses, Altivity provides packaging solutions to customers in the consumer packaged goods, agriculture, pet care, building materials and chemicals industries. These end-markets are generally characterized by stable and predictable demand growth. Key demand drivers in these markets include rising disposable income levels and increased consumption of non-durable goods among consumers. Altivity's customer base includes a number of

well-known, blue-chip companies.

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Marietta, Georgia 30067
(770) 644-3000

New Graphic was formed in June 2007 as a Delaware corporation and is currently a wholly-owned subsidiary of Graphic. To date, New Graphic has not conducted any activities other than those related to its formation and the completion of the transactions. In connection with the transactions, New Graphic's name will be changed to Graphic Packaging Holding Company, and its common stock will be listed on the New York Stock Exchange (NYSE) under the symbol GPK, which is the symbol under which Graphic common stock is currently listed on the NYSE.

GIANT MERGER SUB, INC.

814 Livingston Court
Marietta, Georgia 30067
(770) 644-3000

Merger Sub was formed in June 2007 as a Delaware corporation and is currently a wholly-owned subsidiary of New Graphic. To date, Merger Sub has not conducted any activities other than those related to its formation and the completion of the transactions. In the merger, Merger Sub will be merged with and into Graphic, with Graphic as the surviving corporation.

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Organization of New Graphic

The following chart depicts the anticipated organization of New Graphic upon the completion of the transactions and certain post-closing inter-company reorganization steps that New Graphic expects to take to position BCH and Altivity as subsidiaries of Graphic's operating company, Graphic Packaging International, Inc.

The Transaction Agreement and the Transactions (Page 59)

The Transaction Agreement

The transaction agreement, a summary of which is provided beginning on page 59 of this proxy statement/prospectus, is attached as Annex A to this proxy statement/prospectus. You are urged to read the transaction agreement in its entirety.

Merger of Graphic and Merger Sub

The transaction agreement provides that Merger Sub, a new, wholly-owned subsidiary of New Graphic, will merge with and into Graphic. As a result, Graphic will survive the merger and become a wholly-owned subsidiary of New Graphic.

What Graphic Stockholders Will Receive in the Merger

Upon the completion of the merger, each outstanding share of Graphic common stock will be converted into the right to receive one share of New Graphic common stock.

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Contribution from the Sellers to New Graphic

Immediately after the completion of the merger, the Sellers will transfer all of the outstanding equity interests of BCH to New Graphic in exchange for 139,445,038 shares of New Graphic common stock.

Ownership of New Graphic Upon Completion of the Transactions

Upon the completion of these transactions, Graphic stockholders, in the aggregate, will hold approximately 59.4%, and the Sellers will hold approximately 40.6%, of the outstanding common stock of New Graphic, each calculated on a fully diluted basis.

Recommendation of Graphic's Board of Directors (Page 37)

Graphic's board of directors has unanimously determined that the transaction agreement and the transactions are advisable, fair to and in the best interests of Graphic stockholders, and has unanimously approved the transaction agreement and the transactions. Graphic's board of directors recommends that you vote FOR the adoption of the transaction agreement and approval of the transactions. If the board of directors of Graphic amends, modifies or otherwise changes its recommendation regarding adoption of the transaction agreement and approval of the transactions, Graphic is still obligated to submit the transaction agreement and the transactions to a vote of its stockholders.

Reasons of Graphic for the Transactions (Page 37)

The Graphic board of directors, in reaching its unanimous decision to approve the transaction agreement and the transactions and recommend them to Graphic stockholders, consulted with Graphic's management, its financial advisor and its legal counsel, and considered the following factors, among others described herein, as generally supporting its decision:

The Graphic board of directors believed that the combination of the operations of Graphic and Altivity would provide stronger and more stable cash flows, and therefore greater financial stability, than could have been achieved by Graphic on a stand-alone basis. This enhanced financial performance and position should permit New Graphic to accelerate its debt reduction, enhance the company's credit profile, improve leverage ratios and finance ongoing investments.

The complementary product offerings of Graphic and Altivity, which when combined create an ability to offer comprehensive consumer packaging solutions to existing and new customers of both companies.

The new company will have expanded market reach into smaller specialty segments of the folding carton market, as well as new packaging markets, including labels, flexible packaging and multi-wall bags.

The opportunity to achieve significant cost synergies identified in connection with the transactions, including:

operating and overhead expense reductions;

supply chain procurement improvements;

facility optimization; and

manufacturing process improvements.

The opportunity for additional cost savings from Altivity's ongoing integration of Smurfit-Stone Container Corporation's Consumer Packaging Division and the Field Companies (as defined below) as a result of manufacturing network optimization efforts, overhead reduction and supply chain improvements.

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The opinion of Goldman Sachs, dated July 9, 2007, provided to the Graphic board of directors, that, as of the date of the opinion, and based upon and subject to the factors and assumptions set forth in the opinion, the 139,445,038 shares of New Graphic common stock, taken in the aggregate, to be issued by New Graphic in exchange for 100% of the outstanding BCH equity interests pursuant to the transaction agreement was fair from a financial point of view to Graphic, as more fully described below under The Transactions Opinion of Financial Advisor to Graphic.

In making its determination to approve the transaction agreement and the transactions, the Graphic board of directors did not assign any relative or specific weights to the various factors that it considered in reaching its determination that the transaction agreement and the transactions are advisable, fair to, and in the best interests of, Graphic and Graphic stockholders. Rather, the Graphic board of directors viewed its position and recommendation as being based on the totality of the information presented to it, and the factors it considered. In addition, individual members of the Graphic board of directors, in making their decisions, may have given different weight to different information and factors.

Opinion of Financial Advisor (Page 40)

On July 9, 2007, Goldman Sachs delivered its opinion to Graphic's board of directors that, as of July 9, 2007 and based upon and subject to the factors and assumptions set forth in the opinion, the 139,445,038 shares of New Graphic common stock, taken in the aggregate, to be issued by New Graphic in exchange for 100% of the outstanding equity interests in BCH pursuant to the transaction agreement was fair from a financial point of view to Graphic.

The full text of the written opinion of Goldman Sachs, dated July 9, 2007, which sets forth assumptions made, procedures followed, matters considered and limitations on the review undertaken in connection with the opinion, is attached as Annex G. Goldman Sachs provided its advisory services and opinion for the information and assistance of Graphic's board of directors in connection with its consideration of the transactions. The Goldman Sachs opinion is not a recommendation as to how any holder of Graphic common stock should vote with respect to such transactions or any other matter. Pursuant to an engagement letter between Graphic and Goldman Sachs, Graphic has agreed to pay Goldman Sachs a transaction fee of \$20 million, all of which is payable upon consummation of the transactions.

Interests of Certain Persons (Page 48)

In considering the recommendation of the Graphic board of directors with respect to the transaction agreement and the transactions, Graphic stockholders should be aware that some of Graphic's executive officers and directors have interests in the transactions and have arrangements that are different from, or in addition to, those of Graphic stockholders generally. The Graphic board of directors was aware of these interests, which include the vesting of certain equity compensation awards, arrangements under certain executive officer employment agreements, continuing board positions, indemnification obligations and reimbursement of certain legal fees, and considered them, among other matters, in reaching its decisions to approve the transaction agreement and the transactions and to recommend that Graphic stockholders vote in favor of adopting the transaction agreement and approving the transactions.

Conditions to the Transactions (Page 60)

The obligations of the parties to complete the transactions are subject to, among others, the following conditions:

the adoption of the transaction agreement and the approval of the transactions by Graphic stockholders;

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no law, order, or judgment having been issued, enacted, entered or enforced by any court or other governmental authority preventing or making illegal the consummation of the transactions;

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the expiration or termination of any waiting period applicable to the transactions in respect of filings by Graphic and BCH under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the HSR Act).

the approval of the listing on the NYSE of New Graphic common stock to be issued in connection with the transactions;

the registration statement of which this proxy statement/prospectus forms a part shall have become effective under the Securities Act of 1933, as amended (the Securities Act) and shall not be the subject of any stop order or proceedings seeking a stop order; and

other customary conditions set forth in the transaction agreement, including the receipt of tax opinions, the accuracy of the representations and warranties, and the performance of obligations under the transaction agreement having been satisfied or waived.

Regulatory Approvals (Page 49)

The transaction agreement requires that Graphic and BCH submit filings with, and obtain certain orders or approvals from the Federal Trade Commission and the Department of Justice (DOJ) pursuant to the HSR Act and the German Cartel Office. Clearance of the transactions from the German Cartel Office was received on August 28, 2007. A request was received on August 22, 2007 for additional information, commonly referred to as a second request, from the Antitrust Division of the DOJ regarding the transactions. The second request extends the waiting period imposed by the HSR Act until 30 days after the second request has been substantially complied with, unless that period is extended voluntarily by the parties or terminated sooner by the DOJ.

No Solicitation (Page 62)

The transaction agreement generally prohibits Graphic, BCH and each Seller from directly or indirectly soliciting or participating in discussions or negotiations regarding any takeover proposal other than the transactions. If, however, prior to obtaining its stockholders approval of the transactions, Graphic receives an unsolicited bona fide, written takeover proposal that the Graphic board of directors determines in good faith, after consultation with its legal advisor and financial advisor, would reasonably be expected to result in a superior proposal, as described herein, Graphic may furnish information to the person making such takeover proposal and participate in discussions or negotiations regarding such takeover proposal, if and only to the extent that the Graphic board of directors concludes in good faith, after consultation with its counsel, that the failure to take such action would be reasonably expected to violate its fiduciary duties under applicable law.

Termination (Page 64)

The transaction agreement may be terminated at any time prior to the occurrence of the transactions under any of the following circumstances:

by mutual consent of the Sellers Representative (as defined herein) and Graphic;

by either the Sellers Representative or Graphic if:

any governmental law or order prohibiting the completion of the transactions becomes final;

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the transactions have not been completed by March 31, 2008 (which date may be extended to May 31, 2008 if the delay is the result of the failure to obtain antitrust approvals);

Graphic stockholders fail to adopt the transaction agreement and approve the transactions at the special meeting; or

there shall have been a breach by the other party of any of the covenants, agreements, representations or warranties of such other party contained in the transaction agreement in a material way; or

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by the Sellers Representative if the Graphic board of directors (i) changes its recommendation regarding the transaction agreement and the transactions or (ii) fails to publicly reaffirm its recommendation regarding the transaction agreement and the transactions or if Graphic otherwise breaches certain provisions of the transaction agreement relating to its obligations not to solicit alternative takeover proposals.

Termination Fees (Page 65)

If the transaction agreement is terminated in certain circumstances in which the Graphic board of directors adversely changes its recommendation regarding the transaction agreement and the transactions or takes certain other specified actions, Graphic may be required to pay BCH a termination fee of \$35,000,000. If the transaction agreement is terminated in certain circumstances in which a takeover proposal has been made prior to the transaction agreement being terminated, but the takeover proposal is not consummated, Graphic may be required to pay BCH an amount equal to the documented out-of-pocket fees and expenses of BCH incurred by BCH and the Sellers in connection with the transaction agreement and the transactions, up to a maximum amount of \$5,000,000. If within 12 months of such termination Graphic consummates or enters into a binding written agreement with respect to a takeover proposal, Graphic shall pay BCH the excess of the difference between \$35,000,000 and any out-of-pocket expenses previously paid.

Financing (Page 54)

Graphic currently expects to complete the following financing transactions through its wholly-owned subsidiary, Graphic Packaging International, Inc., in connection with the transactions:

The closing of a new \$1.2 billion senior secured term loan facility to refinance the outstanding amounts under BCH's existing first and second lien credit facilities.

The closing of a new \$600 million senior secured asset-based revolving credit facility. However, if an asset-based revolving credit facility containing terms that are satisfactory to Graphic cannot be arranged prior to the closing of the transactions, Graphic Packaging International, Inc. may instead elect to increase the size of its existing revolving credit facility to up to \$400 million from \$300 million.

An amendment or amendment and restatement of Graphic Packaging International, Inc.'s existing May 16, 2007 credit agreement to, among other things, accommodate the transactions and to allow for the reprioritization of liens in connection with the above-described asset-based revolving credit facility if obtained.

The foregoing financing transactions are referred to in this document as the refinancing.

Assuming hypothetically the transaction closed on June 30, 2007, Graphic and BCH currently expect that approximately \$1.2 billion of borrowings and cash-on-hand would have been required to consummate the refinancing and pay fees and expenses related to the refinancing and the transactions with approximately \$1.1 billion expected to be drawn under the new senior secured term loan facility and approximately \$5 million expected to be drawn under the revolving credit facility. With the borrowings under the amended or amended and restated credit facility and/or the new senior-secured asset based revolving credit facility, Graphic and BCH expect that all outstanding amounts under BCH's existing first and second lien credit facilities (estimated to be approximately \$1.1 billion at the time of the transactions) will be repaid in full and such BCH credit facilities will be terminated. Undrawn amounts under the revolving credit facility will be available on a revolving credit basis for general corporate purposes of the borrower and its subsidiaries.

No Dissenters Rights (Page 32)

Although Graphic stockholders that are not subject to the voting agreement may vote against adoption of the transaction agreement and approval of the transactions, under no circumstances are holders of Graphic

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common stock entitled to dissenters' rights of appraisal under Delaware law in connection with the transactions.

Material U.S. Federal Income Tax Consequences (Page 50)

The parties have structured the transactions to qualify as exchanges under Section 351 of the Internal Revenue Code or a reorganization within the meaning of Section 368(a) of the Internal Revenue Code. The exchange of Graphic shares for New Graphic shares will generally not be taxable to Graphic stockholders. The completion of the transactions is conditioned upon, among other things, Graphic receiving an opinion of Alston & Bird LLP regarding the tax treatment of the transactions and BCH receiving an opinion of Simpson Thacher & Bartlett LLP regarding the tax treatment of the transactions.

Tax matters are very complicated and the tax consequences of the transactions to each Graphic stockholder will depend on such stockholder's particular facts and circumstances. **Graphic stockholders are urged to consult their tax advisors to understand fully the tax consequences to them of the transactions.**

Restated Certificate of Incorporation and Amended and Restated By-laws (Page 124)

Effective upon the closing of the transactions, New Graphic's certificate of incorporation and by-laws will be amended (as amended, New Graphic's certificate of incorporation and New Graphic's by-laws, respectively) to set forth certain rights, preferences, powers and restrictions of the capital stock of New Graphic and will govern certain aspects of the internal affairs of New Graphic. A summary of these rights is set forth in Description of New Graphic Capital Stock. New Graphic's certificate of incorporation and New Graphic's by-laws, in the forms which give effect to certain changes contemplated in connection with the merger, are attached as Annex B and Annex C, respectively, to this proxy statement/prospectus.

You are urged to read these documents, as they will govern your rights as a stockholder of New Graphic, which will be different from your rights currently as a Graphic stockholder. For further discussion regarding these differences, please see Comparison of Rights of Graphic Stockholders and New Graphic Stockholders.

The Stockholders Agreement (Page 70)

Certain entities that will be significant stockholders of New Graphic after the completion of the transactions, which we refer to as the covered stockholders, have entered into a stockholders agreement that will become effective upon completion of the transactions. The covered stockholders are the Coors Family Stockholders, the CDR Fund, EXOR, Field Holdings, Inc. and the TPG Entities. The stockholders agreement is attached as Annex E to this proxy statement/prospectus, and you are urged to read the stockholders agreement in its entirety. The stockholders agreement, among other things: (i) provides the covered stockholders certain rights to designate members of New Graphic's board of directors; (ii) restricts the ability of the covered stockholders to transfer their shares of New Graphic common stock; and (iii) limits the covered stockholders from acquiring additional shares of New Graphic common stock and from taking certain other actions with respect to New Graphic.

The Registration Rights Agreement (Page 74)

The covered stockholders, certain other individuals who will become stockholders of New Graphic and New Graphic have entered into a registration rights agreement that will become effective upon completion of the transactions. The registration rights agreement is attached as Annex F to this proxy statement/prospectus, and you are urged to read the registration rights agreement in its entirety. The registration rights agreement, among other things, provides the parties thereto with the right to request registration of their New Graphic common stock with the SEC and/or participate in registered offerings of common stock by New Graphic.

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**SUMMARY HISTORICAL AND UNAUDITED PRO FORMA
CONDENSED CONSOLIDATED/COMBINED FINANCIAL DATA**

Summary Historical Consolidated Financial Data of Graphic

The following summary historical consolidated financial data of Graphic as of December 31, 2006 and 2005 and for the years ended December 31, 2006, 2005 and 2004 have been derived from Graphic's audited consolidated financial statements incorporated by reference in this proxy statement/prospectus. The following summary historical consolidated financial data of Graphic as of December 31, 2004, 2003 and 2002 and for the years ended December 31, 2003 and 2002 have been derived from Graphic's audited consolidated financial statements which are not included in, or incorporated by reference in, this proxy statement/prospectus. The following summary historical consolidated financial data of Graphic as of June 30, 2007 and for the six months ended June 30, 2007 and 2006 have been derived from Graphic's unaudited condensed consolidated financial statements incorporated by reference in this proxy statement/prospectus. Graphic's unaudited condensed consolidated financial statements were prepared on a basis consistent with that used in preparing its audited consolidated financial statements and include all material adjustments that, in the opinion of Graphic's management, are necessary for a fair presentation of Graphic's financial position and results of operations for the unaudited periods. The summary historical consolidated financial data of Graphic set forth below should be read in conjunction with Graphic's Management's Discussion and Analysis of Financial Condition and Results of Operations and Graphic's historical consolidated financial statements and the notes thereto included in its Annual Report on Form 10-K for the fiscal year ended December 31, 2006 and in its Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2007, each incorporated by reference herein. Historical results are not necessarily indicative of results that may be expected for any future period. The historical results of Graphic are not necessarily indicative of the results that may be expected for New Graphic for any future period.

	Six Months Ended June 30,		2006	Years Ended December 31,			
	2007	2006		2005	2004	2003(a)	2002
	(unaudited)		In millions, except per share amounts				
Statement of Operations Data:							
Net Sales	\$ 1,256.0	\$ 1,205.9	\$ 2,413.0	\$ 2,384.0	\$ 2,386.5	\$ 1,683.3	\$ 1,247.3
Cost of Sales	1,103.3	1,066.0	2,109.8	2,071.3	2,026.7	1,398.5	984.8
Selling, General and Administrative	97.0	100.6	201.2	206.1	202.3	153.1	117.3
Research, Development and Engineering	5.0	6.0	11.4	9.9	9.6	7.4	5.2
Other Expense	1.6	(0.5)	0.3	9.8	32.3	18.2	(0.6)
(Income), Net	49.1	33.8	90.3	86.9	115.6	106.1	140.6
Income from Operations	0.3	0.4	0.6	0.6	0.6	1.0	1.4
Interest Income	(86.6)	(84.7)	(172.2)	(156.5)	(149.6)	(144.5)	(147.4)
Interest Expense	(9.5)					(45.3)	(11.5)
Loss on Early Extinguishment of Debt							

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Loss before Income Taxes and Equity in Net Earnings of Affiliates	(46.7)	(50.5)	(81.3)	(69.0)	(33.4)	(82.7)	(16.9)
Income Tax Expense	(13.8)	(9.5)	(20.2)	(23.3)	(28.9)	(14.3)	(33.1)
Loss before Equity in Net Earnings of Affiliates	(60.5)	(60.0)	(101.5)	(92.3)	(62.3)	(97.0)	(50.0)
Equity in Net Earnings of Affiliates	0.5	0.5	1.0	1.2	1.4	1.3	1.0
Net Loss	(60.0)	(59.5)	(100.5)	(91.1)	(60.9)	(95.7)	(49.0)
Loss Per Share:							
Basic	(0.30)	(0.30)	(0.50)	(0.46)	(0.31)	(0.65)	(0.43)
Diluted	(0.30)	(0.30)	(0.50)	(0.46)	(0.31)	(0.65)	(0.43)
Weighted Average Shares Outstanding:							
Basic	201.5	200.9	201.1	200.0	198.9	148.3	115.1
Diluted	201.5	200.9	201.1	200.0	198.9	148.3	115.1
Balance Sheet Data:							
Cash and Cash Equivalents	11.8	7.3	7.3	12.7	7.3	17.5	13.8
Total Assets	3,203.5	3,346.2	3,233.6	3,356.0	3,465.3	3,612.0	2,251.2
Total Debt	1,968.4	1,998.0	1,922.7	1,978.3	2,025.2	2,154.6	1,528.4
Total Shareholders Equity	134.8	214.2	181.7	268.7	386.9	438.4	87.8

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	Six Months Ended June 30,		Years Ended December 31,				
	2007	2006	2006	2005	2004	2003(a)	2002
	(unaudited)		In millions, except per share amounts				
Other Data:							
Depreciation and Amortization	103.5	98.8	196.0	205.3	228.9	160.4	133.8
Capital Spending(b)	42.6	43.4	94.5	110.8	149.1	136.6	56.0

(a) Graphic (formerly known as Riverwood Holding, Inc.) was incorporated on December 7, 1995 under the laws of the State of Delaware. On August 8, 2003, the corporation formerly known as Graphic Packaging International Corporation (GPIC) merged with and into Riverwood Acquisition Sub LLC, a wholly-owned subsidiary of Riverwood Holding, Inc. (Riverwood Holding), with Riverwood Acquisition Sub LLC as the surviving entity. Riverwood Acquisition Sub LLC then merged into Riverwood Holding, which was renamed Graphic Packaging Corporation.

(b) Includes capitalized interest and amounts invested in packaging machinery.

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Summary Historical Consolidated Financial Position of BCH

Altivity Packaging, LLC (formerly known as Bluegrass Container Company, LLC) (Altivity, or the Successor), a Delaware limited liability company and a wholly-owned subsidiary of BCH, purchased substantially all of the assets of the Consumer Packaging Division (CPD or the Predecessor) of Smurfit-Stone Container Enterprises, Inc. (SSCE), a wholly-owned subsidiary of Smurfit-Stone Container Corporation (SSSC) (the CPD acquisition). BCH is majority-owned by investment vehicles affiliated with TPG Capital, L.P. (TPG). Bluegrass completed the CPD acquisition on June 30, 2006. On August 16, 2006, Bluegrass completed the acquisition of substantially all of the operational assets of Field Holdings, Inc., a Delaware corporation, Field Container Company, L.P., a Delaware limited partnership and Field Container Management Corporation, a Delaware corporation (collectively, the Field Companies) (the Field acquisition).

The following summary historical consolidated financial data of BCH, the company that holds all of the equity interest of Altivity, as of December 31, 2006 and 2005 and for the period from July 1, 2006 to December 31, 2006, the period from January 1, 2006 to June 30, 2006 and for the years ended December 31, 2005 and 2004 have been derived from BCH s audited consolidated financial statements included in this proxy statement/prospectus. The following summary historical consolidated financial data of BCH as of December 31, 2004 and 2003 and for the year ended December 31, 2003 have been derived from BCH s audited consolidated financial statements which are not included in this proxy statement/prospectus. The following summary historical consolidated financial data of BCH as of June 30, 2007 and 2006 and for the six months ended June 30, 2007 and 2006 have been derived from BCH s unaudited condensed consolidated financial statements included in this proxy statement/prospectus. BCH s unaudited condensed consolidated financial statements were prepared on a basis consistent with that used in preparing its audited consolidated financial statements and include all material adjustments that, in the opinion of BCH s management, are necessary for a fair presentation of BCH s financial position and results of operations for the unaudited periods. Financial data as of December 31, 2002 and December 31, 2003, and for the fiscal year ended December 31, 2002 is unavailable and has been omitted.

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The summary historical consolidated financial data of BCH set forth below should be read in conjunction with BCH's Management's Discussion and Analysis of Financial Condition and Results of Operations and BCH's historical consolidated financial statements and the notes thereto included in this proxy statement/prospectus. Historical results are not necessarily indicative of results that may be expected for any future period. The historical results of BCH are not necessarily indicative of the results that may be expected for New Graphic for any future period.

	Successor Company		Predecessor Company		Predecessor Company		
	Six Months Ended June 30, 2007	Predecessor Company June 30, 2006	Successor Company July 1, 2006 to December 31, 2006	Successor Company January 1, 2006 to June 30, 2006	Years Ended December 31, 2005 2004 2003(a)		
	(unaudited)		In millions				
Statement of Operations Data:							
Net Sales	\$ 1,000.3	\$ 789.4	\$ 964.2	\$ 789.4	\$ 1,584.4	\$ 1,541.2	\$ 1,520.2
Cost of Sales	870.2	699.0	881.3	699.0	1,381.1	1,338.2	1,316.8
Selling, General and Administrative	96.9	75.4	89.7	75.4	141.0	137.9	136.5
Litigation Charge					4.0		
Restructuring Charges					5.0	1.9	10.8
Loss (Gain) on Sale of Assets	0.3	(0.1)		(0.1)	(0.1)	0.1	0.1
Gain on Insurance Claim	(1.3)						
Income (Loss) from Operations	34.2	15.1	(6.8)	15.1	53.4	63.1	56.0
Interest Expense, Net Other (Expense)	(47.4)	(0.6)	(45.8)	(0.6)	(1.2)	(0.9)	(0.8)
Income, Net	(0.2)		(0.4)		0.1	0.2	0.4
Income (Loss) before Income Taxes and Cumulative Effect of Accounting Change	(13.4)	14.5	(53.0)	14.5	52.3	62.4	55.6
Income Tax Expense	(1.1)	(5.8)	(0.5)	(5.8)	(20.9)	(24.8)	(22.1)
Income (Loss) before Cumulative Effect of Accounting Change	(14.5)	8.7	(53.5)	8.7	31.4	37.6	33.5
Cumulative Effect of Accounting Change							(0.1)
Net (Loss) Income	(14.5)	8.7	(53.5)	8.7	31.4	37.6	33.4
Balance Sheet Data:							
Cash and Cash Equivalents	100.0		99.2				
Total Assets	1,691.6	836.0	1,671.2	836.0	821.8	841.8	
Total Debt	1,159.1	17.0	1,163.3	17.0	16.9	17.6	
Total Equity	242.9	615.0	244.5	615.0	576.6	587.9	

Other Data:

Depreciation and Amortization	44.3	20.4	42.5	20.4	40.4	39.5	36.8
Capital Spending	39.9	39.0	21.4	39.0	37.9	31.5	37.8

(a) Financial data as of December 31, 2003 is unavailable and has been omitted.

Table of Contents**Summary Unaudited Pro Forma Condensed Combined Financial Data of New Graphic (Page 76)**

The following summary unaudited pro forma condensed combined statement of operations data of New Graphic for the year ended December 31, 2006 and for the six months ended June 30, 2007 give effect to the transactions as if they had been completed on January 1, 2006. The following summary unaudited pro forma condensed combined balance sheet data of New Graphic as of June 30, 2007 give effect to the transactions as if they had been completed on June 30, 2007.

The summary unaudited pro forma condensed combined financial data of New Graphic for the year ended December 31, 2006 and as of and for the six months ended June 30, 2007 are based on the unaudited pro forma condensed combined financial information set forth elsewhere in this proxy statement/prospectus. See Unaudited Pro Forma Condensed Combined Financial Information. Such financial data does not purport to reflect what New Graphic's actual results of operations and financial position would have been had the transactions in fact occurred (i) as of January 1, 2006 (in the case of the unaudited pro forma condensed combined statement of operations data for the year ended December 31, 2006 and the six months ended June 30, 2007) or (ii) as of June 30, 2007 (in the case of the unaudited pro forma condensed combined balance sheet data as of June 30, 2007), nor are they necessarily indicative of the results of operations that New Graphic may achieve in the future.

The summary unaudited pro forma condensed combined financial data of New Graphic set forth below should be read in conjunction with Graphic's Management's Discussion and Analysis of Financial Condition and Results of Operations and the financial statements and the notes thereto included in Graphic's Annual Report on Form 10-K for the fiscal year ended December 31, 2006 and in Graphic's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2007, each incorporated by reference herein. The summary unaudited pro forma condensed combined financial data of New Graphic set forth below should also be read in conjunction with Unaudited Pro Forma Condensed Combined Financial Information and the historical financial statements of BCH and the notes thereto and Management's Discussion and Analysis of Financial Condition and Results of Operations of BCH included in this proxy statement/prospectus. The historical results of Graphic and BCH are not necessarily indicative of the results that may be expected for New Graphic for any future period.

The pro forma financial information included herein does not include adjustments for any transactions other than the transactions contemplated by the transaction agreement. The financial condition, results of operations and cash flows of the Field Companies have not been included in the combined financial statements of BCH as of any dates or for any periods prior to its acquisition by BCH.

	Six Months Ended June 30, 2007	Year Ended December 31, 2006
	In millions, except per share data	
Statement of Operations Information		
Net Sales	\$ 2,234.3	\$ 4,364.3
Income from Operations	67.2	70.2
Loss per Basic and Diluted Share	(0.22)	(0.43)
Balance Sheet Information		
Cash and Cash Equivalents	14.0	
Total Assets	5,261.9	
Total Debt	3,073.7	

Total Shareholders Equity

794.5

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The following table shows selected historical per share data for Graphic and unaudited pro forma per share data for New Graphic. The pro forma data gives effect to the transactions as if they had occurred on January 1, 2006. We compute basic earnings per share based upon the weighted average number of shares of Graphic common stock outstanding during the period presented. We include options to purchase shares of Graphic common stock and restricted stock units or other securities convertible into shares of Graphic common stock granted to Graphic's directors, officers and employees in the computation only after the options or stock units become fully vested and only if Graphic or New Graphic has positive net income. We compute diluted earnings per share based upon the weighted average number of shares of Graphic common stock and dilutive common stock equivalents outstanding during the periods presented. The diluted earnings per share computations include the dilutive impact of options to purchase common stock which were outstanding during the period calculated by the treasury stock method, unvested stock grants and other restricted awards to directors, officers and employees. The pro forma data gives effect to the issuance of the total number of shares to be issued in the transactions (based on the weighted average number of shares outstanding during the year ended December 31, 2006 and the six months ended June 30, 2007).

	As of and for the Six Months Ended June 30, 2007 (Unaudited)	As of and for the Year Ended December 31, 2006
Basic earnings per share		
Historical	\$ (0.30)(1)	\$ (0.50)(2)
Pro forma	(0.22)	(0.43)
Diluted earnings per share		
Historical	(0.30)(1)	(0.50)(2)
Pro forma	(0.22)	(0.43)
Dividends per share		
Historical		
Pro forma		
Book value per share		
Historical	0.67	0.91
Pro forma	2.32	

(1) Amounts derived from Graphic's unaudited condensed consolidated financial statements as of, and for the six months ended June 30, 2007.

(2) Amounts derived from Graphic's audited consolidated financial statements as of, and for the year ended December 31, 2006.

Table of Contents**PER SHARE MARKET PRICE INFORMATION****Historical Price Range of Graphic Common Stock**

Graphic common stock is traded on the NYSE under the symbol GPK. The following table shows the high and low sales prices per share of Graphic common stock for the periods indicated, as reported on the NYSE composite transaction tape. On July 9, 2007, the last trading day before the public announcement of the execution of the transaction agreement, the last reported sale price of Graphic common stock was \$4.89 per share. On [1], 2007, the last reported sale price of Graphic common stock was \$[1] per share. As of [1], 2007, Graphic common stock was held by [1] holders of record and, as of [1], 2007, the number of outstanding shares of Graphic common stock was [1]. The historical range of the high and low sales price per share for each quarter of 2007 (year to date), 2006 and 2005 are as follows:

	High	Low
2007		
First Quarter	\$ 6.04	\$ 4.11
Second Quarter	\$ 5.40	\$ 4.52
Third Quarter (through [1], 2007)	\$ [1]	\$ [1]
2006		
First Quarter	\$ 3.00	\$ 1.94
Second Quarter	\$ 4.09	\$ 2.09
Third Quarter	\$ 4.09	\$ 3.20
Fourth Quarter	\$ 4.57	\$ 3.45
2005		
First Quarter	\$ 7.42	\$ 4.26
Second Quarter	\$ 4.63	\$ 2.98
Third Quarter	\$ 3.97	\$ 2.72
Fourth Quarter	\$ 3.04	\$ 2.09

Dividend Policy

No dividends have been paid since 1996 to the Graphic common stockholders. New Graphic does not intend to pay dividends at this time. Additionally, Graphic's credit facilities and the indentures governing its debt securities place substantial limitations on Graphic's ability to pay cash dividends on its common stock. New Graphic expects the credit facilities to be entered into in connection with the transactions to contain similar restrictions.

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RISK FACTORS

Risks Related to the Transactions

In addition to the other information included or incorporated by reference in this proxy statement/prospectus, Graphic stockholders should carefully consider the matters described below to determine whether to vote to adopt the transaction agreement and approve the transactions. Many of the risks described below are present with Graphic's current business activities and opportunities and will continue after the completion of the transactions.

The anticipated benefits of combining the operations of Graphic and Altivity may not be realized, and New Graphic may face difficulties integrating Altivity's operations.

Graphic and BCH entered into the transaction agreement with the expectation that the transactions would result in various benefits, including, among other things, cost synergies and operating efficiencies. However, the achievement of the anticipated benefits of the transactions, including the cost synergies, cannot be assured or may take longer than expected. In addition, New Graphic may not be able to integrate Altivity's operations with Graphic's existing operations without encountering difficulties, including:

inconsistencies in standards, systems and controls;

the diversion of management's focus and resources from ordinary business activities and opportunities;

difficulties in achieving expected cost savings associated with the transactions;

difficulties in the assimilation of employees and in creating a unified corporate culture;

challenges in retaining existing customers and obtaining new customers; and

challenges in attracting and retaining key personnel.

These risks may be exacerbated by the fact that Altivity is the result of the combination of the Smurfit-Stone Container Corporation's Consumer Packaging Division and the Field Companies in 2006, and Altivity continues to integrate these predecessor companies and receive integration support from Smurfit-Stone Container Corporation. As a result of these risks, New Graphic may not be able to realize the expected revenue and cash flow growth and other benefits that it expects to achieve from the transactions. In addition, New Graphic may be required to spend additional time or money on integration efforts that would otherwise have been spent on the development and expansion of its business and services.

Graphic and Altivity will be subject to business uncertainties and contractual restrictions in advance of the transactions, which could have a material adverse effect on their businesses.

Uncertainty about the effect of the transactions on customers or suppliers could cause customers, suppliers and others that deal with Graphic and Altivity to seek to change existing business relationships with Graphic and Altivity prior to the close of the transactions, which may have an adverse effect on New Graphic. In addition, if key employees depart because of issues relating to the uncertainty and difficulty of integration or a desire not to remain an employee of New Graphic, New Graphic's business could be materially affected. In addition, the transaction agreement restricts Graphic and Altivity, without the other party's consent, from making certain acquisitions and taking other specified

actions until the transactions occur or the transaction agreement terminates. These restrictions may prevent Graphic and Altivity from pursuing otherwise attractive business opportunities and making other changes to their businesses that may arise prior to completion of the transactions or termination of the transaction agreement.

The failure to complete the transactions could cause Graphic to incur significant fees and expenses and could lead to negative perceptions among investors, potential investors and customers.

In the event the transactions are not completed, Graphic may bear certain fees and expenses associated with the transactions that would not be offset by any benefits from the transactions, in addition to the

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significant costs incurred prior to any termination of the transaction agreement. In addition, investors, potential investors and customers may consider the failure to complete the transactions to be a significantly negative development regarding Graphic. The market price of Graphic common stock may reflect positive market assumptions that the transactions will be completed and the related benefits will be realized. As a consequence of any or all of the foregoing, Graphic's stock price may be negatively impacted by the failure to complete the transactions.

Graphic may waive one or more of the conditions to the transaction agreement that is important to you without your approval.

Each of the conditions to Graphic's obligation to complete the transactions may be waived, in whole or in part, by Graphic, to the extent permitted by applicable law. Graphic's board of directors will evaluate the materiality of any waiver to determine whether amendment of this proxy statement/prospectus and resolicitation of proxies is necessary. If Graphic's board of directors determines that a waiver is not significant enough to require resolicitation of its stockholders' proxies, it will have the discretion to complete the transactions without seeking further stockholder approval. See The Transaction Agreement and Agreement and Plan of Merger Conditions. Because certain conditions may not be satisfied prior to the date of the special meeting, there is a risk that Graphic's board of directors may waive a condition that is important to you without your approval.

The transactions are subject to various regulatory approvals, approval by Graphic stockholders and other customary closing conditions prior to consummation.

The transactions, which have been unanimously approved by the boards of directors of Graphic and New Graphic and the board of managers of BCH, are subject to various regulatory approvals, approval by Graphic's stockholders and other customary closing conditions. If the necessary approvals are not obtained by the contractual deadline of March 31, 2008 (which may be extended to May 31, 2008 if the delay relates solely to the failure to obtain antitrust approvals), the transactions may not be completed, which could cause Graphic's earnings or stock price to decline.

With respect to the approval required from the Federal Trade Commission and the Antitrust Division of the DOJ, a request was received on August 22, 2007 for additional information, commonly referred to as a second request, from the Antitrust Division of the DOJ regarding the transactions. The second request extends the waiting period imposed by the HSR Act until 30 days after the second request has been substantially complied with, unless that period is extended voluntarily by the parties or terminated sooner by the DOJ. In addition, the DOJ, the Federal Trade Commission or others could take additional action under the antitrust laws with respect to the transactions, including seeking to enjoin the consummation of the transactions before the effective time of the transactions or to impose conditions on, or to require divestitures relating to, the divisions, operations or assets of Graphic or BCH. These conditions or divestitures may jeopardize or delay completion of the transactions or may reduce the benefits of the transactions and negatively impact the pro forma financial information included in this proxy statement/prospectus. Even if all governmental approvals are obtained, no assurance can be given as to the terms, conditions and timing of the governmental approvals.

Certain directors and executive officers of Graphic may have interests in the transactions different from, or in addition to, the interests of other stockholders of Graphic.

Certain of the directors and executive officers of Graphic are parties to agreements or participate in other arrangements that give them interests in the transactions that are different from, or in addition to, your interests as a stockholder of Graphic. In voting on the adoption of transaction agreement and approval of the transactions, you should consider whether these interests may have influenced the decisions of Graphic's directors and executive officers in pursuing, executing, approving and recommending the transaction agreement and the transactions. These different interests include vesting of certain equity compensation awards, arrangements under certain executive officer

employment agreements, continuing board positions,

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indemnification obligations and reimbursement of certain legal fees and are described under The Transaction Interests of Graphic's Directors and Executive Officers in the Transactions.

Risks Relating to the Business of New Graphic

After completion of the transactions, New Graphic will be subject to many risks and uncertainties. Many of these risks are substantially similar to the risks currently faced by Graphic. New Graphic's risks and uncertainties include the following.

New Graphic will have significant debt that could negatively impact its business, and its credit ratings are anticipated to be less than investment grade.

New Graphic will be highly leveraged and will have pledged substantially all of its assets to secure its debt. Assuming hypothetically that the transactions were closed on June 30, 2007, on that date New Graphic would have total pro forma net debt (defined as total debt minus cash and cash equivalents) of \$3.1 billion, which includes:

debt outstanding under New Graphic's credit agreement, as amended or amended and restated in connection with the transactions, which is expected to include term loans in an aggregate outstanding principal amount at the time of the consummation of the transactions equal to \$2.2 billion and revolving loans in an aggregate outstanding principal amount equal to approximately \$5 million;

\$425 million of 8.5% Senior Notes;

\$425 million of 9.5% Senior Subordinated Notes; and

approximately \$15.2 million of other debt.

New Graphic's significant level of debt could:

make it difficult to satisfy its financial obligations, including debt service requirements;

limit its ability to obtain additional financing to operate its business;

limit its financial flexibility in planning for and reacting to business and industry changes;

impact the evaluation of its creditworthiness by counterparties to commercial agreements;

place it at a competitive disadvantage compared to less leveraged companies;

increase its vulnerability to general adverse economic and industry conditions, including changes in interest rates and volatility in commodity prices; and

require it to dedicate a substantial portion of its cash flows to payments on its debt, thereby reducing the availability of its cash flow for other purposes including its operations, capital expenditures and future business opportunities.

New Graphic may incur additional indebtedness as part of completing the transactions and in the future. If new debt is added to the current debt levels of New Graphic and its subsidiaries, the related risks that New Graphic and its subsidiaries face could increase significantly.

The payment of dividends on New Graphic common stock will be restricted and, moreover, subject to the discretion of New Graphic's board of directors.

The financing agreements under which certain of New Graphic's subsidiaries will be borrowers and New Graphic will be a guarantor will contain certain restrictions on the payment of dividends on New Graphic common stock similar to those to which Graphic is currently subject. See Per Share Market Price

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Information Dividend Policy. Moreover, even if permitted under New Graphic's financing agreements, dividend payments on New Graphic common stock will be at the discretion of New Graphic's board of directors. Graphic has not paid a dividend on its common stock since 1996, and New Graphic does not intend to pay dividends at this time.

New Graphic's access to the capital markets may be limited.

New Graphic will be a highly leveraged company that may require additional capital from time to time. Unlike those companies in New Graphic's industry that are investment grade and for which the capital markets are typically open, New Graphic's access to the capital markets may be limited (following the closing of the transactions). Moreover, the timing of any capital-raising transaction may be impacted by unforeseen events, such as strategic growth opportunities, which could require New Graphic to pursue additional capital in the near term. New Graphic's ability to obtain capital and the costs of such capital are dependent on numerous factors, including:

- general economic and capital market conditions;
- covenants in its existing debt and credit agreements;
- credit availability from banks and other financial institutions;
- investor confidence in New Graphic;
- its consolidated financial performance;
- its levels of indebtedness;
- its maintenance of acceptable credit ratings;
- its cash flow;
- provisions of tax and securities laws that may impact raising capital; and
- its long-term business prospects.

New Graphic may not be successful in obtaining additional capital for these or other reasons. An inability to access capital may limit New Graphic's ability to pursue development projects, plant improvements or acquisitions that it may rely on for future growth and to comply with regulatory requirements and, as a result, may have a material adverse effect on New Graphic's financial condition, results of operations and cash flows, and on its ability to execute its business strategy.

New Graphic will be dependent on key customers and strategic relationships, and the loss of or reduced sales to key customers or changes in these relationships could result in decreased revenues, lower cash flows and harm New Graphic's financial position.

The loss of one or more key customers or strategic relationships, or a declining market in which these customers reduce orders or request reduced prices, may result in decreased revenues, negatively impact New Graphic's cash flows and harm its financial condition. New Graphic's success will depend upon its relationships with the key customers of Graphic and Altivity, including Anheuser-Busch Companies, SABMiller plc, Molson Coors Brewing Company, numerous Coca-Cola and Pepsi bottling companies, Inbev, Asahi Breweries, Kraft Foods, Inc., General Mills, Inc. Nestle Group, Unilever, PepsiCo, Inc., The Schwann's Food Company, and Perseco, among others. Graphic's top ten

customers accounted for approximately 48% of its net sales in 2006, and Altivity's top ten customers accounted for approximately 29% of its net sales in 2006.

From time to time New Graphic's contracts with its customers will come up for renewal, and New Graphic may be unable to renew agreements with its key customers. New Graphic may not be able to enter contracts with new customers to replace any key customers or strategic relationships that are lost or reduced. In addition, Graphic's and Altivity's contracts typically do not require customers to purchase any minimum level of products and many of New Graphic's contracts will permit customers to obtain price quotations from its competitors, which New Graphic would generally have to meet to retain their business.

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New Graphic will face intense competition and, if it is unable to compete successfully against other manufacturers of packaging product solutions it could lose customers and its revenues may decline.

Graphic and Altivity currently are, and New Graphic will be, subject to strong competition. New Graphic has a number of large domestic and foreign competitors in the paperboard packaging industry. New Graphic's primary competitors in one or more of the segments in which it competes include Caraustar Industries, Inc., Cascades, Inc., Stora Enso (OYJ) Corporation, Ponderosa Paper, LLC, Klabin S.A., Hansol Paper Manufacturing Company, International Paper Company, MeadWestvaco Corporation (MeadWestvaco), Packaging Corporation of America, R.A. Jones & Company, Inc. and Rock-Tenn Company. In addition, companies not currently in direct competition with Graphic or Altivity may introduce competing products in the future, and New Graphic may face increasing competition from products imported from Asia and South America. There are also substitutes for paperboard packaging for many products currently packaged in paperboard, including plastic, corrugated and shrink-wrap packaging.

New Graphic's highly leveraged capital structure could limit its ability to respond to market conditions or to make necessary or desirable capital expenditures as quickly as its competitors. In addition, New Graphic could experience increased competition if there are new entrants in segments in which it operates. In beverage multiple packaging, cartons made from CUK board compete with plastics and corrugated packaging for packaging glass or plastic bottles, cans and other primary containers. Plastics and corrugated packaging generally provide lower-cost packaging solutions.

New Graphic's paperboard sales for use in consumer products packaging are affected by competition from other substrates, including CUK board, solid bleached sulfate and recycled clay-coated news and, internationally, white lined chip board and folding boxboard. Paperboard grades compete based on price, strength and printability. There are a large number of suppliers in paperboard packaging which are subject to significant competitive and other business pressures. Suppliers of paperboard compete primarily on the basis of strength and printability of their paperboard, quality, service and price. These grades of paperboard face substitution in folding carton applications for each other or by alternative substrates including corrugated paperboard, flexible packaging and a variety of paper and film laminated structures.

Significant increases in prices for raw materials, energy, transportation and other necessary supplies and services could adversely affect New Graphic's financial results.

Increases in the cost and availability of raw materials, including petroleum-based materials, the cost of energy, transportation and other necessary services could have an adverse effect on New Graphic's financial results. New Graphic may also be limited in its ability to pass along such cost increases to customers due to contractual provisions and competitive reasons.

There is no guarantee that New Graphic's efforts to reduce costs will be successful.

New Graphic will utilize a global continuous improvement initiative that uses statistical process control to help design and manage many types of activities, including production and maintenance. New Graphic's ability to implement successfully its business strategies and to realize anticipated savings is subject to significant business, economic and competitive uncertainties and contingencies, many of which are beyond New Graphic's control. These strategies include the infrastructure and reliability improvements at New Graphic's West Monroe mill. In addition, Altivity has been actively engaged in integrating the recently acquired Smurfit-Stone Container Corporation's Consumer Packaging Division and the Field Companies, and New Graphic will continue to focus on realizing cost savings from manufacturing network, overhead and supply chain improvements. If New Graphic cannot successfully implement the strategic cost reductions or other cost savings plans, it may not be able to compete successfully against other

manufacturers. In addition, any failure to generate anticipated efficiencies and savings could adversely affect New Graphic s financial results.

Loss of key management personnel could adversely affect New Graphic s business.

New Graphic s future success will depend, in significant part, upon the service of David W. Scheible, who will be its President and Chief Executive Officer, and Daniel J. Blount, who will be its Senior Vice

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President and Chief Financial Officer. New Graphic has employment agreements with each of these executive officers. The loss of the services of one or both of these executive officers could adversely affect its future operating results because of their experience and knowledge of New Graphic's business and customer relationships. New Graphic does not expect to maintain key person insurance on any of its executive officers.

Work stoppages and other labor relations matters may make it substantially more difficult or expensive for New Graphic to manufacture and distribute its products, which could result in decreased sales or increased costs, either of which would negatively impact New Graphic's financial condition and results of operations.

Approximately 46% of Graphic's and Altiivity's workforce is represented by labor unions, whose goals and objectives may differ significantly from New Graphic's. The collective bargaining agreements covering these employees expire between June 30, 2007 and April 30, 2011, with three agreements covering approximately 4% of the labor union workforce expiring in 2007, and seventeen agreements covering approximately 37% of the workforce expiring in 2008. Graphic is currently negotiating the agreements expiring on June 30, 2007 and October 15, 2007. Graphic or New Graphic may not be able to successfully negotiate agreements on terms that are advantageous to New Graphic without work stoppages or other labor difficulties. These events may also occur in the ordinary course of business apart from contract re-negotiations. In addition, labor organizing activities could occur at any of New Graphic's facilities. Increased unionization of the workforce or a prolonged disruption at any of New Graphic's facilities due to work stoppages or other labor difficulties could have a material adverse effect on its net sales, margins and cash flows. In addition, if new union agreements contain significant increases in wages or other benefits, New Graphic's margins would be adversely impacted.

New Graphic may not be able to adequately protect its intellectual property and proprietary rights, which could harm its future success and competitive position.

New Graphic's future success and competitive position depend in part upon its ability to obtain and maintain protection for certain proprietary carton and packaging machine technologies used in its products, particularly those incorporating the Fridge Vendor®, IntegraPak®, MicroFlex Q®, Micro-Rite®, Quilt Wave®, Qwik Crisp® and Z-Flute®, Alti-Kraft®, Alti-Print®, Cap-Sac®, DI-NA-Cal®, Force Flow®, Kitchen Master®, Lithoflute®, Lustergrip®, Master Impressions®, Master Coat®, Peel Pak®, Shape FX®, Soni-Lok®, Soni-Seal®, The Yard Master® technologies. Failure to protect New Graphic's existing intellectual property rights may result in the loss of valuable technologies or may require it to license other companies' intellectual property rights. It is possible that any of the patents owned by New Graphic may be invalidated, circumvented, challenged or licensed to others or any of its pending or future patent applications may not be issued within the scope of the claims sought by New Graphic, if at all. Further, others may develop technologies that are similar or superior to New Graphic's technologies, duplicate its technologies or design around its patents, and steps taken by New Graphic to protect its technologies may not prevent misappropriation of such technologies.

New Graphic will be subject to environmental, health and safety laws and regulations, and costs to comply with such laws and regulations, or any liability or obligation imposed under such laws or regulations, could negatively impact its financial condition and results of operations.

New Graphic will be subject to a broad range of foreign, federal, state and local environmental, health and safety laws and regulations that change from time to time, including those governing discharges to air, soil and water, the management, treatment and disposal of hazardous substances, solid waste and hazardous wastes, the investigation and remediation of contamination resulting from historical site operations and releases of hazardous substances, and the health and safety of employees. Compliance initiatives could result in significant costs, which could negatively impact New Graphic's financial position, results of operations or cash flows.

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Any failure to comply with such laws and regulations or any permits and authorizations required thereunder could subject New Graphic to fines, corrective action or other sanctions.

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

New Graphic's operations outside the U.S. will be subject to the risks of doing business in foreign countries.

New Graphic will have a mill and several converting plants in 7 foreign countries and will sell its products worldwide. For 2006, before intercompany eliminations, net sales from operations outside of the U.S. represented approximately 21% of Graphic's net sales and approximately 5% of BCH's net sales. New Graphic's revenues from export sales will fluctuate with changes in foreign currency exchange rates. At December 31, 2006, approximately 8% of Graphic's total assets and approximately 4% of BCH's total assets were denominated in currencies other than the U.S. dollar. New Graphic will have significant operations in countries that use the Swedish krona, the British pound sterling, the Australian dollar, the Japanese yen, the Euro, the Canadian dollar and the Mexican peso as their functional currencies. New Graphic cannot predict major currency fluctuations. New Graphic will continue to pursue Graphic's currency hedging program in order to limit the impact of foreign currency exchange fluctuations on financial results.

New Graphic will be subject to the following significant risks associated with operating in foreign countries:

compliance with and enforcement of environmental, health and safety and labor laws and other regulations of the foreign countries in which New Graphic operates;

export compliance;

imposition or increase of withholding and other taxes on remittances and other payments by foreign subsidiaries; and

imposition or increase of investment and other restrictions by foreign governments.

If any of the above events were to occur, New Graphic's financial position, results of operations or cash flows could be adversely impacted, possibly materially.

If New Graphic issues a material amount of its common stock in the future, certain New Graphic stockholders sell a material amount of New Graphic common stock, or a material amount of interests in the indirect stockholders of New Graphic are sold, New Graphic's ability to use its net operating losses to offset its future taxable income may be limited under Section 382 of the Internal Revenue Code.

New Graphic's ability to utilize previously incurred net operating losses (NOLs) of Graphic to offset future taxable income would be reduced if New Graphic were to undergo an ownership change within the meaning of Section 382 of the Internal Revenue Code. In general, an ownership change occurs whenever the percentage of the stock of a corporation owned, directly or indirectly, by 5-percent stockholders (within the meaning of Section 382 of the Internal Revenue Code) increases by more than 50 percentage points over the lowest percentage of the stock of such corporation owned, directly or indirectly, by such 5-percent stockholders at any time over the preceding three years. Under certain circumstances, issuances of New Graphic common stock by New Graphic or sales or other dispositions

of New Graphic common stock by the Coors Family Stockholders, the CDR Fund, EXOR, the TPG Entities or other stockholders could trigger an ownership change, and New Graphic will have limited control over the timing of any such issuances, sales or other dispositions of New Graphic common stock. Additionally, under certain circumstances, issuances, sales or other dispositions of interests in the CDR Fund, the TPG Entities or other stockholders

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could trigger an ownership change, and New Graphic will have no control over the timing of any such issuances, sales or other dispositions of interests in such entities. Any such future ownership change could result in limitations, pursuant to Section 382 of the Internal Revenue Code, on New Graphic's utilization of NOLs to offset its future taxable income.

More specifically, depending on prevailing interest rates and New Graphic's market value at the time of such future ownership change, an ownership change under Section 382 of the Internal Revenue Code would establish an annual limitation which might prevent full utilization of the deferred tax assets attributable to Graphic's previously incurred NOLs against the total future taxable income of a given year. The transactions will increase the likelihood that previously incurred NOLs will become subject to the limitations set forth in Section 382 of the Internal Revenue Code. If such an ownership change were to occur, New Graphic's ability to raise additional equity capital may be adversely affected.

The magnitude of such limitations and their effect on New Graphic is difficult to assess and depends in part on New Graphic's value at the time of any such ownership change and prevailing interest rates. For accounting purposes, at December 31, 2006, Graphic's United States federal net operating loss was approximately \$1.3 billion and the related deferred tax asset attributable to its previously incurred NOLs was valued at approximately \$514.3 million fully offset by a corresponding valuation allowance. Graphic believes that it has generated material incremental NOLs in 2007.

Risks Associated with New Graphic Common Stock

The value of the shares of New Graphic common stock that you receive upon the completion of the transactions may be less than the value of your shares of Graphic common stock as of the date of the transaction agreement or on the date of the special meeting.

The exchange ratio of Graphic common stock for New Graphic common stock in the merger, as well as the number of shares to be issued to the Sellers, is fixed and will not be adjusted in the event of any change in the stock price of Graphic or the value of BCH before the completion of the transactions. The relative price of shares of Graphic common stock and the value of BCH may vary significantly between the date of this proxy statement/prospectus, the date of the special meeting and the date of the completion of the transactions. These variations may be caused by, among other things, changes in the businesses, operations and results of Graphic or BCH, market expectations of the likelihood that the transactions will be completed and the timing of completion, the prospects of post-transaction operations, the effect of any conditions or restrictions imposed on or proposed with respect to New Graphic by regulatory agencies and authorities, general market and economic conditions and other factors. In addition, it is impossible to predict accurately the market price of New Graphic common stock to be received by Graphic stockholders after the completion of the transactions. Accordingly, the price of Graphic common stock on the date of the special meeting may not be indicative of its price immediately before the completion of the transactions and the price of New Graphic common stock after the transactions are completed.

A few significant stockholders may influence or control the direction of New Graphic's business. If the ownership of New Graphic common stock continues to be highly concentrated, it may limit the ability of you and other stockholders to influence significant corporate decisions.

The interests of the Coors Family Stockholders, the CDR Fund, EXOR and the TPG Entities may not be fully aligned with your interests and this could lead to a strategy that is not in your best interest. Following the completion of the transactions, the Coors Family Stockholders, the CDR Fund and EXOR will beneficially own approximately 18.4%, 10.0% and 10.0%, respectively, and the TPG Entities will own approximately 38.6% of New Graphic common stock, each calculated on a fully diluted basis. As a result, the Coors Family Stockholders, the CDR Fund, EXOR and the TPG Entities will exercise significant influence over matters requiring stockholder approval. New Graphic has entered

into a new stockholders agreement that will become effective upon the completion of the transactions, pursuant to which the Coors Family Stockholders, the CDR Fund, EXOR and the TPG Entities will have the right to designate for nomination for election, in the aggregate, six members of New Graphic s board of directors following the completion of the transactions. The concentrated holdings of the Coors Family Stockholders, the CDR Fund, EXOR and the TPG Entities and the

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presence of their designees on New Graphic's board of directors may delay or deter possible changes in control of New Graphic, which may reduce the market price of New Graphic, or may otherwise result in New Graphic either taking actions that New Graphic's other stockholders do not support or failing to take actions that New Graphic's other stockholders do support. See Other Agreements Stockholders Agreement and Description of New Graphic Capital Stock.

New Graphic stockholders may be adversely affected by the expiration of the transfer restrictions in the stockholders agreement, which would enable the Coors Family Stockholders, the CDR Fund, EXOR and the TPG Entities to transfer a significant percentage of their New Graphic common stock to a third party.

The transfer provisions in the stockholders agreement, subject to specified exceptions (see Other Agreements Stockholders Agreement Transfer Restrictions), restrict the covered stockholders from transferring shares of New Graphic common stock. Many of these restrictions will expire 180 days from the date of the closing of the transactions.

When the transfer restrictions in the stockholders agreement expire or are terminated, the covered stockholders will be free to sell their shares of New Graphic common stock, subject to certain exceptions and limitations under the securities laws, to any person on the open market, in privately negotiated transactions or otherwise in accordance with law. In addition, at any time after 180 days from the date of the closing of the transactions, the covered stockholders will be able to exercise their rights, subject to certain limitations, to require New Graphic to register their shares of New Graphic common stock for resale in a public offering. These sales or transfers could create a substantial decline in the price of shares of New Graphic common stock. See Other Agreements Stockholders Agreement and Other Agreements Registration Rights Agreement.

New Graphic's proposed certificate of incorporation, by-laws, stockholder rights plan and Delaware law may discourage takeovers and business combinations that its stockholders might consider in their best interests.

Provisions in New Graphic's proposed certificate of incorporation and by-laws attached to this proxy statement/prospectus as Annexes B and C, respectively, New Graphic's proposed stockholder rights plan and provisions of Delaware corporate law, may delay, deter, prevent or render more difficult a takeover attempt which is not approved by New Graphic's board of directors but which New Graphic stockholders might consider in their best interests. These provisions include:

authorization of the issuance of preferred stock, the terms of which may be determined at the sole discretion of the board of directors;

a classified board of directors with staggered, three-year terms;

provisions giving the board of directors sole power to set the number of directors;

limitation on the ability of stockholders to remove directors;

prohibition on stockholders calling special meetings of stockholders;

establishment of advance notice requirements for stockholder proposals and nominations for election to the board of directors at stockholder meetings; and

requirement that the holders of at least 75% of outstanding common stock approve the amendment of New Graphic's by-laws and provisions of New Graphic's certificate of incorporation governing the classified board

and the liability of directors.

These provisions may prevent New Graphic stockholders from receiving the benefit from any premium to the market price of New Graphic common stock offered by a bidder in a takeover context. Even in the absence of a takeover attempt, the existence of these provisions may adversely affect the prevailing market price of New Graphic common stock if they are viewed as discouraging takeover attempts in the future. These provisions may also make it difficult for stockholders to replace or remove New Graphic's management. See Description of New Graphic Capital Stock.

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SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This proxy statement/prospectus includes or incorporates by reference statements reflecting assumptions, expectations, projections, intentions or beliefs about future events that are intended as forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended. All statements included or incorporated by reference in this proxy statement/prospectus, other than statements of historical fact, that address activities, events or developments that New Graphic or its management expects, believes or anticipates will or may occur in the future are forward-looking statements. These statements represent New Graphic's reasonable judgment regarding the future based on various factors and using numerous assumptions and are subject to known and unknown risks, uncertainties and other factors that could cause, among other statements, the actual results and financial position of New Graphic and the effects and consequences of the transactions to differ materially from those contemplated by the statements. You can identify these statements by the fact that they do not relate strictly to historical or current facts. They may use words such as anticipate, estimate, project, forecast, plan, may, will, should, expect, words of similar meaning. In addition to factors previously disclosed in Graphic's SEC reports and those identified elsewhere in this proxy statement/prospectus, including those matters discussed under the caption Risk Factors the following factors, among others, could cause actual results to differ materially from forward-looking statements or historical performance:

the ability of Graphic and BCH to complete the transactions;

the success of the business of New Graphic after the completion of the transactions;

the successful integration of Graphic and BCH after the completion of the transactions;

the anticipated benefits of combining Graphic and BCH;

beliefs and assumptions about costs relating to the transactions and integrating Graphic and BCH;

inflation of and volatility in raw material and energy costs;

New Graphic's substantial amount of debt;

continuing pressure for lower cost products;

New Graphic's ability to implement its business strategies, including productivity initiatives and cost reduction plans;

currency movements and other risks of conducting business internationally;

the impact of regulatory and litigation matters, including those that impact New Graphic's ability to protect and use its intellectual property;

the availability of net operating losses to offset future taxable income; and

the interests and actions of the Coors Family Stockholders, the CDR Fund, EXOR and the TPG Entities and the implications of these stockholders' significant influence over New Graphic.

Undue reliance should not be placed on such forward-looking statements, as such statements speak only as of the date on which they are made and New Graphic undertakes no obligation to update such statements.

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THE SPECIAL MEETING

General

The Graphic board of directors is using this proxy statement/prospectus to solicit proxies from the holders of shares of Graphic common stock for use at the special meeting. This proxy statement/prospectus and accompanying proxy card are first being mailed to Graphic stockholders on or about [redacted], 2007.

Date, Time and Place of the Special Meeting

Graphic will hold its special meeting of stockholders on [redacted], [redacted], 2007, at 10:00 a.m., local time, at the offices of Alston & Bird LLP, Atlantic Center Plaza, 1180 West Peachtree Street, 15th Floor, Atlanta, Georgia 30309, or at any reconvened meeting after an adjournment or postponement of the special meeting.

Purpose of the Special Meeting

At the special meeting, holders of Graphic common stock will be asked (1) to adopt the transaction agreement and approve the transactions, (2) to approve the provisions in New Graphic's restated certificate of incorporation authorizing 1.1 billion shares of capital stock, including 1 billion shares of common stock and 100 million shares of preferred stock and (3) to approve any proposal by Graphic to adjourn or postpone the special meeting, if determined to be necessary.

The Graphic board of directors has unanimously approved the transaction agreement and the transactions and recommends that Graphic stockholders vote FOR the adoption of the transaction agreement and the approval of the transactions, FOR the proposal to approve provisions of New Graphic's restated certificate of incorporation authorizing additional capital stock and FOR the adjournment or postponement of the special meeting, if determined to be necessary. Implementation of the proposal relating to the authorization of additional capital stock is conditioned upon the adoption of the transaction agreement and approval of the transactions.

Record Date and Outstanding Shares

The Graphic board of directors has fixed the close of business on [redacted], 2007 as the record date for determining holders of outstanding shares of Graphic common stock entitled to notice of, and to vote at, the special meeting or any adjournment or postponement of the special meeting. As of the record date, there were outstanding [redacted] shares of Graphic common stock held of record by [redacted] stockholders. Graphic common stock is the only class of outstanding securities entitled to notice of, and to vote at, the special meeting. Each holder of Graphic common stock is entitled to one vote at the special meeting for each share of Graphic common stock held by that stockholder at the close of business on the record date.

Quorum

In order to carry out the business of the special meeting, there must be a quorum. This means that at least one-third (1/3) of the outstanding shares eligible to vote must be represented at the special meeting, either by proxy or in person. Proxies received but marked as abstentions and broker non-votes will be included in the calculation of the number of votes present at the special meeting for purposes of calculating whether a quorum is present.

Vote Required

Adoption of the transaction agreement and approval of the transactions and approval of the provisions of New Graphic's restated certificate of incorporation increasing the authorized capital stock requires the affirmative vote of a majority of the issued and outstanding shares of Graphic common stock. In accordance with the rules of the NYSE, brokers, banks and other nominees who hold shares in street name for customers may not exercise discretionary voting authority with respect to the adoption of the transaction agreement and

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the approval of the transactions. Thus, absent specific instructions from the beneficial owner of such shares, brokers, banks and other nominees may not vote such shares with respect to the adoption of the transaction agreement and the approval of the transactions. Shares represented by these broker non-votes will not vote, effectively counting as votes

AGAINST the proposal to adopt the transaction agreement and approve the transactions and the proposal to approve provisions of New Graphic's restated certificate of incorporation increasing the authorized capital stock of New Graphic. Abstentions also have the same effect as shares voted AGAINST the proposal to adopt the transaction agreement and approve the transactions.

Approval of a proposal to adjourn or postpone the special meeting, if determined to be necessary, requires the affirmative vote of holders of a majority of the shares present in person or by proxy and entitled to vote at the special meeting (whether or not a quorum is present). Abstentions and broker non-votes with respect to the adjournment or postponement of the special meeting, if determined to be necessary, will have the effect of a vote against such proposal.

Voting Agreement

Pursuant to the voting agreement, dated as of July 9, 2007, entered into by and among BCH, Graphic, the Coors Family Stockholders, the CDR Fund and EXOR, each of the Coors Family Stockholders, the CDR Fund and EXOR has agreed to vote all of its shares of Graphic common stock, subject to certain exceptions, in favor of adopting the transaction agreement and approving the transactions and any other action reasonably requested by BCH in furtherance thereof. The Coors Family Stockholders, the CDR Fund and EXOR collectively hold 129,376,414 issued and outstanding shares of Graphic common stock, which represented approximately 65% of the total number of shares of Graphic common stock issued and outstanding as of July 9, 2007 and as of the record date. See The Transactions Voting Agreement.

As of the record date, Graphic's executive officers and directors (excluding representatives of the Coors Family Stockholders, the CDR Fund and EXOR) had the right to vote less than 1% of the shares of Graphic common stock outstanding and entitled to vote at the special meeting. Graphic's directors and executive officers have indicated their intention to vote their shares of Graphic common stock for the adoption of the transaction agreement and the approval of the transactions.

Solicitation of Proxies

Graphic will bear the cost of soliciting proxies. Proxies may be solicited by mail or facsimile, or by Graphic's directors, officers or employees, without extra compensation, in person or by telephone. Graphic will reimburse brokers, banks and other nominees for their reasonable out-of-pocket expenses for forwarding solicitation material to the beneficial owners of Graphic common stock.

Questions concerning the proposal to be acted upon at the special meeting should be directed to Graphic's Investor Relations Department at (770) 644-3000. Additional copies of this proxy statement/prospectus or the proxy card may be obtained from Graphic's Investor Relations Department at its principal executive office at 814 Livingston Court, Marietta, Georgia 30067, and the telephone number is (770) 644-3000. For a period of at least ten days prior to the special meeting, a complete list of stockholders entitled to vote at the special meeting will be available for inspection during ordinary business hours at Graphic's executive offices by stockholders of record for proper purposes.

Revocation of Proxies

The enclosed proxy, even though executed and returned, may be revoked at any time before the special meeting by:

executing and submitting a revised proxy (including a telephone or Internet vote);

sending written notice of revocation to Graphic s Secretary at the address provided at the beginning of this proxy statement/prospectus; or

voting in person at the special meeting.

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In the absence of a revocation, shares represented by proxies submitted in response to this solicitation will be voted at the special meeting.

Voting by Telephone or Internet

Stockholders of record can simplify their voting and reduce Graphic's costs by voting their shares by telephone or through the Internet. The telephone and Internet voting procedures are designed to authenticate stockholders' identities, allow stockholders to vote their shares and confirm that their instructions have been properly recorded. If your shares are held in the name of a broker, bank or other nominee, the availability of telephone and Internet voting will depend upon the voting processes of the broker, bank or other nominee. Accordingly, stockholders should follow the voting instructions on the form they receive from their broker, bank or other nominee.

Stockholders who elect to vote by telephone or through the Internet may incur telecommunications and Internet access charges and other costs for which they are solely responsible. The telephone and Internet voting facilities for stockholders of record will close at 11:59 p.m., Eastern Time, on [1], 2007. Instructions for voting by telephone or through the Internet are contained on the enclosed proxy card. Voting your shares by telephone or through the Internet will not affect your right to vote in person if you decide to attend the special meeting; however, if you attend and vote at the special meeting, any votes you cast previously via telephone or the Internet will automatically be revoked and superseded by the votes cast at the special meeting.

Voting by Mail

Stockholders who elect to vote by mail are asked to sign, date and return the enclosed proxy card using the postage-paid envelope provided. The persons named as proxies on the proxy card were designated by the Graphic board of directors. All shares represented by properly executed proxies received in time for the special meeting will be voted at the special meeting in the manner specified by the stockholders giving those proxies. Properly executed proxies that do not contain voting instructions will be voted FOR the adoption of the transaction agreement and approval of the transactions and FOR any proposal by Graphic to adjourn or postpone the special meeting.

Special Meeting Attendance and Voting in Person

Only stockholders, their designated proxies and guests of Graphic may attend the special meeting. If you plan to attend the special meeting, you must be a stockholder of record as of [1], 2007 or, if you have beneficial ownership of shares of Graphic common stock held by a broker, bank or other nominee, you must bring an account statement or letter from your broker, bank or other nominee showing that you are the beneficial owner of shares of Graphic common stock as of the record date in order to be admitted to the special meeting.

If your shares are held by a broker, bank or other nominee and you wish to vote your shares in person at the special meeting, please also bring a letter from your broker, bank or other nominee granting you a proxy to vote those shares at the special meeting.

Dissenters' Rights

Although Graphic stockholders that are not subject to the voting agreement may vote against adoption of the transaction agreement and approval of the transactions, under no circumstances are holders of Graphic common stock entitled to dissenters' rights of appraisal under Delaware law in connection with the transactions.

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THE TRANSACTIONS

Background of the Transactions

In 2006, having substantially completed the integration of Graphic Packaging International Corporation and Riverwood Holding, Inc. and related business optimization initiatives, Graphic began exploring various strategic alternatives to strengthen its business, expand its product offerings, and increase stockholder value, including potential acquisitions and business combinations.

In October and November 2006, representatives of Goldman Sachs, Graphic's financial advisor, met several times with Stephen M. Humphrey, President and Chief Executive Officer of Graphic, and David W. Scheible, then Senior Vice President and Chief Operating Officer and, as of January 1, 2007, President and Chief Executive Officer of Graphic, to discuss a potential transaction with Altivity.

On October 24, 2006 Messrs. Humphrey and Scheible and representatives of Goldman Sachs met with Michael G. MacDougall, a partner of TPG and a member of the Altivity board of directors, and discussed briefly the potential for a transaction between Graphic and Altivity.

On November 16, at a regularly scheduled meeting of the Graphic board of directors, representatives of Goldman Sachs discussed several potential acquisition opportunities for Graphic, including Altivity. At this meeting, the Graphic board of directors authorized the retention of Goldman Sachs to assist it in evaluating a potential transaction with Altivity and authorized Graphic management to continue their work in such regard. After the adjournment of the Graphic board meeting, Graphic executed an engagement letter with Goldman Sachs.

During November and December 2006, Goldman Sachs and Graphic management commenced a preliminary financial analysis of the Altivity business and began to evaluate strategic considerations related to the acquisition of Altivity by Graphic based on publicly available information and the limited information exchanged by the parties.

On December 21, the Graphic board of directors held a special meeting by teleconference to discuss the preliminary financial analysis of the Altivity business. Goldman Sachs and Graphic management discussed the results of this valuation and answered questions from the board of directors. At the conclusion of this meeting, the Graphic board of directors authorized Goldman Sachs to begin discussions with TPG regarding a transaction in which Graphic would acquire Altivity.

During late December and early January, Mr. Scheible and representatives of Goldman Sachs held several conversations with Mr. MacDougall and other representatives of TPG to discuss a potential combination of Graphic and Altivity and to exchange further limited information on the two companies.

On January 9, 2007, Mr. Scheible held an introductory meeting with Altivity and TPG representatives in Chicago to discuss the business and prospects of Graphic and Altivity and the potential for a transaction between the two companies. As a result of the favorable discussions at this meeting, the parties agreed to conduct preliminary due diligence activities and to exchange limited non-public information about their respective businesses. On January 10, TPG, Altivity and Graphic signed a customary reciprocal confidentiality agreement.

During January, the parties exchanged limited, high level due diligence materials and conducted discussions about the Graphic and Altivity businesses and the potential benefits of a combination of the two companies.

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On January 29 and 30, Mr. Scheible, Daniel J. Blount, Senior Vice President and Chief Financial Officer, Michael P. Doss, Senior Vice President, Consumer Products Packaging, other representatives of Graphic and Goldman Sachs met with Mr. MacDougall, Nathan Wright, Jeffrey Liaw and Benjamin Landis, representatives of TPG, Lawrence I. Field, a member of Altivity's board of directors and the President of Field Holdings, Inc., George V. Bayly, Chairman and interim Chief Executive Officer of Altivity, Donald Sturdivant, Executive Vice

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President of Operations of Altivity, and representatives of Altivity's financial advisor, Banc of America Securities LLC. At this meeting, the parties discussed their respective businesses and financial performance as well as the benefits and challenges of a combination. Based upon these initial discussions, the parties agreed to initiate a process to further explore a transaction including high level discussions regarding the financial performance and outlook of the respective businesses.

On February 8, the Graphic board of directors held a special meeting by teleconference to discuss the potential transaction with Altivity and related matters. Mr. Scheible and representatives of Goldman Sachs reported on the meeting among the parties at the end of January. At this meeting, the Graphic board of directors authorized management to expand its due diligence investigation of Altivity and discussions with Altivity and TPG and their advisors regarding a potential transaction.

During the remainder of February, the parties continued high level due diligence investigations focused primarily on the historical financial performance and prospective outlook for the respective businesses and worked with their respective financial advisors to determine an appropriate ownership split in the combined entity between the equity holders of each company in a potential combination transaction.

On March 2, the Graphic board of directors held a special meeting by teleconference to discuss the progress of the company's investigation of a potential transaction with Altivity. At this meeting, representatives of Goldman Sachs discussed their preliminary financial analysis relating to a potential transaction with Altivity, and the board and management discussed potential valuation ranges for Altivity and other proposed principal terms of a potential transaction, including board composition and other governance matters. The Graphic board of directors then authorized Goldman Sachs to discuss with Altivity's financial advisors a proposed division of ownership interests in a combined entity prepared by Graphic management and other principal terms of a potential transaction.

On March 6, based on the then-known information and subject to confirmatory due diligence, Goldman Sachs, on behalf of Graphic, had discussions with TPG and Altivity's financial advisor relating to preliminary terms of a potential transaction in which Graphic proposed that the owners of BCH would receive 40% of Graphic's common stock in exchange for their ownership interests in BCH and the Graphic stockholders would retain 60% of Graphic's common stock. Graphic also proposed that the post-closing Graphic board of directors be comprised of a majority of independent directors with Graphic designating five of the independent directors and TPG designating one independent director and the balance of the board to be comprised of two TPG designees, one designee from each of the Coors Family Stockholders, the CDR Fund and EXOR and the Chief Executive Officer of Graphic. In addition, Graphic proposed that the current Graphic Chairman of the Board John R. Miller would become Chairman of the Board of the combined company, that Mr. Scheible would become President and Chief Executive Officer and that the headquarters of the combined business would be in Atlanta, Georgia. The proposal also noted that there would be a registration rights agreement with customary terms and a stockholders agreement that was generally consistent with the terms of the existing Graphic stockholders agreement.

The parties participated in several telephonic discussions regarding the preliminary terms between March 6 and March 14. Among other things, later in the week of March 6, BCH's financial advisors, at the direction of Altivity, proposed to Goldman Sachs that Altivity's owners should receive 45% of the common stock of the combined company and greater governance rights in the combined company. On March 14, Graphic again proposed that the equity holders of BCH should receive 40% of the combined company and that the current Graphic stockholders should receive 60% of the combined company, in each case on a fully diluted basis and subject to adjustments relating to the apportionment of transaction costs. The parties continued to discuss the ownership split proposed by Graphic and the other Graphic proposed terms, including board composition over the next two weeks. During these discussions, TPG indicated that it would be a condition to any transaction that each of the Coors Family Stockholders, the CDR Fund and EXOR, agree to support the transaction.

Also during this period, Graphic, TPG and their respective financial and legal advisors began preliminary discussions regarding potential transaction structures that would provide the owners of BCH with tax-free

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treatment of any Graphic common stock received in the transaction, which was also indicated by TPG to be a requirement of a transaction with Graphic.

On March 28 and April 9, the Graphic board of directors held special meetings by teleconference to discuss the proposed principal terms. At these board meetings, management and representatives of Goldman Sachs updated the board as to the status of negotiations with TPG regarding the potential transaction with Altivity. Also, at the board meeting on April 9, representatives of Alston & Bird LLP, legal advisors to Graphic, advised the directors as to their fiduciary duties under Delaware law and discussed issues relating to the transaction and the issuance to affiliates of TPG of a significant percentage of Graphic's outstanding common stock.

On April 13, Graphic distributed a term sheet that included modified proposals regarding board composition and other governance matters. Discussions were held during this week among Messrs. Miller, Scheible, MacDougall and Liaw and Graphic's and TPG's respective financial advisors regarding board composition and other governance matters.

In late April, based on the progress reached with respect to the principal terms and the preliminary results of high level due diligence, the parties agreed to conduct more detailed due diligence investigations. During late April through early June, the parties performed detailed due diligence, including several meetings among Graphic and its advisors and TPG, Altivity and their advisors.

During April and May, the parties held several meetings with a consulting firm to discuss potential cost savings and other cost synergies from a combination of the two companies.

Also during this period, the parties and their advisors agreed on the proposed structure of the transaction involving the creation of a new holding company as described in detail elsewhere in this proxy statement/prospectus.

On May 15, the Graphic board of directors held a meeting and discussed the status of the transaction and due diligence. Messrs. Blount and Scheible reported on the status of the discussions between the parties and the progress of due diligence. Graphic's legal advisor discussed some of the specific governance provisions being negotiated, including the board composition and proposed standstill provisions that would, among other things, restrict TPG from acquiring additional shares of Graphic common stock after completion of the transactions. Graphic's legal advisors also advised the directors as to their fiduciary duties under Delaware law and discussed potential issues relating to the antitrust clearance process in connection with the potential transaction. The directors discussed the status of the proposed transaction and due diligence and asked questions of management and Graphic's financial and legal advisors.

From May 15 through May 17, Messrs. Scheible, Blount and Doss, and other Graphic representatives met with Messrs. Liaw, Wright, Sturdivant, Landis and Byczynski and other TPG and Altivity representatives for mutual management presentations and discussions regarding year-to-date performance, 2007 full-year forecast and potential cost savings opportunities. The meeting was also attended by representatives of the legal, financial and other advisors to Graphic and Altivity.

On May 16, Mr. Scheible met with Kelvin L. Davis, a senior partner of TPG, to discuss the management team of the new combined company, as well as potential approaches to appoint key managers following the close of the transactions.

On May 25, Altivity's legal advisors, Simpson Thacher & Bartlett LLP, circulated an initial draft transaction agreement and agreement and plan of merger. On May 29, Graphic's legal advisors circulated an initial draft stockholders agreement and registration rights agreement.

On June 4, Altivity's legal advisors circulated an initial draft voting agreement that contemplated that the Coors Family Stockholders, the CDR Fund and EXOR would agree to vote all of the shares of Graphic common stock owned by them in favor of the adoption of the transaction agreement at the special meeting of Graphic stockholders that would be called to consider the transaction agreement.

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On June 5, representatives of TPG, Altivity and Graphic, including their respective legal and financial advisors, met to discuss plans to finalize their respective due diligence processes. At this meeting, it was decided that KPMG, Graphic's accounting advisor, would be granted additional access to Altivity management to finalize their diligence.

Representatives from KPMG and Mr. Blount traveled to Altivity's offices in the Chicago area on June 7 to spend additional time with management on key open diligence points, primarily related to the cost savings initiatives at Altivity.

Also on June 5, Graphic's legal advisors delivered to Altivity's legal advisors comments on the draft transaction agreement. During the period from June 5 through July 9, Graphic's and Altivity's legal advisors negotiated the provisions of the transaction agreement and the related disclosure schedules. The negotiations, among other things, addressed the nature of the representations and warranties to be made by the parties, the limitations on the conduct of business between signing and closing, the extent of Graphic's obligation to take actions to obtain requisite regulatory approvals, the parties' respective rights and obligations in the event a third party sought to make a takeover proposal for Graphic and various provisions relating to termination fees and expense reimbursements.

In addition, during that period, Graphic's and Altivity's legal advisors, together with representatives of and advisors to the Coors Family Stockholders, the CDR Fund and EXOR, negotiated the provisions of the voting agreement, the stockholders agreement and the registration rights agreement. The negotiations, among other things, addressed the circumstances under which these stockholders would be required to vote their shares of Graphic common stock in favor of the transaction agreement and transactions, board and committee composition and related designation rights, the mechanics, timing and limitations under which these stockholders could sell New Graphic common stock, and the restrictions and limitations on the ability of the parties to acquire additional shares of New Graphic common stock and to take other actions with respect to controlling New Graphic after completion of the transactions.

On June 6 and 7, Messrs. Blount and Liaw and other representatives from Graphic and Altivity held several conference calls with potential lenders regarding the transaction financing. Throughout this period and through July 8, representatives of Graphic, in particular Mr. Blount, with the assistance of potential financing sources, including representatives of TPG, negotiated the terms of the financing for the transactions with representatives of a bank group that included Bank of America, N.A., Goldman Sachs Credit Partners, L.P. and JPMorgan Chase Bank, N.A.

On June 11, the Graphic board of directors, together with Graphic's legal and financial advisors, met by telephone. During this meeting, Messrs. Scheible and Blount updated the directors on the status of the negotiations of the transactions. They also provided a summary of due diligence conducted by representatives of and advisors to Graphic. In addition, Goldman Sachs discussed a preliminary financial analysis of Altivity, and Graphic's legal advisor discussed some of the principal transaction terms. The directors asked management and Graphic's financial and legal advisors questions related to these matters and discussed the information presented.

On June 12, representatives of the Coors Family Stockholders, the CDR Fund, EXOR, Messrs. MacDougall and Liaw and representatives of Graphic's and Altivity's financial and legal advisors met in New York to discuss the prospects of the combined company and to negotiate terms of the stockholders and registration rights agreement, including, among other things, board and committee composition and related designation rights, the mechanics, timing and limitations under which these stockholders could sell New Graphic common stock, and the restrictions and limitations on the ability of the parties to acquire additional shares of New Graphic common stock and to take other actions with respect to controlling New Graphic after completion of the transactions.

On June 14, Messrs. Blount and Liaw met by telephone to discuss the status of the financing for the transaction and related matters.

On June 15, Messrs. Scheible and Liaw and a representative of the Coors Family Stockholders met to discuss issues relating to the mechanics, timing and limitations under which the stockholders could sell New Graphic common stock following the transactions.

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On June 22, Messrs. Scheible and Liaw continued ongoing discussions regarding the calculation of shares of New Graphic common stock to be issued to the Graphic stockholders and the equity holders of BCH in the proposed transactions. These discussions continued until shortly before the announcement of the transaction agreement in July.

On June 25, the Graphic board of directors held a special meeting by teleconference to discuss the status of the transaction. Representatives of Graphic's financial and legal advisors were also in attendance.

On July 2, Mr. Scheible, representatives of TPG and representatives of Graphic's and Altivity's financial and legal advisors held a conference call in which they negotiated and finalized substantially all remaining issues in the transaction documents, including the number of shares to be issued to the equity holders of BCH in the transactions.

On July 9, the Graphic board of directors held a telephonic meeting, which was attended by Graphic's legal and financial advisors. At the meeting, Graphic's legal advisors summarized the principal terms of the draft transaction agreement and voting agreement, including the key deal protection provisions, the stockholders agreement and registration rights agreement, and again reviewed the fiduciary duties of the directors under Delaware law. Goldman Sachs reviewed its final financial analysis and rendered its oral opinion (subsequently confirmed in writing) to the Graphic board of directors that, as of July 9, 2007, and based upon and subject to the factors and assumptions therein, the 139,445,038 shares of New Graphic common stock, taken in the aggregate, to be issued by New Graphic in exchange for 100% of the outstanding equity interests in BCH pursuant to the transaction agreement was fair from a financial point of view to Graphic. The board of directors then discussed with Graphic's management team and its legal and financial advisors the terms of the proposed transactions and, based on the factors outlined below under

Reasons for the Transactions and Recommendation of the Graphic Board of Directors, determined to proceed with the proposed transactions. The Graphic board of directors, by unanimous vote, determined that the transaction agreement and the transactions were advisable, fair to and in the best interests of Graphic stockholders, and unanimously approved the transaction agreement and the transactions and the voting agreement, the stockholders agreement and the registration rights agreement. The Graphic board also approved an amendment to Graphic's existing stockholder protection rights plan to exempt the transactions and related actions from the provisions of the plan.

Thereafter, in the evening of July 9, Graphic, New Graphic, Giant Merger Sub, Inc. and the other parties thereto executed the transaction agreement and Graphic, the Coors Family Stockholders, the CDR Fund, EXOR and BCH executed the voting agreement. In addition, New Graphic and certain individuals and entities that will be stockholders of New Graphic after the completion of the transactions entered into the stockholders agreement and the registration rights agreement. Graphic also entered into financing commitment letters with several institutional banks relating to the proposed refinancing of Altivity's outstanding indebtedness and other debt facilities. See The Transactions Financing for a detailed discussion of the terms of the proposed financing.

On July 10, before the opening of trading on the NYSE, Graphic and Altivity issued a joint press release announcing the execution of the transaction agreement. The terms of the transaction agreement, the voting agreement, the stockholders agreement and the registration rights agreement are detailed below under The Transaction Agreement and Agreement and Plan of Merger, The Transactions Voting Agreement, Other Agreements Stockholders Agreement and Other Agreements Registration Rights Agreement.

Reasons for the Transactions and Recommendation of the Graphic Board of Directors

The Graphic board of directors, in reaching its unanimous decision to approve the transaction agreement and the transactions and recommend them to Graphic stockholders, consulted with Graphic's management, its financial advisor and its legal counsel, and considered the following factors as generally supporting its decision:

The Graphic board of directors believed that the combination of the operations of Graphic and Altivity would provide stronger and more stable cash flows, and therefore greater financial stability, than could

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have been achieved by Graphic on a stand-alone basis. This enhanced financial performance and position should permit New Graphic to accelerate its debt reduction, enhance its credit profile, improve leverage ratios and finance ongoing investments.

The complementary product offerings of Graphic and Altivity, which when combined create an ability to offer comprehensive consumer packaging solutions to existing and new customers of both companies.

The new company will have expanded market reach into small specialty segments of the folding carton market, as well as new packaging markets, including labels, flexible packaging and multi-wall bags.

The expansion of product growth opportunities for the combined company in the packaging market.

The opportunity to achieve significant cost synergies identified in connection with the transactions, including:

operating and overhead expense reductions;

supply chain procurement improvements;

facility optimization; and

manufacturing process improvements.

The opportunity for additional cost savings from Altivity's ongoing integration of Smurfit-Stone Container Corporation's Consumer Packaging Division and the Field Companies as a result of manufacturing network optimization efforts, overhead reduction and supply chain improvements.

The potential for enhanced liquidity for stockholders.

Potential tax savings from Graphic's net operating losses.

The balance of rights and restrictions in the stockholders agreement. While the TPG Entities would have a significant share ownership position in New Graphic, the stockholders agreement and the New Graphic stockholders rights plan, subject to their terms, would prevent the acquisition of additional equity securities of New Graphic and restrict the ability of the TPG Entities to exert control over New Graphic.

The transactions are intended to be tax-free to Graphic stockholders. The transactions are not intended to result in any adverse tax consequences to a Graphic stockholder that does not have certain tax attributes. See Material U.S. Federal Tax Consequences to Graphic Stockholders.

The terms and conditions of the transaction agreement, including:

the closing conditions to the transaction;

the provisions of the transaction agreement that allow Graphic to engage in negotiations with, and provide information to, third parties, under certain limited circumstances in response to an unsolicited written takeover proposal that the Graphic board of directors determines in good faith, after consultation with its legal advisors and its financial advisors, would reasonably be expected to result in a superior proposal (defined below), if the Graphic board of directors concludes that the failure to take such action would be reasonably expected to violate its fiduciary duties;

the provisions of the transaction agreement that allow the Graphic board of directors, under certain limited circumstances if required in order not to violate its fiduciary duties under applicable law, to change its recommendation that Graphic stockholders vote in favor of the adoption of the transaction agreement. Such a change, if made in connection with a superior proposal, would reduce the percentage of the shares of Graphic common stock owned by certain parties to the stockholders agreement that are required to be voted in favor of the adoption of the transaction agreement under the terms of the voting agreement; and

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the termination fee of up to \$35,000,000 and the circumstances under which such fee is payable (including a termination due to a change of recommendation, as referenced above), which the Graphic board of directors concluded were reasonable in light of the benefits of the transactions and commercial precedent.

The opinion of Goldman Sachs, dated July 9, 2007, provided to the Graphic board of directors, that, as of the date of the opinion, and based upon and subject to the factors and assumptions set forth in the opinion, the 139,445,038 shares of New Graphic common stock, taken in the aggregate, to be issued by New Graphic in exchange for 100% of the outstanding BCH equity interests pursuant to the transaction agreement was fair from a financial point of view to Graphic, as more fully described below under [Opinion of Financial Advisor to Graphic](#).

The Graphic board of directors also considered the following risks and other potential adverse consequences of the proposed transactions to Graphic:

The difficulty of integrating Graphic and Altivity, including difficulties in the ongoing integration of Smurfit-Stone Container Corporation's Consumer Packaging Division and the Field Companies.

The risk that the identified cost synergies will not be fully attained within the expected time frame, or at all.

The substantial costs to be incurred in connection with the transactions, including transaction expenses and costs related to integration of the two companies.

The initial highly leveraged financial position of the combined company.

The presence of a new large stockholder.

The potential that the transactions would not be consummated and the resulting expenditure of resources without receipt of the expected benefits.

The risk that various provisions of the transaction agreement, including the requirement that Graphic submit the transaction agreement to its stockholders even if the Graphic board of directors changes its recommendation of the transaction agreement and the transactions, and the voting agreement may have the effect of discouraging other persons potentially interested in an acquisition of, or combination with, Graphic from pursuing that opportunity.

The absence of contractual indemnities for breaches of representations and warranties by BCH.

Loss of customers or key employees.

The other risks described in [Risk Factors](#) beginning on page 20.

The Graphic board of directors determined that these potential adverse consequences were outweighed by the potential benefits of the transactions.

This discussion of the information and factors considered by the Graphic board of directors is for illustrative purposes only and is not intended to be exhaustive. In making its determination to approve the transaction agreement and the transactions, the Graphic board of directors did not assign any relative or specific weights to the various factors that it considered in reaching its determination that the transaction agreement and the transactions are advisable, fair to, and

in the best interests of, Graphic and Graphic stockholders. Rather, the Graphic board of directors viewed its position and recommendation as being based on the totality of the information presented to it, and the factors it considered. In addition, individual members of the Graphic board of directors, in making their decisions, may have given different weight to different information and factors.

Graphic's board of directors has unanimously determined that the transaction agreement and the transactions are advisable, fair to and in the best interests of Graphic stockholders, and has unanimously approved the transaction agreement and the transactions. Graphic's board of directors recommends that you vote FOR the adoption of the transaction agreement and approval of the transactions. If the board of

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directors of Graphic amends, modifies or otherwise changes its recommendation regarding adoption of the transaction agreement and approval of the transactions, Graphic is still obligated to submit the transaction agreement and the transactions to a vote of its stockholders.

Opinion of Financial Advisor to Graphic

On July 9, 2007, Goldman Sachs rendered its opinion to Graphic's board of directors that, as of July 9, 2007, and based upon and subject to the factors and assumptions set forth therein, the 139,445,038 shares of New Graphic common stock, taken in the aggregate, to be issued by New Graphic in exchange for 100% of the outstanding equity interests in BCH pursuant to the transaction agreement was fair from a financial point of view to Graphic.

The full text of the written opinion of Goldman Sachs, dated July 9, 2007, which sets forth assumptions made, procedures followed, matters considered and limitations on the review undertaken in connection with the opinion, is attached as Annex G. Goldman Sachs provided its advisory services and opinion for the information and assistance of Graphic's board of directors in connection with its consideration of the transactions. The Goldman Sachs opinion is not a recommendation as to how any holder of Graphic common stock should vote with respect to the transactions or any other matter.

In connection with rendering the opinion described above and performing its related financial analyses, Goldman Sachs reviewed, among other things:

the transaction agreement;

annual reports to stockholders and Annual Reports on Form 10-K of Graphic for the three fiscal years ended December 31, 2006;

audited financial statements and accompanying notes of Altivity for the two fiscal years ended December 31, 2006;

the unaudited balance sheet of BCH as of March 31, 2007;

certain interim reports to stockholders and Quarterly Reports on Form 10-Q of Graphic;

certain other communications from Graphic and Altivity to their respective equity holders;

certain internal financial analyses and forecasts for Altivity and BCH prepared by the management of BCH;

certain internal financial analyses and forecasts for Graphic prepared by its management; and

certain financial analyses and forecasts for Altivity and BCH prepared by the management of Graphic, which we refer to as the forecasts, including certain cost savings and operating synergies projected by the management of Graphic to result from the transactions, which we refer to as the synergies.

Goldman Sachs also held discussions with members of the senior managements of Graphic and BCH regarding their assessment of the strategic rationale for, and the potential benefits of, the transactions and the past and current business operations, financial condition, and future prospects of Graphic and BCH. In addition, Goldman Sachs compared certain financial and stock market information for Graphic and certain financial information for BCH with similar financial and stock market information for certain other companies, the securities of which are publicly traded, reviewed the financial terms of certain recent business combinations in the paper-based packaging industry

specifically and in other industries generally and performed such other studies and analyses, and considered such other factors, as it considered appropriate.

For purposes of rendering the opinion described above, Goldman Sachs relied upon and assumed, without assuming any responsibility for independent verification, the accuracy and completeness of all of the financial, accounting, legal, tax and other information provided to, discussed with or reviewed by it. In that regard, Goldman Sachs assumed with Graphic's consent that the forecasts, including the synergies, were reasonably prepared on a basis reflecting the best then currently available estimates and judgments of Graphic. In addition, Goldman Sachs did not make an independent evaluation or appraisal of the assets and liabilities

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(including any contingent, derivative or off-balance-sheet assets and liabilities) of Graphic or BCH or any of their respective subsidiaries, and Goldman Sachs was not furnished with any such evaluation or appraisal. Goldman Sachs opinion does not address any legal, regulatory or tax matters. In addition, Goldman Sachs opinion does not address the underlying business decision of Graphic to engage in the transactions or the relative merits of the transactions as compared to any strategic alternative that may be available to Graphic, nor does it express any opinion as to the prices at which shares of Graphic common stock or New Graphic common stock will trade at any time. Goldman Sachs assumed with Graphic's consent that all governmental, regulatory or other consents and approvals necessary for the consummation of the transactions will be obtained without any adverse effect on Graphic or BCH or on the expected benefits of the transactions in any way meaningful to Goldman Sachs' analysis. Goldman Sachs' opinion is necessarily based on economic, monetary, market and other conditions as in effect on, and the information made available to it as of the date of its opinion, and Goldman Sachs assumed no responsibility for updating, revising or reaffirming its opinion based on circumstances, developments or events occurring after such date.

The following is a summary of the material financial analyses delivered by Goldman Sachs to the Graphic board of directors in connection with rendering the opinion described above. The following summary, however, does not purport to be a complete description of the financial analyses performed by Goldman Sachs, nor does the order of analyses described represent relative importance or weight given to those analyses by Goldman Sachs. Some of the summaries of the financial analyses include information presented in tabular format. The tables must be read together with the full text of each summary and are alone not a complete description of Goldman Sachs' financial analyses. Except as otherwise noted, the following quantitative information, to the extent that it is based on market data, is based on market data as it existed on or before July 9, 2007 and is not necessarily indicative of current market conditions.

Contribution Analysis

Goldman Sachs analyzed the relative potential contribution of Graphic and BCH to the combined company's equity value following consummation of the transactions based on earnings before interest, tax, depreciation and amortization, or EBITDA, and net cash provided by operating activities less capital expenditures, or free cash flow, in each case before taking into account any of the possible benefits that may be realized following the transactions. This analysis was performed based on fiscal year 2006 EBITDA for Graphic and BCH provided by their respective managements, in each case as adjusted by Graphic management, and estimated EBITDA and free cash flows for fiscal years 2007 through 2009 for Graphic and BCH provided to Goldman Sachs by Graphic management. In addition, for illustrative purposes, Goldman Sachs also used in its analysis fiscal year 2007 EBITDA estimates provided by BCH management (unadjusted by Graphic management). For purposes of this analysis, Goldman Sachs assumed BCH was valued at Graphic's trading multiples for fiscal years 2006 through 2009. Goldman Sachs also assumed Graphic's share price of \$4.91 as of July 6, 2007, 203.9 million fully diluted shares outstanding and estimated net debt of BCH and Graphic based on amounts outstanding as of March 31, 2007 for each company. The following table presents the results of this analysis:

	EBITDA		Capital Expenditures(1)		EBITDA Capital Expenditures		Ordinary Capital Expenditures		Free Cash Flow(2)	
Graphic Contribution to Combined Company Equity Value	55	68%	59	80%	52	70%	43	79%		

(1)

BCH's capital expenditures for fiscal years 2007 through 2009 include capital expenditures to achieve standalone cost savings.

- (2) BCH's free cash flows for fiscal years 2007 through 2009 exclude capital expenditures and other expenditures to achieve standalone cost savings.

Analysis of Transaction Implied Multiples

Goldman Sachs calculated an implied enterprise value of approximately \$1.8 billion for BCH based on the approximately 59% pro forma ownership of the combined company by Graphic stockholders, net debt of

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BCH of approximately \$1.1 billion, and Graphic's equity value of approximately \$1.0 billion as of July 6, 2007. Goldman Sachs then calculated the implied ratio of enterprise value to both EBITDA and EBITDA minus ordinary capital expenditures for BCH, in each case for fiscal years 2006, 2007, 2008 and 2009 based on the Graphic management forecasts for BCH. Goldman Sachs then compared such multiples with those of Graphic and Rock-Tenn Company.

Illustrative Discounted Cash Flow Analysis

Goldman Sachs performed an illustrative discounted cash flow analysis on Graphic and BCH using projections for the respective companies prepared by Graphic management. Goldman Sachs calculated indications of net present value as of September 30, 2007 of unlevered free cash flows for Graphic and BCH for fiscal years 2008 through 2010 using discount rates ranging from 10.0% to 14.0%. Goldman Sachs also calculated illustrative terminal values in fiscal year 2010 for each of Graphic and BCH based on multiples ranging from 7.0x EBITDA to 9.0x EBITDA. These illustrative terminal values were then discounted to calculate implied indications of present values using discount rates ranging from 10.0% to 14.0%. The ranges of discount rates were chosen to reflect a theoretical analysis of weighted average cost of capital for Graphic and BCH. The following table summarizes the illustrative ranges of equity value for Graphic and BCH implied by the illustrative discounted cash flow analysis and illustrates Graphic's and BCH's equity holders' implied pro forma ownership of the combined company calculated on this basis.

	Illustrative Equity Value (US\$ in millions)	Implied Pro Forma Ownership (%)
Graphic	1,039 - 2,017	64.06 - 64.74
BCH	566 - 1,132	35.26 - 35.94

Selected Transactions Analysis

Goldman Sachs analyzed certain public information relating to the following selected transactions in the folding carton and paper-based packaging industry since 1994 (listed by acquirer, followed by target and announcement year):

Carter Holt Harvey Limited International Paper Company's beverage packaging business (2007);

Texas Pacific Group Field Container Company, L.P. (2006);

Texas Pacific Group Smurfit-Stone Container Corporation's consumer packaging segment (2006);

American Capital Strategies Ltd. Ranpak Corporation (2005);

Rock-Tenn Company Gulf States Paper Corporation (2005);

Sonoco Products Company CorrFlex Graphics, LLC (2004);

Riverwood Holding, Inc. Graphic International Corporation (2003);

Solo Cup Company Sweetheart Holdings Inc. (2003);

SCA Packaging International BV Tuscarora Incorporated (2001);

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Chesapeake Corporation First Carton Group Limited (2000);

Westvaco Corporation IMPAC Group, Inc. (2000);

International Paper Company Shorewood Packaging Corporation (2000);

Westvaco Corporation Mebane Packaging Group Inc. (2000);

Chesapeake Corporation Boxmore International PLC (1999);

Chesapeake Corporation Consumer Promotions International, Inc. (1999);

Gulf States Paper Corporation Laird Packaging, Inc. (1999);

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ACX Technologies, Inc. Fort James Packaging Corporation's packaging business (1999);

Caraustar Industries, Inc. Tenneco Packaging Inc.'s folding carton division (1999);

Caraustar International Paper Company's boxboard mill (1999);

Chesapeake Corporation Field Group P.L.C. (1999);

Huhtamaki Royal Packaging Industries Van Leer N.V. (1999);

Madison Dearborn Partners Tenneco Automotive Inc.'s containerboard business (1999);

IMPAC Group, Inc. Tinsley Robor PLC (1998);

Packaging Dynamics Corporation Bagcraft Corporation of America (1998);

Shorewood Packaging Corporation Queens Group, Inc. (1998);

Huhtamaki Oy Sealright Co., Inc. (1998);

The Blackstone Group Graham Packaging Holdings Company (1997);

ACX Technologies, Inc. Britton Group plc (UPC packaging only) (1997);

Caraustar Industries, Inc. Oak Tree Packaging Corporation (1997);

Cravey, Green & Whalen Mebane Packaging Group (1997);

Ranger Waldorf (1997);

Heritage Partners Klearfold, Inc. (1996);

Caraustar Industries, Inc. Tenneco, Inc. (Ritman and Tana plants) (1996);

Caraustar Industries, Inc. GAR Holding Company (1995);

Clayton Dubilier Riverwood International Corporation (1995);

Republic Group Incorporated Halltown Paperboard Company/Dillard Investment Corporation (1995);

Ranger Olympic Packaging (1994);

Alusuisse-Lonza Holding AG Lawson Mardon Group Ltd. (1994); and

Shorewood Packaging Corporation Premium Packaging Group of Cascades Paperboard International, Inc. (1994).

For each of the selected transactions, Goldman Sachs calculated and compared levered aggregate consideration as a multiple of latest twelve months sales and EBITDA. While none of the companies that participated in the selected transactions are directly comparable to Graphic, the companies that participated in the selected transactions are companies with operations that, for the purposes of analysis, may be considered similar to certain of Graphic's results, market size and product profile.

The following table presents the results of this analysis:

Levered Market Capitalization as a Multiple of:	Selected Transactions	
	Range	Median
LTM Sales	0.6x-1.9x	0.9x
LTM EBITDA	4.8x-10.3x	7.2x

Illustrative Future Stock Price Analysis

Goldman Sachs performed an illustrative analysis of the implied present value of the future stock price of Graphic, which is designed to provide an indication of the present value of a theoretical future value of a company's equity as a function of such company's estimated forward EBITDA and its assumed EBITDA

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trading multiple. For this analysis, Goldman Sachs used the financial forecasts for Graphic prepared by its management for fiscal years 2008 through 2010 under three scenarios:

Scenario one: Graphic continuing as a standalone company;

Scenario two: Graphic combining with BCH, assuming synergies for fiscal years 2008, 2009 and 2010, and no limitations on the use of Graphic's net operating losses, or NOLs; and

Scenario three: Graphic combining with BCH, assuming synergies for fiscal years 2008, 2009 and 2010, and an NOL limitation per Graphic management's guidance.

Goldman Sachs calculated implied per share values for the common stock under each scenario for each of the fiscal years 2007 to 2009 by applying a forward EBITDA multiple of 8.5x to EBITDA estimates prepared by Graphic management of fiscal years 2008 to 2010 adjusted to include synergies, but which excludes costs to achieve such synergies. Goldman Sachs then discounted those values to July 6, 2007 using an equity discount rate of 12.0%. Goldman Sachs assumed 343.4 million pro forma diluted shares outstanding of the combined entity. Based on the foregoing, the implied present values per share of Graphic common stock was higher in scenario two and three, as compared to scenario one, for each of fiscal 2007 to 2009.

Pro Forma Merger Analysis

Goldman Sachs prepared illustrative pro forma analyses of the potential financial impact of the transactions using earnings estimates for Graphic on a standalone and combined basis prepared by Graphic management. For each of fiscal years 2008 and 2009, Goldman Sachs compared the projected earnings per share, cash earnings per share and free cash flows per share of Graphic common stock, on a standalone basis, to the projected earnings per share, cash earnings per share and free cash flows per share of the common stock of the combined companies, respectively. The earnings per share and cash earnings per share calculations added back expensed cost to achieve synergies. Goldman Sachs assumed no limitations on the use of Graphic's NOLs. Based on such analyses, the proposed transactions would be accretive to Graphic stockholders on an earnings per share, cash earnings per share and free cash flows per share basis in fiscal years 2008 and 2009.

Goldman Sachs also performed the foregoing analyses assuming an NOL limitation per Graphic management's guidance. Based on such analyses, the proposed transactions would be accretive to Graphic stockholders on an earnings per share basis in fiscal years 2008 and 2009; accretive on a cash earnings per share basis in fiscal year 2008 and neither accretive nor dilutive in fiscal year 2009; and dilutive on a free cash flow per share basis in fiscal years 2008 and 2009.

Miscellaneous

The preparation of a fairness opinion is a complex process and is not necessarily susceptible to partial analysis or summary description. Selecting portions of the analyses or of the summary set forth above, without considering the analyses as a whole, could create an incomplete view of the processes underlying Goldman Sachs' opinion. In arriving at its fairness determination, Goldman Sachs considered the results of all of its analyses and did not attribute any particular weight to any factor or analysis considered by it. Rather, Goldman Sachs made its determination as to fairness on the basis of its experience and professional judgment after considering the results of all of its analyses. No company or transaction used in the above analyses as a comparison is directly comparable to Graphic or BCH or the contemplated transactions.

Goldman Sachs prepared these analyses for purposes of providing its opinion to Graphic's board of directors as to the fairness, from a financial point of view to Graphic, of the 139,445,038 shares of New Graphic common stock, taken in the aggregate, to be issued by New Graphic in exchange for 100% of the outstanding equity interests in BCH pursuant to the transaction agreement. These analyses do not purport to be appraisals nor do they necessarily reflect the prices at which businesses or securities actually may be sold. Analyses based upon forecasts of future results are not necessarily indicative of actual future results, which may be significantly more or less favorable than suggested by these analyses. Because these analyses are inherently subject to uncertainty, being based upon numerous factors or events beyond the control of the

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parties or their respective advisors, none of Graphic, BCH, Goldman Sachs or any other person assumes responsibility if future results are materially different from those forecast.

The transaction consideration was determined through arm's-length negotiations between Graphic and BCH and was approved by Graphic's board of directors. Goldman Sachs provided advice to Graphic during these negotiations. Goldman Sachs did not, however, recommend any specific amount of consideration to Graphic or its board of directors or that any specific amount of consideration constituted the only appropriate consideration for the transaction.

As described below, Goldman Sachs' opinion to the Graphic's board of directors was one of many factors taken into consideration by the Graphic board of directors in making its determination to approve the transaction agreement. The foregoing summary does not purport to be a complete description of the analyses performed by Goldman Sachs in connection with the fairness opinion and is qualified in its entirety by reference to the written opinion of Goldman Sachs attached as Annex G.

Goldman Sachs and its affiliates, as part of their investment banking business, are continually engaged in performing financial analyses with respect to businesses and their securities in connection with mergers and acquisitions, negotiated underwritings, competitive biddings, secondary distributions of listed and unlisted securities, private placements and other transactions as well as for estate, corporate and other purposes. Goldman Sachs has acted as financial advisor to Graphic in connection with, and have participated in certain of the negotiations leading to, the transactions contemplated by the transaction agreement. An affiliate of Goldman Sachs entered into financing commitments to provide Graphic with one third of the senior secured credit facilities in connection with the consummation of the transactions, and has agreed to act as joint lead arranger and bookrunner in respect of the syndication of such credit facilities and the consummation of certain amendments to Graphic's existing senior secured credit facilities, in each case subject to the terms of such commitments and agreements. Goldman Sachs expects to receive fees in connection with these financing commitments and facilities that are contingent upon their closing upon consummation of the transactions.

In addition, Goldman Sachs and its affiliates have provided certain investment banking and other financial services to Graphic and its affiliates from time to time, including having acted as joint book manager in connection with the refinancing of Graphic's senior secured credit facility in May 2007. Goldman Sachs also has provided certain investment banking and other financial services to Clayton, Dubilier and Rice, Inc., or CD&R, an affiliate of a significant stockholder of Graphic, and its affiliates and portfolio companies from time to time, including having acted as its financial advisor in connection with the sale of Kinko's, a former portfolio company of CD&R, in February 2004; and as its financial advisor in connection with the sale of VWR International, a former portfolio company of CD&R, announced in May 2007. Goldman Sachs also has provided certain investment banking and other financial services to TPG Capital, or TPG, a significant equity holder of BCH, and its affiliates and portfolio companies from time to time, including having acted as its financial advisor in connection with the acquisition of Texas Genco Holdings Inc. by TPG in December 2004; as underwriter with respect to the initial public offering of shares of common stock of Burger King Holdings, Inc., or Burger King, a portfolio company of TPG, in May 2006; as underwriter with respect to the initial public offering of shares of common stock of J. Crew Group, Inc., or J. Crew, a portfolio company of TPG, in June 2006; as joint bookrunner with respect to a follow on offering of shares of common stock of J. Crew in January 2007; as joint bookrunner with respect to a follow on offering of shares of common stock of Burger King in February 2007; as financial advisor to the consortium that includes TPG with respect to its proposed acquisition of Biomet, Inc, including acting as joint bookrunner and joint lead arranger with respect to the financing of such acquisition, announced December 2006; and as financial advisor to the consortium that includes TPG with respect to its proposed acquisition of TXU Corp., announced in February 2007. Goldman Sachs may provide investment banking and other financial services to Graphic and its affiliates and CD&R and TPG and their respective affiliates and portfolio companies in the future. In connection with the above-described services Goldman

Sachs has received, and may receive, compensation.

Goldman Sachs is a full service securities firm engaged, either directly or through its affiliates, in securities trading, investment management, financial planning and benefits counseling, risk management, hedging, financing and brokerage activities for both companies and individuals. In the ordinary course of these

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activities, Goldman Sachs and its affiliates may provide such services to Graphic and its affiliates, BCH, CD&R and TPG and their respective affiliates and portfolio companies, may actively trade the debt and equity securities (or related derivative securities) of Graphic, BCH and affiliates and portfolio companies of CD&R and TPG for their own account and for the accounts of their customers and may at any time hold long and short positions of such securities. Affiliates of Goldman Sachs have co-invested with CD&R and TPG and their respective affiliates from time to time and such affiliates of Goldman Sachs have invested and may invest in the future in limited partnership units of affiliates of CD&R and TPG.

The board of directors of Graphic selected Goldman Sachs as its financial advisor because it is an internationally recognized investment banking firm that has substantial experience in transactions similar to the transactions. Pursuant to a letter agreement dated November 13, 2006, as amended on July 9, 2007, Graphic engaged Goldman Sachs to act as its financial advisor in connection with the contemplated transactions. Pursuant to the terms of this engagement letter, as amended, Graphic has agreed to pay Goldman Sachs a transaction fee of \$20 million, all of which is payable upon consummation of the transactions. In addition, Graphic has agreed to reimburse Goldman Sachs for its expenses, including attorneys' fees and disbursements, and to indemnify Goldman Sachs and related persons against various liabilities, including certain liabilities under the federal securities laws.

Voting Agreement

The following is a summary of the material provisions of the voting agreement. This summary is qualified in its entirety by reference to the voting agreement, which is incorporated by reference in its entirety and attached to this proxy statement/prospectus as Annex D. This summary may not contain all of the information about the voting agreement which is important to you, and we encourage you to read the voting agreement in its entirety.

Concurrently with the execution of the transaction agreement, BCH executed a voting agreement with the Coors Family Stockholders, the CDR Fund, EXOR and Graphic to facilitate the transactions. As of July 9, 2007 and as of the record date, the Coors Family Stockholders, the CDR Fund and EXOR collectively beneficially owned 129,376,414 shares of Graphic common stock, which represented approximately 65% of Graphic common stock outstanding as of July 9, 2007 and as of the record date.

Voting of Shares

Under the voting agreement, and as further described below, each of the Coors Family Stockholders, the CDR Fund and EXOR has agreed, prior to termination of the voting agreement, at the special meeting and at any other meeting of the stockholders of Graphic, however called, including any adjournment or postponement thereof, and in connection with any written consent of the stockholders of Graphic, such stockholder shall, in each case to the fullest extent that its shares of Graphic common stock are entitled to vote thereon or consent thereto, vote or consent:

in favor of the adoption of the transaction agreement and approval of the transactions and any other related proposal submitted for a vote of Graphic stockholders in furtherance of the transaction agreement, as reasonably requested by BCH;

against any action or agreement submitted for a vote or written consent of Graphic stockholders that is in opposition to, or competitive or materially inconsistent with the transactions or that would result in a breach of the transaction agreement by Graphic or of the voting agreement by such stockholder; and

against any takeover proposal and any other action, agreement or transaction submitted for a vote or written consent of Graphic stockholders that would reasonably be expected to impede, interfere with, delay, postpone, discourage, frustrate the purposes of or adversely affect the transactions contemplated by the transaction

agreement or the voting agreement or Graphic's performance of its obligations under the transaction agreement or by such stockholder of its obligations under the voting agreement.

The obligations of the Coors Family Stockholders, the CDR Fund and EXOR to vote as described in the paragraph above apply whether or not the transactions or any action described above is recommended by the

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Graphic board of directors. However, if the Graphic board of directors changes adversely its recommendation with respect to the transaction agreement in connection with a takeover proposal, the obligation of such stockholders to vote in the manner described in the paragraph above will only apply to an aggregate number of such stockholders shares equal to 32% of the outstanding shares of Graphic common stock. In that instance, each of such stockholders has agreed to cause its remaining shares so entitled to vote to be voted in a manner that is proportionate to the manner in which all shares of Graphic common stock (other than shares voted by the stockholders subject to the voting agreements) which are voted in respect of such matter, are voted.

Grant of Proxy

In furtherance of the voting agreement, each of the Coors Family Stockholders, the CDR Fund and EXOR granted an irrevocable proxy to designated officers of BCH to vote its shares in the manner described in the two immediately preceding paragraphs.

Transfer and Other Restrictions

Each of the Coors Family Stockholders, the CDR Fund and EXOR has agreed that beginning July 9, 2007, until the termination of the voting agreement, it will not:

sell, transfer, assign, pledge or similarly dispose of its shares of Graphic common stock or any interest in Graphic common stock (except for certain transfers to related parties of the stockholders that agree to be bound by the voting agreement);

enter into any agreement, arrangement or understanding with any person, or take any action that would violate or conflict with its representations, warranties, covenants or obligations under the voting agreement or that would restrict or otherwise affect its legal power, authority and right to perform its covenants and obligations under the voting agreement; or

take any action that could restrict or otherwise affect such stockholder's legal power, authority and right to comply with and perform its covenants and obligations under the voting agreement.

No Solicitation

Each of the Coors Family Stockholders, the CDR Fund and EXOR has also agreed not to, and not to permit any of its subsidiaries, representatives or affiliates to:

solicit, initiate, or knowingly encourage or knowingly facilitate any takeover proposal or the making or consummation of a takeover proposal;

enter into, continue or otherwise participate in any discussions or negotiations regarding, furnish any confidential information in connection with, or otherwise cooperate in any way with any takeover proposal;

waive, terminate, modify or fail to enforce any provision of any standstill or similar obligation of any person other than BCH;

make or participate in any solicitation of proxies, or powers of attorney or similar rights to vote, or seek to advise or influence any person with respect to the voting of Graphic common stock other than to recommend the adoption of the transaction agreement;

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approve, adopt or recommend or allow any of its subsidiaries to execute or enter into, any letter of intent, memorandum of understanding, agreement in principle, merger agreement, acquisition agreement, option agreement, joint venture agreement, partnership agreement, or other similar contract or any tender or exchange offer providing for, with respect to, or in connection with, any takeover proposal; or

agree or publicly propose to do any of the foregoing.

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For purposes of the voting agreement, the term takeover proposal has the meaning described under The Transaction Agreement and Agreement and Plan of Merger No Other Transactions Involving Graphic or the Sellers.

The voting agreement terminates on the earlier to occur of:

the closing of the transactions;

the date of termination of the transaction agreement in accordance with its terms; and

the delivery of written notice of termination by the stockholders to BCH following any amendment to the transaction agreement, without the prior written consent of the Graphic stockholders, if such amendment changes the form or reduces the amount of consideration to be paid in the merger.

Interests of Graphic s Directors and Executive Officers in the Transactions

In considering the recommendation of the Graphic board of directors with respect to the transaction agreement and the transactions, Graphic stockholders should be aware that some of Graphic s executive officers and directors have interests in the transactions and have arrangements that are different from, or in addition to, those of Graphic stockholders generally. The Graphic board of directors was aware of these interests, which include the vesting of certain equity compensation awards, arrangements under certain executive officer employment agreements, continuing board positions, indemnification obligations and reimbursement of certain legal fees and considered them, among other matters, in reaching its decisions to approve the transaction agreement and the transactions and to recommend that Graphic stockholders vote in favor of adopting the transaction agreement and approving the transactions.

Equity Compensation Awards

The transaction agreement provides that upon completion of the merger, each Graphic stock option, including those held by executive officers and directors of Graphic, will be converted into an option to purchase New Graphic common stock on a one-for-one basis. In addition, the transaction agreement provides that, upon completion of the merger, each share of restricted stock or performance unit and other equity awards based upon shares of Graphic common stock other than restricted stock units, including those held by executive officers and directors of Graphic, will be converted into equity-based awards with respect to New Graphic common stock on a one-for-one basis. In accordance with the terms of Graphic s 2004 Stock and Incentive Compensation Plan, 4.8 million restricted stock units will immediately vest and become payable upon completion of the transactions. In connection with the payments in respect of these units, New Graphic will issue an aggregate of 1.8 million shares of New Graphic common stock and make aggregate cash payments of \$14.7 million. The executive officers of Graphic listed below have restricted stock units that will vest and become payable, one-half in shares and one-half in cash, upon completion of the transactions. The gross number of shares and gross amount of cash payable (prior to the withholding of shares and cash for taxes) is set forth beside each such officer s name:

	Shares	Cash*
Daniel J. Blount	128,052	\$ 590,320
Michael P. Doss	79,188	\$ 365,057
Stephen A. Hellrung	131,910	\$ 608,105
Stephen M. Humphrey	579,093	\$ 2,669,619
Wayne E. Juby	123,498	\$ 569,326

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David W. Scheible	257,178	\$ 1,185,591
Michael R. Schmal	133,702	\$ 616,366
Robert M. Simko	115,541	\$ 532,644

* Based upon an assumed market value of Graphic's common stock of \$4.61 per share, the closing price of Graphic on August 28, 2007.

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Continuing Executive Positions

Although final determinations have not been made with respect to the senior management of New Graphic, other than the President, Chief Executive Officer and Chief Financial Officer, New Graphic expects that some, if not all, of Graphic's executive officers will serve as executive officers of New Graphic upon completion of the transactions. Although New Graphic has not finalized its management team, New Graphic expects to retain the majority of Altiivity's employees, including members of Altiivity's management team.

Continuing Board Positions

New Graphic's board of directors will consist initially of 13 directors. Eight members of Graphic's current board of directors, John D. Beckett, G. Andrea Botta, Kevin J. Conway, Jeffrey H. Coors, Harold R. Logan, John R. Miller, Robert W. Tieken and David W. Scheible, are each expected to serve as members of New Graphic's board of directors.

Indemnification Obligations

New Graphic has agreed to indemnify officers, directors and managers of BCH, Altiivity and Graphic against claims arising from facts or events that occurred before the closing date of the transaction agreement to the fullest extent permitted by law (including with respect to the advancement of expenses). Such provisions will not be amended, repealed or otherwise modified for six years from the closing date of the transaction agreement in any manner that would affect adversely the rights of individuals who at or at any time before the closing date of the transaction agreement were employees, directors, members or managers of BCH, Altiivity and Graphic, as applicable.

Reimbursement of HSR Filing Fees

Graphic has previously reimbursed each of the Coors Family Stockholders, the CDR Fund, and EXOR \$125,000 for filing fees associated with filings submitted by each of them relating to the transactions under the HSR Act and has agreed to reimburse them for legal fees incurred in the preparation of the filings under the HSR Act and negotiation of the transactions.

Accounting Treatment

New Graphic will account for the transactions using the purchase method of accounting in accordance with generally accepted accounting principles in the United States (GAAP), with Graphic being treated as the acquirer for accounting purposes. Under the purchase method of accounting, the purchase price will be allocated to the individual tangible and intangible assets acquired and liabilities assumed from BCH based on their fair market values at the date of the completion of the transactions. Any excess of the purchase price over these fair market values will be treated as goodwill. The acquired assets, liabilities and results of operations will be consolidated into the assets, liabilities and results of operations of New Graphic on a prospective basis after the completion of the transactions.

Regulatory Approvals

In order to complete the transactions, Graphic and BCH were required to submit filings with, and obtain certain orders or approvals from, a number of regulatory authorities. The material regulatory approvals and filings are described below. Graphic and BCH are not aware of any other material approvals or filings that are required before completing the transactions.

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Hart-Scott-Rodino Act

The transactions are subject to the requirements of the HSR Act and the rules and regulations promulgated thereunder. Each of Graphic, BCH, the Coors Family Stockholders, the CDR Fund, EXOR and the TPG Entities have submitted their required filings under the HSR Act to the Federal Trade Commission and the DOJ. A request was received on August 22, 2007 for additional information, commonly referred to as a second request, from the Antitrust Division of the DOJ regarding the transactions. The second request extends the waiting period imposed by the HSR Act until 30 days after the second request has been substantially complied with, unless that period is extended voluntarily by the parties or terminated sooner by the DOJ. In addition, the DOJ, the Federal Trade Commission or others could take additional action under the antitrust laws with respect to the transactions, including seeking to enjoin the consummation of the transactions before the effective time of the transactions or to impose conditions on, or to require divestitures relating to, the divisions, operations or assets of Graphic or BCH. There can be no assurance that a challenge to the transactions on antitrust grounds will not be made or, if such a challenge is made, that it would not be successful.

Other Regulatory Filings

The transactions are also subject to the approval by the German Cartel Office. On August 2, 2007, Graphic made a filing with the German Cartel Office. Clearance of the transactions from the German Cartel Office was received on August 28, 2007.

Material U.S. Federal Income Tax Consequences to Graphic Stockholders

The following summary discusses the anticipated material U.S. federal income tax consequences of the transactions to Graphic stockholders. This summary does not deal with special situations. For example, the summary does not address:

tax consequences to holders who may be subject to special tax treatment, such as expatriates, brokers and dealers in securities or currencies, financial institutions, mutual funds, tax-exempt entities, traders in securities that elect to use a mark-to-market method of accounting for their securities holdings, and insurance companies;

tax consequences to Graphic stockholders who acquired their shares of Graphic common stock pursuant to the exercise of employee stock options or warrants or otherwise as compensation;

tax consequences to persons holding Graphic common stock as part of a hedging, integrated, constructive sale or conversion transaction, a straddle or other risk reduction transaction;

tax consequences to holders of outstanding Graphic stock options;

tax consequences to U.S. holders, as defined below, of Graphic common stock whose functional currency is not the U.S. dollar;

tax consequences to certain non-U.S. holders, as defined below, subject to special rules such as controlled foreign corporations, passive foreign investment companies and foreign personal holding companies ;

alternative minimum tax consequences, if any; and

any state, local, foreign or other tax consequences.

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If a partnership holds Graphic common stock, the tax treatment of a partner in the partnership generally will depend upon the status of the partner and the activities of the partnership. If you are a partner in a partnership holding Graphic common stock, you are strongly encouraged to consult your own tax advisor as to your tax treatment as a partner.

This summary is based on the Internal Revenue Code, its legislative history, Treasury Department regulations, IRS rulings, and judicial decisions, all as of the date hereof. Any of these authorities may be

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changed, possibly retroactively, so as to result in U.S. federal income tax consequences different from those discussed below. This discussion assumes that Graphic stockholders hold their Graphic common stock, and will hold New Graphic common stock, as a capital asset within the meaning of Section 1221 of the Internal Revenue Code.

This summary is not binding on the IRS and no ruling will be sought from the IRS as to the tax consequences of the transactions. This summary is not a complete analysis or description of all potential U.S. federal income tax consequences of the transactions. There can be no assurance that the IRS or the courts will agree with the statements and conclusions in the summary. **Accordingly, you are strongly encouraged to consult your own tax advisor concerning the specific U.S. federal income and estate tax consequences to you of the transactions relating to your own personal tax situation and any consequences arising under the laws of any state, local, foreign or other taxing jurisdiction.**

Tax Treatment of Transactions

Alston & Bird LLP, counsel to Graphic, will deliver a tax opinion to Graphic, dated as of the closing date of the transactions, to the effect that, on the basis of the facts, representations and assumptions set forth in such opinion, the exchange of Graphic common stock for New Graphic common stock, taken together with the exchange of equity interests of BCH held by the Sellers for New Graphic common stock, will constitute an exchange to which Section 351 of the Internal Revenue Code applies, or the exchange of Graphic common stock for New Graphic common stock will constitute a reorganization within the meaning of Section 368(a) of the Internal Revenue Code, or both. Any change in currently applicable law, which may or may not be retroactive, or failure of any factual representations or assumptions to be true, correct and complete in all material respects, could affect the continuing validity of the Alston & Bird tax opinion.

Considerations for U.S. Holders of Graphic Common Stock

The following is a summary of the material U.S. federal income tax consequences if you are a U.S. holder of Graphic common stock. Certain considerations for non-U.S. holders of Graphic common stock are described under

Considerations for Non-U.S. Holders of Graphic Common Stock below. U.S. holder means a beneficial owner of Graphic common stock that is for U.S. federal income tax purposes:

a citizen or resident of the United States;

a corporation, or a partnership or other entity treated as a corporation for U.S. federal income tax purposes, created or organized under the laws of the United States or any political subdivision of the United States;

an estate the income of which is subject to U.S. federal income taxation regardless of its source; or

a trust if (i) it is subject to the primary supervision of a court within the United States and one or more U.S. persons have the authority to control all substantial decisions of the trust, or (ii) it has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person.

You will not recognize gain or loss on the exchange of your Graphic common stock for New Graphic common stock pursuant to the transactions. Your aggregate tax basis in New Graphic common stock received in the transactions will be the same as your aggregate tax basis in Graphic common stock exchanged in the transactions. Your holding period for New Graphic common stock received in the transactions will include the period for which you held Graphic common stock exchanged in the transactions. If you acquired different blocks of Graphic common stock at different times and at different prices, your tax basis and holding period in your New Graphic common stock may be determined with reference to each block of Graphic common stock.

Distributions, if any, on New Graphic common stock will constitute dividends for U.S. federal income tax purposes to the extent of New Graphic's current or accumulated earnings and profits as determined under U.S. federal income tax principles. To the extent that a U.S. holder receives a distribution on common stock that exceeds New Graphic's current and accumulated earnings and profits, the distribution will be treated first as a non-taxable return of capital reducing the holder's tax basis in New Graphic common stock. Any

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distribution in excess of the U.S. holder's tax basis in the common stock will be treated as capital gain. Dividends paid to an individual U.S. holder in taxable years beginning before 2011 that constitute qualified dividend income generally will be taxable at a preferential rate of 15%.

A U.S. holder of New Graphic common stock will generally recognize gain or loss upon the sale, exchange, redemption or other taxable disposition of such common stock measured by the difference between:

the amount of cash and the fair market value of any property received; and

the U.S. holder's tax basis in such stock.

Gain or loss on the disposition of New Graphic common stock will be capital gain or loss and will be long-term capital gain or loss if the holding period of the common stock disposed of exceeded one year. Net long-term capital gain recognized by non-corporate U.S. holders prior to 2011 is generally taxable at a maximum rate of 15%. The deductibility of net capital losses is subject to limitations.

Considerations for Non-U.S. Holders of Graphic Common Stock

The following is a summary of the material U.S. federal income tax consequences if you are a non-U.S. holder of Graphic common stock. Non-U.S. holder means a beneficial owner of a share of common stock that is not a U.S. holder. Special rules may apply to certain non-U.S. holders such as controlled foreign corporations, passive foreign investment companies, and foreign personal holding companies. All non-U.S. holders are strongly urged to consult their own tax advisors to determine the U.S. federal, state, local, and other tax consequences that may be relevant to them.

You will not recognize gain or loss on the exchange of your Graphic common stock for New Graphic common stock pursuant to the transactions. Your aggregate tax basis in New Graphic common stock received in the transactions will be the same as your aggregate tax basis in Graphic common stock exchanged in the transactions. Your holding period for New Graphic common stock received in the transactions will include the period for which you held Graphic common stock exchanged in the transactions. If you acquired different blocks of Graphic common stock at different times and at different prices, your tax basis and holding period in your New Graphic common stock may be determined with reference to each block of Graphic common stock.

Any dividends paid to you with respect to your shares of New Graphic common stock generally will be subject to U.S. federal withholding tax at a 30% rate or such lower rate as may be specified by an applicable treaty. However, dividends that are effectively connected with the conduct of a trade or business within the United States or, where an applicable tax treaty so provides, are attributable to a U.S. permanent establishment, generally are not subject to the withholding tax, but instead are subject to U.S. federal income tax on a net income basis at applicable graduated individual or corporate rates. Certain certification and disclosure requirements must be complied with for effectively connected income to be exempt from withholding. Any such effectively connected dividends received by a foreign corporation may, under certain circumstances, be subject to an additional branch profits tax at a 30% rate or such lower rate as may be specified by an applicable treaty.

A non-U.S. holder of shares of New Graphic common stock that wishes to claim the benefit of an applicable treaty rate is required to satisfy applicable certification and other requirements. If you are eligible for a reduced rate of U.S. withholding tax under an income tax treaty, you may obtain a refund of any excess amounts withheld by filing an appropriate claim for refund with the IRS.

Information Reporting and Backup Withholding

Generally, the amount of dividends paid to you and the amount of tax, if any, withheld from those payments must be reported to the IRS and to you in information returns. If the provisions of certain income tax treaties apply to dividend payments made to you, copies of those information returns may be made available to the tax authorities of the country where you reside.

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In general, if you are not a U.S. person you will not be subject to backup withholding with respect to payments that are made to you provided that:

there is no actual knowledge or reason to know that you are a U.S. person, as defined under the Internal Revenue Code, that is not an exempt recipient; and

you have provided your name and address, and certified under penalties of perjury, that you are not a U.S. person, which certification may be made on the appropriate IRS Form W-8BEN; W-8ECI, W-8EXP or W-8IMY or substitute IRS Form W-8BEN, W-8ECI, W-8EXP or W-8IMY.

If you are a U.S. person, you generally will not be subject to backup withholding if you provide a taxpayer identification number and other information, certified under penalties of perjury, or otherwise establish, in the manner prescribed by law, an exemption from backup withholding.

Information reporting and, depending on the circumstances, backup withholding at a rate of 28%, subject to future adjustment under applicable law, will apply with respect to the proceeds of the sale or other disposition of New Graphic common stock within the United States or conducted through certain U.S.-related financial intermediaries, unless:

the payor of the proceeds receives the statement described above and does not have actual knowledge or reason to know that you are a U.S. person, as defined under the Internal Revenue Code, that is not an exempt recipient;

you provide the payor with a taxpayer identification number and other information, certified under penalties of perjury; or

you otherwise establish, in the manner prescribed by law, an exemption from backup withholding.

Backup withholding is not an additional income tax. Any amounts withheld from a payment to a holder under the backup withholding rules will be allowed as a credit against the holder's U.S. federal income tax liability and may entitle the holder to a refund, provided that the required information is furnished to the IRS.

This summary is not a complete analysis or description of all potential U.S. federal income tax consequences of the transactions. This summary does not address tax consequences that may vary with, or are contingent on, individual circumstances. In addition it does not address any non-income tax or any foreign, state or local tax consequences of the transactions. **Accordingly, you are strongly encouraged to consult your own tax advisor concerning the specific U.S. federal income and estate tax consequences to you of the transactions relating to your personal tax situation and any consequences arising under the laws of any state, local, foreign or other taxing jurisdiction.**

Federal Securities Laws Consequences; Stock Transfer Restrictions

If the transactions are completed, Graphic will delist its common stock from the NYSE and will deregister its common stock under the Exchange Act, as a result of which Graphic will no longer be required to file annual, quarterly, current and other reports with the SEC. The stockholders of Graphic will become stockholders of New Graphic and their rights as stockholders will be governed by Delaware law and by New Graphic's certificate of incorporation and New Graphic's by-laws. See Description of New Graphic Capital Stock and Comparison of Rights of Graphic Stockholders and New Graphic Stockholders.

All shares of New Graphic common stock received by Graphic stockholders in the merger will be freely transferable under the federal securities laws, except that shares of New Graphic common stock received by persons who are deemed to be affiliates of New Graphic under the Securities Act, at the time of the special meeting may be resold by them only in transactions permitted by Rule 145 or as otherwise permitted under the Securities Act. Persons who may be deemed to be affiliates of New Graphic for such purposes generally include individuals or entities that control, or are controlled by or are under common control with, New Graphic and may include certain officers, directors and significant stockholders of New Graphic, such as the Coors Family Stockholders, the CDR Fund, EXOR and the TPG Entities (although the shares being issued to

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the TPG Entities and the other Sellers in the exchange are being issued in a transaction exempt from the registration requirements of the Securities Act and not under this registration statement).

Graphic's registration statement on Form S-4, of which this proxy statement/prospectus is a part, does not cover the resale of shares of New Graphic common stock to be received in connection with the transactions by persons who may be deemed to be affiliates of New Graphic, and no person is authorized to make any use of this document in connection with any such sale. However, the Coors Family Stockholders, the CDR Fund, EXOR and the Sellers are parties to a registration rights agreement with New Graphic. This registration rights agreement provides each of the Coors Family Stockholders, the CDR Fund, EXOR and the Sellers with the right in certain instances to demand registration of their shares of New Graphic common stock or to participate in registered offerings of shares by New Graphic. See *Other Agreements* *Registration Rights Agreement*.

The Coors Family Stockholders, the CDR Fund, EXOR, the TPG Entities, and certain other owners of BCH equity interests have also entered into a stockholders agreement that restricts their ability to transfer shares of New Graphic common stock to be received in connection with the transactions. See *Other Agreements* *Stockholders Agreement*.

Rights Agreement

Graphic entered into a rights agreement dated August 7, 2003, with Wells Fargo Bank Minnesota, N.A. (now known as Wells Fargo Bank, N.A.) as rights agent. Under this agreement, Graphic effected a dividend of stockholder rights that carry certain conversion rights in the event of a significant change in beneficial ownership of Graphic. One right is attached to each share of Graphic common stock outstanding and is not detachable until such time as a person or group of affiliated or associated persons acquires beneficial ownership of 15% or more of Graphic's outstanding common stock. The time that such an acquisition occurs is referred to in the rights agreement as a stock acquisition time. Each right entitles each registered holder (excluding the acquiring person or group) to purchase from Graphic one-thousandth of a share of Series A junior participating preferred stock, par value \$0.01 per share, at a purchase price of \$35.00 per one-thousandth of a share. Registered holders would receive shares of Graphic common stock valued at twice the exercise price of the right upon exercise. Upon the occurrence of a stock acquisition time, Graphic is entitled to exchange one share of its common stock for each right outstanding, or to redeem the rights at a price of \$0.001 per right. The rights will expire on August 8, 2013.

In connection with the proposed transactions, Graphic and the rights agent amended the terms of the rights agreement so that the execution and delivery of the transaction agreement and voting agreement and the consummation of the transactions will not constitute a stock acquisition time. This means that holders of Graphic common stock will not obtain the detachable rights in connection with the proposed transactions.

Also, in connection with the proposed transactions, the board of directors of New Graphic will adopt a new stockholder rights plan. See *Description of New Graphic Capital Stock* *New Rights Plan*.

Financing

Refinancing Transactions

As contemplated by the commitment letter between Graphic and each of Bank of America, N.A., Goldman Sachs Credit Partners, L.P. and JPMorgan Chase Bank N.A., Graphic currently expects to complete the following refinancing transactions through its wholly-owned subsidiary, Graphic Packaging International, Inc., in connection with the transactions:

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The closing of a new \$1.2 billion senior secured term loan facility to refinance the outstanding amounts under BCH's existing first and second lien credit facilities.

The closing of a new \$600 million senior secured asset-based revolving credit facility. However, if an asset-based revolving credit facility containing terms that are satisfactory to Graphic cannot be arranged prior to the closing of the transactions, Graphic Packaging International, Inc. may instead elect to increase the size of its existing revolving credit facility to up to \$400 million from \$300 million.

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An amendment or amendment and restatement of Graphic Packaging International, Inc.'s existing May 16, 2007 credit agreement to, among other things, accommodate the transactions and to allow for the reprioritization of liens in connection with the above-described asset-based revolving credit facility if obtained.

The foregoing refinancing transactions are referred to in this document as the refinancing.

Existing Graphic Indebtedness; Certain Amendments to Senior Secured Facility

On May 16, 2007, Graphic refinanced its existing senior secured credit facility with various lenders and Bank of America, N.A., as administrative agent. The current credit facility consists of a \$300 million revolving facility having a maturity date of March 16, 2013 and a \$1,055 million term loan facility due on May 16, 2014. The revolving facility initially bore interest at a rate of LIBOR plus 225 basis points but is subject to adjustment pursuant to a pricing grid based upon Graphic's consolidated leverage ratio. The term loan facility bears interest at a rate of LIBOR plus 200 basis points.

Under the terms of the existing credit facility, Graphic must comply with a maximum consolidated leverage ratio covenant and a minimum consolidated interest coverage ratio covenant. In addition, covenants under the facility impose restrictions upon Graphic's ability to, among other things:

- incur additional indebtedness;
- incur guarantee obligations;
- create or permit liens on Graphic's assets;
- dispose of assets;
- prepay other indebtedness;
- make dividends and other restricted payments;
- make certain debt or equity investments;
- make certain acquisitions;
- engage in certain transactions with affiliates; and
- change the business conducted by Graphic and its subsidiaries.

Graphic's obligations under the credit facility are secured by substantially all of the assets of Graphic.

Pursuant to the refinancing, the above-described existing Graphic credit facility will remain in place but will be amended or amended and restated to accommodate the transactions, to permit the incurrence of the new senior secured term loan facility that will be necessary to refinance BCH's existing first and second lien credit facilities and to allow for the reprioritization of the lien in connection with the above-described senior secured asset-based revolving credit facility, if obtained. However, the amendment or amendment and restatement of the existing Graphic credit facility will not materially alter certain of the principal economic terms of the existing credit facility including the maturity dates of the facilities and the interest rate applicable to the existing term loan and the revolving credit facility, if such

facility remains in place. The amendment or amendment and restatement will modify various affirmative, negative and financial covenants from those contained in the existing facility.

On August 8, 2003, Graphic also issued its 8.50% senior notes due August 15, 2011 in an aggregate principal amount equal to \$425 million and its 9.50% senior subordinated notes due August 15, 2013 in an aggregate principal amount equal to \$425 million. Each issuance of notes was issued pursuant to an indenture, each dated August 8, 2003. It is expected that the senior notes and senior subordinated notes will remain outstanding after the transaction and their terms and the terms of the indentures will not be amended.

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New Graphic Credit Facilities

Pursuant to a commitment letter dated July 9, 2007, Bank of America, N.A., Goldman Sachs Credit Partners L.P., JPMorgan Chase Bank, N.A. and certain of their affiliates (which we refer to as the joint bookrunners) have committed to provide the refinancing, subject to certain conditions. Graphic Packaging International, Inc. will be the borrower under the new credit facilities and is referred to in this summary of the new credit facilities as the borrower.

The new credit facilities are expected to provide for aggregate maximum borrowings of \$1.8 billion under (1) a term loan facility providing for term loans in an aggregate principal amount of up to \$1.2 billion, and (2) an asset-based revolving credit facility providing for up to \$600 million in revolving loans to the borrower (including letters of credit and swingline loans) outstanding at any time. However, if an asset-based loan facility that is satisfactory to Graphic cannot be arranged prior to the closing of the transactions, Graphic's existing revolving credit facility, as described above, will be increased to up to \$400 million from \$300 million.

Availability. The availability of the new credit facilities are subject to conditions precedent, which include the following:

the consummation of the transactions in all material respects in accordance with the transaction agreement without modifications, amendments or waivers material and adverse to the lenders;

the negotiation, execution and delivery of definitive loan documentation, provided that such documentation will not contain any provisions which would cause the new credit facilities to not be available if the explicit conditions in the commitment letter are met and representations and warranties will be limited to those representations and warranties in the transaction agreement to the extent material to the interests of the lenders and certain specified representations and warranties;

the delivery of certain financial statements; and

the delivery of certain customary closing certificates and opinions.

Maturity; Prepayments. The new term loans are expected to mature on May 16, 2014, the new asset-based revolving credit facility, if obtained, is expected to mature on the date six years after the closing of the transactions, and the increased revolving credit facility is expected to mature on May 16, 2013, if the asset-based facility is not obtained. Amortization of the principal amount of the new term loan facility will be required semi-annually in an annual amount of 1.0% of the original amount of the term loans thereunder. (It is expected that the amortization of Graphic's existing \$1,055 million term loan will remain unchanged and will continue to amortize in an annual amount of 1.0% of the original amount of the existing term loans payable in semi-annual installments.)

Subject to certain exceptions, the new credit facilities are expected to be subject to mandatory prepayment and reduction in an amount equal to:

the net proceeds of certain debt offerings by the borrower and its subsidiaries (other than debt offerings permitted by the credit facilities); and

the net proceeds of certain non-ordinary asset sales by the borrower and its subsidiaries if the borrower's secured leverage ratio exceeds an agreed level.

Security; Guaranty. The obligations of the borrower under the new credit facilities are expected to be guaranteed by Graphic and each existing or future domestic subsidiary of the borrower (including BCH and its subsidiaries). In

addition, the new credit facilities and the guarantees thereunder are expected to be secured by security interests in and pledges of or liens on substantially all of the material tangible and intangible assets of the borrower and the guarantors, including pledges of all the capital stock of the borrower and certain direct or indirect domestic subsidiaries of the borrower and of up to 65% of the capital stock of each direct foreign subsidiary of the borrower. If the asset-based revolving credit facility is obtained, the lenders thereunder shall obtain a first-priority security interest and lien upon all accounts receivable and inventory of the borrower and the guarantors and a second-priority lien and security interest on substantially all of the other tangible and intangible assets (including property, plant and equipment and general intangibles) of the borrower and the

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guarantors. In such case, the lenders under the existing and new term loans will obtain a first-priority security interest and lien upon all tangible assets of the borrower and the guarantors (including property, plant and equipment and general intangibles) excluding all accounts receivable and inventory and a second-priority security interest and lien on the accounts receivable and inventory. If the asset-based revolving credit facility is not obtained, the lenders under the revolving credit facility and the term loan facility will share in all collateral security on a *pari passu* basis.

Interest. The commitment letter provides that the interest rate on Graphic's existing term loan and on Graphic's new term loan will bear interest at LIBOR plus 200 basis points, subject to limited adjustment. The outstanding borrowings under the asset-based revolving facility are expected to bear interest at LIBOR plus a margin ranging from 125 basis points to 175 basis points depending upon excess availability thereunder, subject to adjustment. (If the asset-based revolving facility is not ultimately consummated, the interest rate on the existing Graphic revolver, as increased to \$400 million from \$300 million, will remain unchanged and will continue to bear interest at LIBOR plus a margin ranging between 175 basis points and 225 basis points depending upon Graphic's consolidated leverage ratio.)

Fees. Subject to the consummation of the transactions, Graphic has agreed to pay (or cause the borrower to pay) certain fees with respect to the new credit facilities, including (i) fees on the unused commitments of the lenders, (ii) letter of credit fees on the aggregate face amount of outstanding letters of credit plus (minus in the case of the asset-based facility) a fronting bank fee for the letter of credit issuing bank, (iii) quarterly administration fees and (iv) arrangement and other similar fees.

Covenants. It is anticipated that the new credit facilities will be subject to covenants similar to those contained in Graphic's existing credit facility, as the same is amended or amended and restated, including certain financial covenants and covenants that, among other things, would limit or restrict the ability of the borrower and its subsidiaries to dispose of assets, incur additional indebtedness, incur guarantee obligations, prepay subordinated indebtedness, make restricted payments, create liens, make equity or debt investments, make acquisitions or engage in mergers or consolidations.

Events of Default. It is anticipated that the new credit facilities will be subject to customary events of default similar to those contained in Graphic's existing credit facility, as the same is amended or amended and restated, including non-payment of principal, interest or fees, failure to comply with covenants, inaccuracy of representations or warranties in any material respect, cross default to certain other indebtedness, loss of lien perfection or priority, material judgments and change of ownership or control.

Sources and Uses of Funds

Graphic and BCH currently expect that approximately \$1.2 billion of borrowings and cash-on-hand will be required to consummate the refinancing and pay fees and expenses related to the refinancing and the transactions. Assuming the transaction closed on June 30, 2007, approximately \$1.1 billion would have been required to be drawn under the new senior secured term loan facility and approximately \$5 million would be expected to have been drawn under the revolving credit facility. With the borrowings under the amended or amended and restated credit facility and/or the new senior secured asset-based revolving credit facility, Graphic and BCH expect that all outstanding amounts under BCH's existing first and second lien credit facilities (estimated to be approximately \$1.1 billion at the time of the transactions) will be repaid in full and such BCH credit facilities will be terminated. Undrawn amounts under the revolving credit facility will be available on a revolving credit basis for general corporate purposes of the borrower and its subsidiaries.

Exchange of Shares

Exchange Agent

Prior to the transactions, Graphic will appoint an exchange agent to effect the exchange of certificates representing shares of Graphic common stock for certificates representing shares of New Graphic common stock. Prior to the completion of the transactions, New Graphic will deposit with the exchange agent, in trust

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for the holders of Graphic common stock, certificates representing New Graphic common stock issuable upon conversion of shares of Graphic common stock.

Exchange of Graphic Shares

Promptly after the transactions, the exchange agent will mail to each holder of certificates of Graphic common stock a letter of transmittal and instructions explaining how to surrender such certificates to the exchange agent.

Graphic stockholders who surrender their stock certificates to the exchange agent, together with a properly completed and signed letter of transmittal and any other documents required by the instructions to the letter of transmittal, will receive New Graphic common stock certificates representing such number of shares as such holders are entitled to receive in accordance with the transaction agreement.

Graphic common stock certificates should not be returned with the enclosed proxy card and should not be forwarded to the exchange agent except with a signed letter of transmittal and any other documents that may be required by the exchange agent, as provided in the instructions that will accompany the letter of transmittal, which will be provided to Graphic stockholders following the transactions.

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THE TRANSACTION AGREEMENT AND AGREEMENT AND PLAN OF MERGER

Graphic, BCH, the Sellers, Merger Sub, and New Graphic entered into the transaction agreement on July 9, 2007. The transaction agreement, in general, provides for the combination of the businesses of Graphic and BCH. The following is a summary of the material provisions of the transaction agreement. This summary is qualified in its entirety by reference to the transaction agreement, which is incorporated by reference in its entirety and attached to this proxy statement/prospectus as Annex A. This summary may not contain all of the information about the transaction agreement which is important to you, and we encourage you to read the transaction agreement in its entirety.

The transaction agreement has been included to provide you with information regarding its terms, and we recommend that you read carefully the transaction agreement in its entirety. Except for its status as the contractual document that establishes and governs the legal relations among the parties with respect to the transactions, we do not intend for its text to be a source of factual, business or operational information about Graphic, New Graphic or BCH. That kind of information can be found elsewhere in this proxy statement/prospectus and in the documents incorporated herein by reference. The transaction agreement contains representations and warranties of the parties as of specific dates and that may have been used for the purposes of allocating risk between the parties and not for establishing matters as facts. Those representations and warranties are qualified in several important respects, which you should consider as you read them in the transaction agreement, including contractual standards of materiality that may be different from what may be viewed as material to stockholders. Except for the parties themselves, under the terms of the transaction agreement only certain other specifically identified persons are third party beneficiaries of the transaction agreement who may enforce it and rely on its terms. As stockholders, you are not third party beneficiaries of the transaction agreement and therefore may not directly enforce or rely upon its terms and conditions and you should not rely on its representations, warranties or covenants as characterizations of the actual state of facts or condition of Graphic, New Graphic or BCH or any of their respective affiliates. Moreover, information concerning the subject matter of the representations and warranties may have changed since the date of the transaction agreement and subsequently developed or new information qualifying a representation or warranty may have been included in this proxy statement/prospectus.

The transaction agreement provides for the Sellers to exchange BCH equity interests owned by each Seller for newly issued shares of New Graphic common stock. New Graphic will issue an aggregate of 139,445,038 shares of New Graphic common stock to the Sellers for all of the equity interests of BCH. The total number of shares of New Graphic common stock issued to the Sellers is expected to constitute 40.6% of the total number of shares of New Graphic common stock on a fully diluted basis (which includes, in addition to outstanding shares of Graphic common stock, Graphic's restricted stock units, in the money stock options, phantom stock and stock issued in connection with Graphic's employee incentive program), and the total number of shares of New Graphic common stock issued to Graphic stockholders is expected to constitute 59.4% of the total number of shares of New Graphic common stock on a fully diluted basis.

The transaction agreement also governs the merger of Merger Sub, a wholly-owned subsidiary of New Graphic, with and into Graphic, the result of which will be the conversion of each outstanding share of Graphic common stock into the right to receive one share of New Graphic's newly issued common stock. Pursuant to the transaction agreement, New Graphic and the Sellers have entered into, and will enter into, additional agreements in connection with the transactions, including the following agreements:

the voting agreement;

the stockholders agreement; and

the registration rights agreement.

With regard to certain matters pertaining to the transaction agreement, the Sellers have appointed TPG Bluegrass V-AIV 2, L.P. as their representative to act on behalf of the Sellers under the transaction agreement. When acting in this capacity, we refer to TPG Bluegrass V-AIV 2, L.P. as the Sellers Representative.

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The Transactions

Merger of Graphic and Merger Sub

In connection with the merger, Merger Sub, a new, wholly-owned subsidiary of New Graphic, will merge with and into Graphic. As a result, Graphic will survive the merger and become a wholly-owned subsidiary of New Graphic. Upon the completion of the merger, each outstanding share of Graphic common stock will be converted into the right to receive one share of New Graphic common stock.

Contribution from the Sellers to New Graphic

Immediately after the completion of the merger, the Sellers will contribute all of the outstanding equity interests of BCH to New Graphic in exchange for 139,445,038 shares of New Graphic common stock.

Upon the completion of these transactions, Graphic stockholders, in the aggregate, will hold approximately 59.4%, and the Sellers will hold approximately 40.6%, of the common stock of New Graphic that will be outstanding, each calculated on a fully diluted basis.

Conditions

Conditions to the Obligations of Graphic, BCH and the Sellers to Complete the Transactions

The respective obligations of each party to complete the transactions are subject to the satisfaction or waiver on or prior to the closing date of the transactions, of the following conditions:

the adoption of the transaction agreement and the approval of the transactions by Graphic stockholders;

no law, order, or judgment having been issued, enacted, entered or enforced by any court or other governmental authority preventing or making illegal the consummation of the transactions;

any required clearance or approval of the German Cartel Office;

the expiration or termination of any waiting period applicable to the transactions in respect of filings by Graphic and BCH under the HSR Act;

the approval of the listing on the NYSE of New Graphic common stock to be issued in connection with the transactions; and

the registration statement of which this proxy statement/prospectus forms a part shall have become effective under the Securities Act and shall not be the subject of any stop order or proceeding seeking stop order.

Conditions to the Obligations of the Sellers to Complete the Transactions

The Sellers' obligations to complete the transactions are further subject to the satisfaction or waiver on or prior to the closing date of the transactions, of the following additional conditions:

the representations and warranties of Graphic must be true and correct on the date of the transaction agreement and as of the closing date of the transactions as though they were made on and as of such date, except for representations and warranties which speak as of an earlier date, which must be true and correct as of such

date, except where the failure of such representations and warranties to be true and correct does not have, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, as described below, on Graphic;

Graphic, New Graphic and Merger Sub must have performed in all material respects all obligations required to be performed by them under the transaction agreement prior to the closing date of the transactions;

BCH must have received an opinion from Simpson Thacher & Bartlett LLP, counsel to BCH, regarding the tax treatment of the merger and the contribution of the equity interests of BCH by the Sellers as exchanges under Section 351 of the Internal Revenue Code and that the exchange and subsequent

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liquidation of certain corporate Sellers will be treated for federal income tax purposes as transactions described in Section 368(a) of the Internal Revenue Code; and

New Graphic, along with any of the TPG Entities that make such a request of New Graphic, shall have entered into management rights agreements substantially in the forms of the existing management rights agreements certain of the Sellers have entered into with BCH.

Conditions to the Obligations of Graphic to Complete the Transactions

Graphic's obligations to complete the transactions are further subject to the satisfaction or waiver, on or prior to the closing date of the transactions, of the following additional conditions:

the representations and warranties of the Sellers and BCH must be true and correct as of the closing date of the transactions as though they were made on and as of such date, except for representations and warranties which speak as of an earlier date, which must be true and correct as of such date, except where the failure of such representations and warranties to be true and correct does not have, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, as described below, on BCH;

BCH and the Sellers must have performed in all material respects all obligations required to be performed by them under the transaction agreement prior to the closing date of the transactions; and

Graphic must have received the opinion of Alston & Bird LLP, counsel to Graphic, to the effect that the exchange of BCH equity interests and Graphic common stock for New Graphic common stock pursuant to the transactions, taken together, will, with respect to Graphic, be treated for Federal income tax purposes as a transaction described in Section 351 or 368(a) of the Internal Revenue Code.

Material Adverse Effect means, with respect to any person, any event, condition, change, occurrence, development or state of circumstances which, individually or in the aggregate, has or would reasonably be expected to have a material adverse effect on the business, financial condition or results of operations of such person and its subsidiaries considered as a single enterprise, or on the ability of such person to consummate the transactions. However, none of the following events, conditions, changes, occurrences, developments or states of circumstances shall be deemed, either alone or in combination, nor considered in determining whether any matter has or would reasonably be expected to have, a material adverse effect on the business, financial condition or results of operations of such person:

changes or developments in financial, economic, political or industry conditions in the United States or any other jurisdiction in which such person has substantial business operations (except to the extent those changes have a materially disproportionate effect on such person);

changes or developments resulting from factors generally affecting any business in which such person has substantial business operations (except to the extent those changes have a materially disproportionate effect on such person and its subsidiaries);

changes or developments, after the date of the transaction agreement, in any laws or generally accepted accounting principles or the interpretation or enforcement thereof;

changes or developments resulting from or caused by natural disasters, outbreak of major hostilities in which the United States is involved or any act of war or terrorism within the United States or directed against its facilities or citizens wherever located;

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changes or developments relating to the announcement of, entry into, pendency of, actions contemplated by or performance of obligations under, the transaction agreement and the transactions or the identity of the parties to the transaction agreement, including any termination of, reduction in or similar adverse impact on relationships, contractual or otherwise, with any customers, suppliers, distributors, partners or employees of such person relating thereto;

failure by such person to meet internal or third party projections or forecasts or any published revenue or earnings projections for any period; provided, that this exception shall not prevent or otherwise affect

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any determination that any event, condition, change, occurrence, development or state of facts underlying such failure has or resulted in, or contributed to, a Material Adverse Effect;

changes in the market value or the market price or trading value of the publicly traded securities of such person; provided, that this exception shall not prevent or otherwise affect any determination that any event, condition, change, occurrence, development or state of facts underlying such change has or resulted in, or contributed to, a Material Adverse Effect; or

actions required or contemplated to be taken by such person under the transaction agreement or taken at the express request or direction of the other party to the transaction agreement.

No Other Transactions Involving Graphic or the Sellers

No Solicitation of Takeover Proposals

Graphic, BCH and each Seller have agreed that neither it nor its subsidiaries will, and each of Graphic and the Sellers will use its reasonable best efforts to cause its and its subsidiaries' representatives not to directly or indirectly:

solicit, initiate, knowingly encourage or knowingly facilitate any takeover proposal, as described below or the consummation thereof;

enter into, continue or otherwise participate in any discussions or negotiations regarding, or furnish to any person any information in connection with, or otherwise cooperate in any way with any takeover proposal; or

waive, terminate, modify or fail to enforce any provision of any standstill or similar obligation of any person.

A takeover proposal means any inquiry, proposal or offer from any person, other than the Sellers, New Graphic, Merger Sub or any of their affiliates, relating to:

any direct or indirect acquisition or purchase, in one transaction or a series of related transactions, of assets or businesses that constitute 15% or more of the consolidated revenues, net income or assets of BCH or Graphic, as the case may be, or 15% or more of any class of equity securities of BCH or Graphic, as the case may be; or

any tender offer or exchange offer, merger, consolidation, business combination, recapitalization, liquidation, dissolution, joint venture, share exchange or similar transaction that if consummated would result in any person beneficially owning 15% or more of any class of equity securities of BCH or Graphic or any resulting parent of BCH or Graphic, as the case may be;

in each case other than the transactions.

If, however, prior to obtaining its stockholders' approval of the transaction agreement, Graphic receives an unsolicited, bona fide, written takeover proposal that the Graphic board of directors determines in good faith, after consultation with its legal advisors and financial advisors, would reasonably be expected to result in a superior proposal, as described below, Graphic may furnish information to the person making such takeover proposal pursuant to a customary confidentiality agreement (including standstill provisions) not less restrictive than the provisions of the confidentiality agreement between Graphic and BCH and participate in discussions or negotiations regarding such takeover proposal, if and only to the extent that the Graphic board of directors concludes in good faith, after consultation with its counsel, that the failure to take such action would be reasonably expected to violate its fiduciary duties under applicable law.

A superior proposal means any bona fide written offer made by a third party that if consummated would result in such person owning, directly or indirectly, more than 50% of the shares of Graphic common stock or of any other surviving entity then outstanding or all or substantially all the assets of Graphic, which the Graphic board of directors determines in good faith (after consultation with its legal advisors and financial advisors) taking into account all relevant financial, legal, regulatory and other aspects of such proposal,

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including any break-up fee, expense reimbursement provisions and conditions to consummation, and the person making the proposal:

to be more favorable to the stockholders of Graphic from a financial point of view than the transactions (after giving effect to any changes proposed by BCH in response to such offer) and reasonably capable of being completed in a timely manner on the terms set forth in the proposal; and

for which financing, to the extent required, is reasonably assured of being obtained.

Change in Graphic Board of Directors Recommendation

The Graphic board of directors may not:

withdraw, modify, or qualify in any manner or take any action or make any public statement that is inconsistent with, its recommendation of the transaction agreement and the transactions;

approve or recommend, or publicly propose to approve or recommend, any takeover proposal; or

allow Graphic to execute or enter into, any letter of intent, memorandum of understanding, agreement in principle, merger agreement, acquisition agreement, option agreement, joint venture agreement, partnership agreement, or other similar contract or any tender or exchange offer providing for, with respect to, or in connection with, any takeover proposal;

unless, prior to obtaining its stockholders' approval of the transaction agreement, the Graphic board of directors has concluded in good faith, after consultation with, and taking into account the advice of, its legal advisors, that the failure of the board of directors to change, amend or otherwise modify its recommendation would be reasonably expected to violate its fiduciary duties under applicable law. If the Graphic board of directors makes such a determination, then the Graphic board of directors may adversely change its recommendation regarding the transaction agreement and transactions, so long as Graphic has:

provided to BCH five business days' prior written notice advising BCH that the Graphic board of directors intends to take such action and specifying the reasons therefor in reasonable detail, including, if applicable, the terms and conditions of any superior proposal that is the basis of the proposed action by the Graphic board of directors and the identity of the person making the proposal (any material amendment to such superior proposal will require a new written notice to BCH plus two additional business days); and

during such five business day period, if requested by BCH, engaged in good faith negotiations with BCH to amend the transaction agreement or make other agreements in such a manner that failure to take the proposed action by the board of directors would not be reasonably expected to violate its fiduciary duties under applicable law.

Graphic shall, as promptly as practicable (and in any event within 24 hours after receipt), advise BCH orally and in writing of any takeover proposal or any matter giving rise to a change in the recommendation of the Graphic board of directors regarding the transactions and the material terms and conditions of any such takeover proposal or any matter giving rise to a change in the recommendation of the Graphic board of directors. Graphic shall keep BCH informed on a reasonably current basis of material developments with respect to any such takeover proposal or any matter giving rise to a change in the recommendation of the Graphic board of directors.

Stockholder Meeting

The obligation of Graphic to call, give notice of, convene and hold a stockholders meeting so Graphic stockholders can vote on the adoption of the transaction agreement and approval of the transactions is not limited or otherwise affected by the commencement, disclosure, announcement or submission to it of any takeover proposal. If the board of directors of Graphic amends, modifies or otherwise changes its recommendation regarding the transaction agreement and the transactions, Graphic is still obligated to submit the transaction agreement and the transactions to a vote of its stockholders.

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In addition, the transaction agreement does not prohibit Graphic from taking and disclosing to Graphic stockholders a position contemplated by Rule 14e-2(a)(2) or (3) under the Exchange Act or making a statement required under Rule 14d-9 under the Exchange Act with respect to a tender or exchange offer by a third party; *provided, that* compliance with those rules will not limit or modify the effect that any action pursuant to such rules has under the transaction agreement and in no event shall Graphic, or its board of directors or any committee thereof take, or agree or resolve to take, any action recommending that Graphic stockholders tender their shares of Graphic common stock in connection with any such tender or exchange offer unless the Graphic board of directors determines in good faith (after consultation with its financial advisor and legal counsel) that the failure of the Graphic board of directors to take such action would be reasonably expected to violate its fiduciary duties under applicable law, and Graphic shall have complied in all material respects with all of its obligations under the takeover proposals provisions of the transaction agreement.

Termination of the Transaction Agreement

The transaction agreement may be terminated at any time prior to the completion of the transactions (regardless of whether Graphic stockholders have adopted the transaction agreement) under any of the following circumstances:

by mutual consent of the Sellers Representative and Graphic;

by either the Sellers Representative or Graphic if:

any judgment, decree, injunction, ruling, award, settlement, stipulation or order permanently restraining, enjoining or otherwise prohibiting the completion of the transactions becomes final and non-appealable, except no party may terminate the transaction agreement if such party's failure to fulfill any obligation under the transaction agreement has been the cause of such action;

the transactions have not been completed by March 31, 2008 (which date may be extended by Graphic or the Sellers Representative by written notice to the other prior to March 31, 2008 to May 31, 2008 if the delay is the result of the failure to obtain antitrust approvals), except no party may terminate the transaction agreement on such date if such party's failure to fulfill any obligation under the transaction agreement has prevented the completion of the transactions from occurring prior to such date;

Graphic stockholders fail to adopt the transaction agreement and approve the transactions at the special meeting;

there shall have been a breach by the other party of any of the covenants or agreements or any of the representations or warranties on the part of such other party, which breach, either individually or in the aggregate, would result in, if occurring or continuing on the closing date of the transactions, the closing conditions under the transaction agreement to fail to be satisfied, which breach is not cured within 30 days after notice of such breach or which cannot be cured within such time frame; *provided, however*, that no party may terminate the transaction agreement under this provision if such party is in material breach of any covenant or other agreement or in willful and material breach of any representation or warranty; or

by Sellers Representative if, prior to the time the transaction agreement has been adopted and the transactions approved by Graphic stockholders,

the Graphic board of directors (i) withdraws, amends, modifies or qualifies or publicly proposes to withdraw, amend, modify or qualify its recommendation, approval, adoption or declaration of advisability of the transaction agreement or has recommended that Graphic stockholders reject the transaction agreement or the

transactions; or (ii) fails to publicly reaffirm its adoption and recommendation of the transactions within ten business days of receipt of a written request by BCH to provide such reaffirmation following a takeover proposal; or

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Graphic has materially breached certain provisions of the transaction agreement relating to the non-solicitation of takeover proposals and such breach is not cured within 30 days after notice of such breach or exempts any person from any Delaware interested stockholder law or amends its stockholder rights plan to exclude any person for the purpose of permitting an acquisition of shares of Graphic common stock.

Fees and Expenses

General

Whether or not transactions are consummated, all costs and expenses incurred in connection with the transactions shall be paid by the party incurring such expense, except as discussed below, although BCH may pay expenses of the Sellers. If the transactions are consummated, New Graphic shall pay, or cause to be paid, any and all property or transfer taxes imposed on the parties hereto in connection with the transactions, and expenses incurred in connection with filing, printing and mailing this prospectus/proxy statement will be paid by Graphic.

Payment of the Termination Fee by Graphic.

Under the terms of the transaction agreement, Graphic will be obligated to pay to BCH a termination fee in the amount of \$35,000,000 if the transaction agreement is terminated:

by either Sellers Representative or Graphic, if the transactions have not been completed by March 31, 2008 (which date may be extended by Graphic or Sellers Representative by written notice to the other prior to March 31, 2008 to May 31, 2008 if the delay is the result of the failure to obtain antitrust approvals) and the Graphic board of directors had previously adversely changed its recommendation regarding the transaction agreement and the transactions;

by Sellers Representative due to a breach by Graphic of any of its covenants or agreements or representations or warranties, which breach, either individually or in the aggregate, would result in, if occurring or continuing on the closing date, the closing conditions under the transaction agreement to fail to be satisfied, which breach is not cured within 30 days after notice of such breach or which cannot be cured within such time frame and the Graphic board of directors had previously adversely changed its recommendation regarding the transaction agreement and the transactions; or

by Sellers Representative prior to the time the transaction agreement has been adopted and the transactions approved by Graphic stockholders, if (i) the Graphic board of directors (x) withdraws, amends, modifies or qualifies or publicly proposes to withdraw, amend, modify or qualify its recommendation, approval, adoption or declaration of advisability of the transaction agreement or has recommended that Graphic stockholders reject the transaction agreement or the transactions; or (y) fails to publicly reaffirm its adoption and recommendation of the transactions within ten business days of receipt of a written request by BCH to provide such reaffirmation following a takeover proposal; or (ii) Graphic has materially breached certain provisions of the transaction agreement relating to non-solicitation or takeover proposals which such breach is not cured within 30 days after notice of such breach or exempts any person from any Delaware interested stockholder law or amends its stockholder rights plan to exclude any person for the purpose of permitting an acquisition of shares of Graphic common stock.

Additionally, in the event that prior to obtaining the approval of the Graphic stockholders of the transaction agreement and the transactions, a takeover proposal (substituting 50% for each instance of 15% in the definition of takeover proposal above) shall have been made to Graphic or shall have been made publicly to the stockholders of Graphic or

shall have otherwise become publicly known or any person shall have publicly announced an intention to make a takeover proposal and, in each case, such takeover proposal is not withdrawn or abandoned at least 15 days prior to the earlier of (i) the date of the Graphic stockholders meeting and (ii) the date of termination of the transaction agreement and thereafter the transaction agreement

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is terminated in the following circumstances (but does not otherwise result in the payment of the termination fee):

by either Sellers Representative or Graphic, if the transactions have not been completed by March 31, 2008 (which date may be extended by Graphic or the Sellers Representative by written notice to the other prior to March 31, 2008 to May 31, 2008 if the delay is the result of failure to obtain antitrust approvals);

by either Sellers Representative or Graphic, if Graphic stockholders fail to adopt the transaction agreement and approve the transactions at the special meeting; or

by either Sellers Representative, due to a breach by Graphic of any of its covenants or agreements or representations or warranties, which breach, either individually or in the aggregate, would result in, if occurring or continuing on the closing date, the closing conditions under the transaction agreement to fail to be satisfied, which breach is not cured within 30 days after notice of such breach or which cannot be cured within such time frame;

then Graphic shall pay to BCH an amount equal to the documented out-of-pocket fees and expenses of BCH incurred by BCH and the Sellers and their representatives (excluding any consulting, investment banking or similar fee) in connection with the authorization, preparation, negotiation, execution and performance of the transaction agreement and the transactions, up to a maximum amount of \$5,000,000. If within 12 months of such termination Graphic consummates or enters into a binding written agreement with respect to a takeover proposal (substituting 50% for each instance of 15% in the definition of takeover proposal above), Graphic shall pay BCH the excess of the difference between \$35,000,000 and any out-of-pocket expenses previously paid.

Other Covenants

Employee and Employee Benefit Matters

For a period of twelve months following the closing of the transactions, New Graphic shall provide to officers and employees of BCH and Graphic who become employees of New Graphic employee benefits on terms and conditions which are no less favorable in the aggregate than those provided to such employees immediately prior to the closing of the transactions. New Graphic will review, evaluate and analyze the existing Graphic and BCH benefit plans with a view towards developing an appropriate and effective benefit plan for employees of New Graphic on a going forward basis. New Graphic will also honor, in accordance with their terms, all vested or accrued benefit obligations to, the employees of New Graphic, including, without limitation, any benefits or rights arising as a result of the transactions.

Conduct of Business Pending the Closing

The transaction agreement provides that each of BCH and Graphic will conduct its business in the ordinary course and use its reasonable best efforts to preserve substantially intact its business organization, and to preserve its present relationships with customers, suppliers and other persons with which it has significant business relations.

In addition, subject to certain exceptions each of BCH and Graphic have also agreed, prior to the closing of the transactions, not to:

pay any dividends;

split, combine or reclassify any capital stock;

redeem any shares of capital stock;

issue any additional shares of capital stock or rights to purchase such shares;
amend its governing documents;

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acquire in any manner assets of any third party, except for certain capital expenditures not in excess of \$20 million, ordinary course transactions or other acquisitions not in excess of \$1 million;

sell, lease or encumber any of its material properties or assets to third parties, except for disclosed agreements, ordinary course transactions or other sales, leases or encumbrances on assets not exceeding \$10 million in the aggregate in any 6 month period;

redeem or incur additional indebtedness, except in the ordinary course of business under current agreements;

settle, waive or assign any claims or rights material to such person;

enter into, materially modify, terminate or cancel any material contract;

adopt, enter into, terminate or amend any Benefit Plan;

make any material changes in accounting methods, principles or practices, except as required by GAAP; or

make any material changes in its method of tax accounting or tax elections.

Reasonable Best Efforts

The parties to the transaction agreement have agreed to cooperate and to use their reasonable best efforts to take all actions necessary, proper or advisable to complete the transactions as soon as practicable.

In addition, the parties to the transaction agreement have agreed, among other things, to make, appropriate filings pursuant to the HSR Act. Graphic and BCH made these filings on July 23, 2007. On August 22, 2007, Graphic and BCH received a second request from the DOJ regarding the transactions, which extends the waiting period imposed by the HSR Act until 30 days after Graphic and BCH have substantially complied with the second request, unless that period is extended voluntarily by the parties or terminated sooner by the DOJ. The parties have agreed to supply as promptly as practicable any additional information and documentary material that may be requested pursuant to applicable antitrust laws. See *The Transactions Regulatory Approvals Hart-Scott-Rodino Act*.

Each of Graphic and BCH have agreed to use their best efforts to cause the expiration or termination of the applicable waiting periods under the HSR Act and the receipt of required approvals under antitrust laws as soon as practicable, including selling, holding separate or disposing of any business or assets or conducting its business in any specified manner. However, neither Graphic nor BCH would be required to take any such action:

if doing so would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on New Graphic; or

that is not conditioned upon the completion of the transactions.

Graphic and BCH have further agreed that they will use reasonable best efforts to:

cooperate with each other in connection with any filing or submission and in connection with any investigation or other inquiry;

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promptly inform each other of the status of any of the matters contemplated by the transaction agreement, including copies of any written communication received by or given to any governmental authority or in connection with any proceeding by a private party regarding the transactions; and

consult with each other prior to any meeting with any governmental authority or in connection with any proceeding by a private party and give the other party an opportunity to participate in such meetings.

If any objections are asserted with respect to the transactions by any law or governmental order or any administrative or judicial action or proceeding is instituted (or threatened to be instituted) challenging the transactions as violative of any antitrust law, or if any law, order or decree is enacted, entered, promulgated or

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enforced by a governmental entity that would make the transactions illegal or would otherwise prohibit or materially impair or delay the consummation of the transactions, each of Graphic and BCH have agreed to use its best efforts to resolve such objections, actions or proceedings to permit the consummation of the transactions, including selling, holding separate or disposing of any business or assets or conducting its business in any specified manner, subject to the limitations described above. Each of Graphic and BCH have also agreed to use its best efforts to have vacated, lifted, reversed or overturned any decree, judgment, injunction or other order, whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents or restricts consummation of the transactions and to have such statute, rule, regulation, executive order, decree, injunction or administrative order repealed, rescinded or made inapplicable so as to permit consummation of the transactions.

Other Customary Covenants

The transaction agreement contains other customary covenants relating to the completion of the transactions, including covenants relating to this proxy statement/prospectus and the special meeting of Graphic stockholders that will be convened to vote on the transaction agreement and the transactions, the listing of New Graphic common stock, access to information, confidentiality, public announcements, preservation of books and records, compliance with certain SEC matters, restrictions on transfer of BCH equity interests, amendment to the Graphic stockholder rights plan, establishment of a New Graphic stockholder rights plan and a mutual release by each Seller, on the one hand, and BCH and New Graphic, on the other hand, and certain tax matters.

Representations and Warranties

Graphic, BCH, New Graphic and Merger Sub have made various representations and warranties in the transaction agreement. These representations and warranties relate to, among other things:

- organization, standing, power and foreign qualifications;
- capitalization, including the capitalization of New Graphic;
- authorization and the absence of conflicts;
- necessary consents and approvals for the completion of the transactions;
- subsidiaries;
- reports, financial statements and no undisclosed liabilities;
- absence of certain changes or other material adverse effect;
- litigation;
- broker's or finder's fees;
- employee benefit plans;
- taxes;
- environmental matters;

compliance with law;

labor matters;

real and tangible property;

material contracts;

intellectual property;

information supplied in this proxy statement/prospectus;

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affiliate transactions; and

insurance.

The Sellers have made various representations and warranties in the transaction agreement. These representations and warranties relate to, among other things:

organization, standing, power and foreign qualifications;

the ownership of equity interests;

authorization and the absence of conflicts;

accredited investor status.

information supplied in this proxy statement/prospectus; and

broker's or finder's fees.

Amendment

The transaction agreement cannot be amended except by an instrument in writing signed on behalf of each party thereto. The transaction agreement may be amended at any time, except that if Graphic stockholders approve the transactions, then no amendment may be made to the transaction agreement that would materially and adversely affect the rights of such stockholders (except for a termination of the transaction agreement pursuant to the terms thereof) without the further approval of such stockholders.

Governing Law

The transaction agreement is governed by and is to be construed in accordance with the laws of the State of Delaware. The parties have agreed that all litigation arising out of or related to the transaction agreement must be brought in any state or federal court sitting in Delaware.

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OTHER AGREEMENTS

Stockholders Agreement

The following is a summary of the material provisions of the stockholders agreement. This summary is qualified in its entirety by reference to the stockholders agreement, which is incorporated by reference in its entirety and attached to this proxy statement/prospectus as Annex E. This summary may not contain all of the information about the stockholders agreement which is important to you, and we encourage you to read the stockholders agreement in its entirety.

Certain individuals and entities that will be significant stockholders of New Graphic after the completion of the transactions, which we refer to as the covered stockholders have entered into the stockholders agreement, that will become effective upon completion of the transactions. The covered stockholders are the Coors Family Stockholders, the CDR Fund, EXOR, Field Holdings, Inc. and the TPG Entities. The parties thereto have made certain agreements regarding matters further described below, that, among other things: (i) provides the covered stockholders certain rights to designate members of New Graphic's board of directors; (ii) restricts the ability of the covered stockholders to transfer their shares of New Graphic common stock; and (iii) limits the covered stockholders from acquiring additional shares of New Graphic common stock and from taking certain other actions with respect to New Graphic.

Composition of New Graphic's Board of Directors

Under the terms of the stockholders agreement, the board of directors of New Graphic will initially consist of thirteen members, which will include eight of the nine current members of Graphic's board of directors, classified into three classes. Class I will initially consist of five members, and classes II and III will each initially consist of four members. The initial term of each class, starting with Class I, will expire at the first, second and third annual meetings of stockholders following the completion of the transactions.

Upon consummation of the transactions, New Graphic's board of directors will consist of John R. Miller (who will be the non-executive chairman), G. Andrew Botta, Jeffrey H. Coors, Kevin J. Conway, Harold R. Logan, Jr., David W. Scheible, John D. Beckett, Robert W. Tieken, George V. Bayly (the current interim Chief Executive Officer of Altivity), Kelvin L. Davis, Michael G. MacDougall, Jeffrey Liaw, and one additional independent director (as described below) to be designated by the TPG Entities and acceptable to Graphic. Jeffrey H. Coors is the Coors Family Stockholders' designee; Kevin J. Conway is the CDR Fund's designee; and G. Andrew Botta is EXOR's designee. Kelvin L. Davis, Michael G. MacDougall and Jeffrey Liaw are the TPG Entities' designees.

Designation Rights

The stockholders agreement provides that each of the Coors Family Stockholders, the CDR Fund, EXOR and the TPG Entities will have the right, subject to requirements related to stock ownership, to designate a certain number of individuals for nomination for election to the board of directors of New Graphic as described below. Each of the Coors Family Stockholders, the CDR Fund and EXOR is entitled to designate one individual for nomination for election to the board for so long as each such stockholder owns at least 3% of the fully diluted shares of New Graphic common stock.

The TPG Entities, as a group, are entitled to designate the following number of individuals for nomination for election to the New Graphic board of directors for so long as they meet the requirements related to stock ownership specified below:

three individuals for so long as the TPG Entities own at least 20% of the fully diluted shares of New Graphic common stock in the aggregate;

two individuals for so long as the TPG Entities own at least the lesser of (i) 16% of the fully diluted shares of New Graphic common stock in the aggregate or (ii) the percentage of New Graphic common stock then held by the Coors Family Stockholders, but not less than 10%; and

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one individual for so long as the TPG Entities own at least 3% of the fully diluted outstanding shares of New Graphic common stock.

The stockholders agreement further provides that each of the other directors, not designated in the manner described above, will be independent directors, as described below, designated for nomination by the nominating and corporate governance committee of the board.

Pursuant to the stockholders agreement, at each meeting of the stockholders of New Graphic at which directors of New Graphic are to be elected, New Graphic will recommend that the stockholders elect to the board of directors of New Graphic the designees of the individuals designated by the Coors Family Stockholders, the CDR Fund, EXOR and the TPG Entities. In addition, the then serving Chief Executive Officer of New Graphic shall be nominated for election to the board.

In the event that the Coors Family Stockholders, the CDR Fund, EXOR or the TPG Entities lose the right to designate a person to the board, such designee will resign immediately upon receiving notice from the nominating and corporate governance committee that it has identified a replacement director, and will resign in any event no later than 120 days after the designating person or entity loses the right to designate such designee to the board. The board seat formerly occupied by such designee shall become a seat for an additional New Graphic independent director to be selected solely by the nominating and corporate governance committee or the board may determine to reduce its size by the number of vacated board seats.

An independent director is a director who: (i) is not an officer or employee of New Graphic or any of its affiliates, (ii) is not an officer or employee of any covered stockholder or, if such covered stockholder is a trust, a direct or indirect beneficiary of such trust and (iii) meets the standards of independence under applicable law and the requirements applicable to companies listed on the NYSE.

Agreement to Vote for Directors; Vacancies

Each covered stockholder agrees to vote all of the shares owned by such covered stockholder in favor of the CEO director and each of the parties' designees to the board, and to take all other steps within such covered stockholder's power to ensure that the composition of the board is as contemplated by the stockholders agreement.

As long as the Coors Family Stockholders, the CDR Fund, EXOR or the TPG Entities, as the case may be, has the right to designate a person for nomination for election to the board, at any time at which the seat occupied by such party's designee becomes vacant as a result of death, disability, retirement, resignation, removal or otherwise, such party will be entitled to designate for appointment by the remaining directors an individual to fill such vacancy and to serve as a director. New Graphic and each of the covered stockholders has agreed to take such actions as will result in the appointment to the board as soon as practicable of any individual so designated by the Coors Family Representative, the CDR Fund, EXOR or the TPG Entities.

In addition, each covered stockholder has agreed that: (i) it will not vote or give any proxy or written consent in favor of the removal as a director of New Graphic of any of the designees of the covered stockholders (other than such covered stockholders own designee) without the prior written consent of the applicable covered stockholder unless such designee has taken any action contrary to the stockholders agreement; (ii) it will not give any proxy with respect to shares of New Graphic common stock entitling the holder of such proxy to vote on the election of directors unless the holder of such proxy has agreed to comply with the obligations of the stockholders agreement; and (iii) if, in connection with the election of any director, any covered stockholder indicates that it will not vote as required by the stockholders agreement or votes or gives any proxy in contravention of the stockholders agreement, such breaching

covered stockholder constitutes the covered stockholder whose interests are detrimentally affected by such failure to vote as the breaching covered stockholder's irrevocable proxy and attorney-in-fact to vote the breaching covered stockholder's shares in accordance with the stockholders agreement.

At any time at which a vacancy is created on the board as a result of the death, disability, retirement, resignation, removal or otherwise of one of the independent directors before the expiration of his or her term as director, the nominating and corporate governance committee will notify the board of a replacement who is

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a New Graphic independent director. Each of New Graphic and the covered stockholders has agreed to take such actions as will result in the appointment of such replacement to the board as soon as practicable.

Actions of the Board of Directors; Affiliate Agreements

The stockholders agreement provides that actions of the board will require the affirmative vote of at least a majority of the directors present in person or by telephone at a duly convened meeting at which a quorum is present, or the unanimous written consent of the board, except that a board decision regarding the merger, consolidation or sale of substantially all the assets of New Graphic will require the affirmative vote of a majority of the directors then in office. In addition, a decision by New Graphic to enter into, modify or terminate any agreement with an affiliate of the Coors Family Stockholders, the CDR Fund, EXOR or the TPG Entities will require the affirmative vote of a majority of the directors not nominated by a covered stockholder which, directly or indirectly through an affiliate, has an interest in that agreement.

Committees of the Board of Directors

The stockholders agreement provides for the board to have an audit committee, a compensation and benefits committee and a nominating and corporate governance committee as follows:

the audit committee will have at least three members, each of whom will be an independent director;

the compensation and benefits committee will have three members, each of whom will be an independent director;

the nominating and corporate governance committee will have five members, consisting of the directors designated by the Coors Family Stockholders, the CDR Fund, EXOR and two of the directors designated by the TPG Entities. The chairman of the nominating and corporate governance committee shall be any member of the committee chosen by an affirmative vote of a majority of the members of the committee; provided, however, that initially the chairman shall be John R. Miller, who shall be a non-voting chairman, and in which case the committee shall have six members.

Each of New Graphic and the covered stockholders has agreed to take all steps within their power to ensure that the composition of the board's committees are as provided in the stockholders agreement. The rights described above of each of the covered stockholders to have its director designee sit as a member of board committees will cease at such time as such stockholder holds less than 3% of the fully diluted shares of New Graphic common stock, and in the case of the two TPG Entities' designees on the nominating and corporate governance committee, one such designee shall resign from the committee at such time as the TPG Entities have the right to designate only one director for nomination for election to the board. The New Graphic board of directors will fill any committee seats that become vacant in the manner provided in the preceding sentence with independent directors. The board is prohibited from forming an executive committee.

Transfer Restrictions

The covered stockholders are generally restricted from transferring their shares until the expiration of a lock-up period of 180 days after closing of the transactions. After the expiration of the lock-up period, the covered stockholders may transfer their shares:

to New Graphic or in a transaction approved by the New Graphic board of directors;

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to certain affiliated permitted transferees that agree to be bound by the stockholders agreement;

pursuant to a public offering; or

pursuant to a transfer made in accordance with Rule 144 of the Securities Act or that is exempt from the registration requirements of the Securities Act, to any person so long as such transferee would not own in excess of 5% of the fully diluted shares of New Graphic common stock.

The share certificates owned by each covered stockholder will bear customary legends with respect to transfer restrictions.

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Standstill Agreement

The covered stockholders are also subject to standstill provisions that generally restrict the covered stockholders from acquiring additional equity securities of New Graphic (or any rights to purchase equity securities) that would increase such covered stockholder's beneficial ownership of New Graphic