

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 10-Q

(Mark One)

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

For the Quarterly Period Ended March 31, 2002

or

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

For the transition period from _____ to _____

Commission file number 1-15399

PACKAGING CORPORATION OF AMERICA

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or other Jurisdiction
of Incorporation or Organization)

36-4277050
(IRS Employer Identification No.)

1900 West Field Court
Lake Forest, Illinois
(Address of Principal Executive Offices)

60045
(Zip Code)

(847) 482-3000
(Registrant's telephone number, including area code)

Not Applicable
(Former name, former address and former fiscal year, if changed since last report)

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

As of May 9, 2002, the Registrant had outstanding 105,581,993 shares of common stock, par value \$0.01 per share.

**PART I
FINANCIAL INFORMATION**

Item 1. Financial Statements.

**Packaging Corporation of America
Condensed Consolidated Balance Sheets**

March 31, 2002

December 31, 2001

(unaudited)

(In thousands, except share and per share amounts)

Assets

Current assets:

Cash and cash equivalents	\$	77,418	\$	82,465
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Accounts and notes receivable, net of allowance for doubtful accounts of \$4,867 and \$5,232 as of March 31, 2002 and December 31, 2001, respectively	188,396	170,175
Inventories	160,389	170,173
Prepaid expenses and other current assets	18,174	12,058
Deferred income taxes	14,987	13,346
Total current assets	459,364	448,217
Property, plant and equipment, net	1,440,268	1,451,224
Intangible assets, net of accumulated amortization of \$1,731 and \$1,647 as of March 31, 2002 and December 31, 2001, respectively	4,097	4,037
Other long-term assets	64,950	68,302
Total assets	\$ 1,968,679	\$ 1,971,780
Liabilities and shareholders' equity		
Current liabilities:		
Current portion of long-term debt	\$ 81	\$ 54
Accounts payable	96,225	93,873
Accrued interest	26,932	13,590
Accrued liabilities	67,013	84,378
Total current liabilities	190,251	191,895
Long-term liabilities:		
Long-term debt	777,170	795,163
Deferred income taxes	204,296	194,452
Other liabilities	19,957	20,436
Total long-term liabilities	1,001,423	1,010,051
Shareholders' equity:		
Common stock (par value \$.01 per share, 300,000,000 shares authorized, 105,437,718 shares and 105,570,203 shares issued as of March 31, 2002 and December 31, 2001, respectively)	1,054	1,056
Additional paid in capital	486,792	490,915
Retained earnings	290,512	280,886
Accumulated other comprehensive loss	(1,353)	(2,967)
Common stock held in treasury, at cost (3,000 shares at December 31, 2001)	—	(56)
Total shareholders' equity	777,005	769,834
Total liabilities and shareholders' equity	\$ 1,968,679	\$ 1,971,780

See notes to condensed consolidated financial statements.

Packaging Corporation of America
Condensed Consolidated Statements of Income
(unaudited)

	Three Months Ended March 31,	
	2002	2001
<i>(In thousands, except per share amounts)</i>		
Net sales	\$ 414,706	\$ 454,666
Cost of sales	(340,294)	(347,488)
Gross profit	74,412	107,178
Selling and administrative expenses	(31,972)	(30,642)
Other income (expense), net	470	(219)
Corporate overhead	(9,740)	(10,357)
Income before interest, taxes and cumulative effect of accounting change	33,170	65,960
Interest expense, net	(17,186)	(19,562)
Income before taxes and cumulative effect of accounting change	15,984	46,398
Provision for income taxes	(6,358)	(18,284)
Income before cumulative effect of accounting change	9,626	28,114
Cumulative effect of accounting change, net of tax	—	(495)

Net income	\$	9,626	\$	27,619
Weighted average common shares outstanding:				
Basic		105,476		106,414
Diluted		107,760		108,959
Basic earnings per common share:				
Income before cumulative effect of accounting change	\$	0.09	\$	0.26
Cumulative effect of accounting change		—		—
Net income per common share	\$	0.09	\$	0.26
Diluted earnings per common share:				
Income before cumulative effect of accounting change	\$	0.09	\$	0.25
Cumulative effect of accounting change		—		—
Net income per common share	\$	0.09	\$	0.25

See notes to condensed consolidated financial statements.

Packaging Corporation of America
Condensed Consolidated Statements of Cash Flow
(unaudited)

	Three Months Ended March 31,	
	2002	2001
<i>(In thousands)</i>		
Cash Flows from Operating Activities:		
Net income	\$ 9,626	\$ 27,619
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation, depletion and amortization	36,851	34,221
Amortization of financing costs	1,164	1,222
Cumulative effect of accounting change	—	495
Increase in deferred income taxes	8,203	16,234
Gain on disposal of property, plant and equipment	(497)	(587)
Tax benefit associated with stock option exercises	1,327	—
Other, net	2,093	418
Changes in components of working capital:		
(Increase) decrease in current assets—		
Accounts receivable	(18,268)	12,015
Inventories	9,784	6,453
Prepaid expenses and other	(6,029)	(5,618)
Increase (decrease) in current liabilities—		
Accounts payable	2,352	(13,505)
Accrued liabilities	(3,427)	(10,542)
Net cash provided by operating activities	43,179	68,425
Cash Flows from Investing Activities:		
Additions to property, plant and equipment	(26,158)	(20,049)
Additions to other long term assets	(1,547)	(1,346)
Proceeds from disposals of property, plant and equipment	2,573	878
Other, net	277	177
Net cash used for investing activities	(24,855)	(20,340)
Cash Flows from Financing Activities:		
Payments on long-term debt	(17,976)	(11,169)
Repurchases of common stock	(6,754)	—
Issuance of common stock upon exercise of stock options	1,359	1,463
Net cash used for financing activities	(23,371)	(9,706)
Net increase (decrease) in cash	(5,047)	38,379
Cash and cash equivalents, beginning of period	82,465	7,892

See notes to condensed consolidated financial statements.

Packaging Corporation of America

Notes to Condensed Consolidated Financial Statements

(unaudited)
March 31, 2002

1. Basis of Presentation

The consolidated financial statements as of March 31, 2002 and 2001 of Packaging Corporation of America ("PCA" or the "Company") are unaudited but include all adjustments (consisting only of normal recurring adjustments) that management considers necessary for a fair presentation of such financial statements. These financial statements have been prepared in accordance with accounting principles generally accepted in the United States for interim financial information and with Article 10 of SEC Regulation S-X. Accordingly, they do not include all of the information and footnotes required by accounting principles generally accepted in the United States for complete financial statements. Operating results during the period ended March 31, 2002 are not necessarily indicative of the results that may be expected for the period ending December 31, 2002.

2. Summary of Accounting Policies

Basis of Consolidation

The accompanying condensed consolidated financial statements of PCA include all majority-owned subsidiaries. All significant intercompany transactions have been eliminated. The Company has one joint venture that is carried under the equity method.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts in the financial statements and the accompanying notes. Actual results could differ from those estimates.

Segment Information

PCA is primarily engaged in one line of business: the manufacture and sale of packaging materials, boxes and containers for industrial and consumer markets. No single customer accounts for more than 10% of total revenues. As a result of a recent acquisition, PCA now has a small warehouse and assembly operation in Nogales, Mexico.

New Accounting Pronouncements

Effective January 1, 2002, the Company adopted Statement of Financial Accounting Standards ("SFAS") No. 141, "Business Combinations," and SFAS No. 142, "Goodwill and Other Intangible Assets." Under the new rules, goodwill and intangible assets deemed to have indefinite lives are no longer amortized but are subject to annual impairment tests. Other intangible assets will continue to be amortized over their useful lives. Application of the provisions of the Statements did not have a material impact on the Company's consolidated financial position or results of operations. No goodwill amortization was incurred during the year ended December 31, 2001. On March 31, 2002, the Company had only \$1.8 million of goodwill and \$2.3 million of other intangible assets.

Effective January 1, 2002, the Company adopted SFAS No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets," which addresses financial accounting and reporting for the impairment or disposal of long-lived assets and supersedes SFAS No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed of," and the accounting and reporting

provisions of APB Opinion No. 30, "Reporting the Results of Operations" for a disposal of a segment of a business. The adoption of SFAS No. 144 on January 1, 2002, did not have a material impact on the Company's consolidated financial position or results of operations.

In June 2001, the Financial Accounting Standards Board issued SFAS No. 143, "Accounting for Asset Retirement Obligations," which is effective for fiscal years beginning after June 15, 2002. The Statement requires legal obligations associated with the retirement of long-lived assets to be recognized at their fair value at the time that the obligations are incurred. Upon initial recognition of a liability, that cost should be capitalized as part of the related long-lived asset and allocated to expense over the useful life of the asset. The Company will adopt the new rules on asset retirement obligations on January 1, 2003. The adoption of the Statement is not expected to have a material impact on the Company's financial statements.

Revenue Recognition

The Company recognizes revenue as title to the products is transferred to customers. Shipping and handling costs are included in cost of sales. Shipping and handling billings to a customer in a sales transaction are included in revenue.

Comprehensive Income

For the three months ended March 31, 2002 and 2001, total comprehensive income was \$1.6 million greater and \$0.9 million less than net income due to changes in the fair value of derivatives, respectively.

Reclassifications

Prior year's financial statements have been reclassified where appropriate to conform with current year presentation.

3. Earnings Per Share

The following table sets forth the computation of basic and diluted income per common share for the periods presented.

	Three Months Ended March 31,	
	2002	2001
<i>(In thousands, except per share data)</i>		
Numerator:		
Net income	\$ 9,626	\$ 27,619
Denominator:		
Basic common shares outstanding	105,476	106,414
Effect of dilutive securities:		
Stock options	2,284	2,545
Dilutive common shares outstanding	107,760	108,959
Basic income per common share	\$ 0.09	\$ 0.26
Diluted income per common share	\$ 0.09	\$ 0.25

4. Inventories

The components of inventories are as follows:

	March 31, 2002	December 31, 2001
		(audited)
<i>(In thousands)</i>		
Raw materials	\$ 78,202	\$ 82,540
Work in progress	5,796	5,989
Finished goods	46,233	46,942
Supplies and materials	57,566	58,118
Inventories at FIFO cost	187,797	193,589
Excess of FIFO over LIFO cost	(27,408)	(23,416)
Inventory, net	\$ 160,389	\$ 170,173

An actual valuation of inventory under the LIFO method can be made only at the end of each year based on the inventory levels and costs at that time. Accordingly, interim LIFO calculations must necessarily be based on management's estimates of expected year-end inventory levels and costs. Because these are subject to many forces beyond management's control, interim results are subject to the final year-end LIFO inventory valuation.

5. Shareholders' Equity

On May 16, 2001, the Company announced a \$100.0 million common stock repurchase program. PCA currently expects to continue to repurchase the shares from time to time. Through March 31, 2002, the Company repurchased 2,708,300 shares of common stock, of which 385,100 shares were

repurchased during the first quarter of 2002, for approximately \$45.1 million. The shares were retired prior to March 31, 2002.

6. Summarized Combined Financial Information about Guarantor Subsidiaries

The following is summarized aggregated financial information for Packaging Credit Company, LLC, Dixie Container Corporation, PCA International, Inc. and PCA Hydro, Inc., each of which was a wholly-owned subsidiary of PCA and included in the Company's consolidated financial statements. Each of these subsidiaries fully, unconditionally, jointly and severally guaranteed \$550.0 million in senior subordinated notes issued by PCA. Separate financial statements of the guarantor subsidiaries are not presented because, in the opinion of management, such financial statements are not material to

investors. Financial information for Packaging Receivables Company, LLC is reflected as a non-guarantor subsidiary.

	PCA	Guarantor Subs	Non-Guarantor Sub	Eliminations	Total
<i>(In thousands)</i>					
March 31, 2002					
Current assets	\$ 300,555	\$ 71,755	\$ 177,711	\$ (90,657)	\$ 459,364
Non-current assets	1,634,846	123,405	—	(248,936)	1,509,315
Total assets	1,935,401	195,160	177,711	(339,593)	1,968,679
Current liabilities	306,576	2,945	177	(119,447)	190,251
Non-current liabilities	888,161	262	113,000	—	1,001,423
Total liabilities	1,194,737	3,207	113,177	(119,447)	1,191,674
Net assets	\$ 740,664	\$ 191,953	\$ 64,534	\$ (220,146)	\$ 777,005
December 31, 2001					
Current assets	\$ 274,300	\$ 62,264	\$ 190,643	\$ (78,990)	\$ 448,217
Non-current assets	1,649,244	114,932	—	(240,613)	1,523,563
Total assets	1,923,544	177,196	190,643	(319,603)	1,971,780
Current liabilities	288,009	2,651	100	(98,865)	191,895
Non-current liabilities	883,799	252	126,000	—	1,010,051
Total liabilities	1,171,808	2,903	126,100	(98,865)	1,201,946
Net assets	\$ 751,736	\$ 174,293	\$ 64,543	\$ (220,738)	\$ 769,834
Three months ended March 31, 2002					
Net sales	\$ 412,964	\$ 1,742	\$ —	\$ —	\$ 414,706
Pre-tax profit	8,566	28,533	(756)	(20,359)	15,984
Net income	5,111	17,658	(756)	(12,387)	9,626
Three months ended March 31, 2001					
Net sales	\$ 454,666	\$ —	\$ —	\$ —	\$ 454,666
Pre-tax profit	40,775	13,111	1,970	(9,458)	46,398
Net income	24,116	7,425	1,970	(5,892)	27,619

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Results of Operations

Three Months Ended March 31, 2002 Compared to Three Months Ended March 31, 2001

Net Sales

Net sales decreased by \$40.0 million, or 8.8%, for the three months ended March 31, 2002 from the comparable period in 2001. The decrease was primarily the result of decreased sales prices of containerboard and corrugated products.

Total corrugated products volume decreased 0.7% for the three months ended March 31, 2002 from the comparable period in 2001. This decrease was due to the fact that the first quarter of 2002 had two less workdays, those days not falling on a weekend or holiday, than the first quarter of 2001. On a comparable shipments-per-workday basis, corrugated products volume was up 2.5% from the first quarter of 2001. Containerboard volume to external domestic and export customers increased 1.8%.

According to Pulp & Paper Week, average linerboard and semi-chemical medium prices for 42 lb. Liner-East and 26 lb. Medium-East, which are representative benchmark grades, were \$417 and \$373, respectively, per ton for the three months ended March 31, 2002. This compares to \$460 and \$425, respectively, per ton for the three months ended March 31, 2001.

Income Before Interest Expense and Taxes

Operating income decreased by \$32.8 million, or 49.7%, for the three months ended March 31, 2002 compared to the three months ended March 31, 2001. The decrease in operating income was primarily attributable to the lower sales prices described above.

Gross profit decreased \$32.8 million, or 30.6%, for the three months ended March 31, 2002 from the comparable period in 2001. Gross profit as a percentage of sales declined from 23.6% of sales to 17.9% of sales in the current quarter due to the lower sales prices described above.

Selling and administrative expenses increased \$1.3 million, or 4.3%, for the three months ended March 31, 2002 compared to the three months ended March 31, 2001. The increase was primarily the result of increased salary and other general selling related expenses.

Corporate overhead for the three months ended March 31, 2002 decreased by \$0.6 million, or 6.0%, from the comparable period in 2001. The decrease was primarily due to lower bank service fees and reduced professional fees paid to third parties related to tax, legal and investor relations matters.

Interest Expense and Income Taxes

Interest expense decreased by \$2.4 million, or 12.1%, for the three months ended March 31, 2002 from the three months ended March 31, 2001, primarily as a result of voluntary prepayments PCA made in 2001 and during the first quarter of 2002 on the term loans under its senior credit facility.

PCA's effective tax rate was 39.8% for the three months ended March 31, 2002 and 39.4% for the comparable period in 2001. The tax rate is higher than the federal statutory rate of 35% due to state income taxes.

Liquidity and Capital Resources

Cash flow provided by operating activities decreased \$25.2 million, or 36.9%, for the three months ended March 31, 2002 from the comparable period in 2001. The decrease was primarily due to decreases in net income and deferred income taxes offset by an increase in working capital.

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Net cash used for investing activities increased \$4.5 million, or 22.2%, for the three months ended March 31, 2002 compared to the three months ended March 31, 2001, primarily as a result of increased additions to property, plant and equipment.

Net cash used for financing activities increased \$13.7 million, or 140.8%, for the three months ended March 31, 2002 from the comparable period in 2001. The increase was primarily attributable to increased debt prepayments and expenditures to repurchase PCA common stock.

The following table provides the outstanding balance and the weighted average interest rate as of March 31, 2002 for each of PCA's outstanding term loans, revolving credit facility and receivables credit facility:

Borrowing Arrangement (in thousands)	Balance at March 31, 2002	Weighted Average Interest Rate
Term Loan A	\$ 78,815	6.22%
Term Loan B	35,185	6.72%
Senior Revolving Credit Facility:		
Revolver—Eurodollar	—	N/A
Revolver—Base Rate	—	N/A
Receivables Credit Facility	113,000	4.26%
Total	\$ 227,000	5.32%

In addition to the term loans and other borrowing arrangements noted above, PCA has \$550 million of 9⁵/₈% senior subordinated notes due 2009.

The borrowings under the senior revolving credit facility are available to fund PCA's working capital requirements, capital expenditures and other general corporate purposes. The senior revolving credit facility will terminate in 2006. The Term Loan A must be repaid in quarterly installments from March 2004 through June 2006. The Term Loan B must be repaid in quarterly installments from June 2004 through June 2007. The receivables credit facility will terminate in November 2003. As of March 31, 2002, PCA had \$150.0 million in availability and no borrowings outstanding under the senior revolving credit facility. Under the receivables credit facility, PCA had \$37.0 million in availability and \$113.0 million outstanding as of March 31, 2002.

The instruments governing PCA's indebtedness contain financial and other covenants that restrict, among other things, the ability of PCA and its subsidiaries to:

- incur additional indebtedness,
- pay dividends or make certain other restricted payments,
- consummate certain asset sales,
- incur liens,
- enter into certain transactions with affiliates, or
- merge or consolidate with any other person or sell or otherwise dispose of all or substantially all of the assets of PCA.

These limitations could limit corporate and operating activities.

In addition, we must maintain minimum debt service, minimum net worth and maximum leverage ratios under the senior credit facility. A failure to comply with the restrictions contained in the senior credit facility could lead to an event of default, which could result in an acceleration of such

indebtedness. Such an acceleration would also constitute an event of default under the notes indenture and the receivables credit facility.

PCA estimates that it will make approximately \$105.0 million in capital expenditures in 2002. These expenditures will be used primarily for maintenance capital, cost reduction, business growth, and environmental compliance. As of March 31, 2002, PCA had spent \$26.2 million for capital expenditures and had committed to spend an additional \$37.8 million.

PCA believes that cash generated from operations will be adequate to meet its anticipated debt service requirements, capital expenditures and working capital needs for the next 12 months, and that cash generated from operations and amounts available under the senior revolving credit facility will be adequate to meet its anticipated debt service requirements, capital expenditures and working capital needs for the foreseeable future. PCA's future operating performance and its ability to service or refinance the notes, to service, extend or refinance the credit facilities and to pay cash dividends, will be subject to future economic conditions and to financial, business and other factors, many of which are beyond PCA's control.

Market Risk and Risk Management Policies

PCA currently has interest rate collar agreements that protect against rising interest rates and simultaneously guarantee a minimum interest rate. The notional amount of these collar agreements was \$175.0 million as of March 31, 2002. The weighted average floor of the interest rate collar agreements is 5.02% and the weighted average ceiling of the interest rate collar agreements is 6.85%. The interest rate on approximately 77% of PCA's variable-rate debt as of March 31, 2002 was capped. PCA receives payments under the collar agreements if the applicable interest rate (LIBOR or commercial paper) exceeds the ceiling. Correspondingly, PCA makes payments under the collar agreements if the applicable interest rate drops below the floor. In both cases, the amounts received or paid are based upon the notional amount and the difference between the actual interest rate and the ceiling or floor rate. The weighted average duration of the interest rate collar agreements is approximately 13 months.

As a result of the collar agreements noted above and the interest rate environment, a one percent increase in interest rates would result in an increase in interest expense and a corresponding decrease in income before taxes of approximately \$0.5 million annually. As of March 31, 2002, the weighted average LIBOR rate was 2.05% and the weighted average commercial paper rate was 1.87%. The effect of an interest rate change to the fair market value of the outstanding debt is insignificant. This analysis does not consider any other impact on fair value that could exist in such an interest rate environment. In the event of a change in interest rates, management could take actions to further mitigate its exposure to the change. However, due to the uncertainty of the specific actions that would be taken and their possible effects, the sensitivity analysis assumes no changes in PCA's financial structure.

Environmental Matters

PCA is subject to, and must comply with, a variety of federal, state and local environmental laws, particularly those relating to air and water quality, waste disposal and the cleanup of contaminated soil and groundwater. Because environmental regulations are constantly evolving, PCA has incurred, and will continue to incur, costs to maintain compliance with those laws. In particular, the United States Environmental Protection Agency recently finalized the Cluster Rules, which govern pulp and paper mill operations, including those at our Counce, Filer City, Valdosta and Tomahawk mills. Over the next several years, the Cluster Rules will affect PCA's allowable discharges of air and water pollutants, and require PCA to spend money to ensure compliance with those new rules.

Impact of Inflation

PCA does not believe that inflation has had a material impact on its financial position or results of operations during the past three years.

Critical Accounting Policies

Management's discussion and analysis of our financial condition and results of operations are based upon our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States of America. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosures of contingent assets and liabilities. On an ongoing basis, we evaluate our estimates, including those related to bad debts, inventories, intangible assets, pensions and other post-retirement benefits, income taxes, and contingencies and litigation. We base our estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

We believe the following critical accounting policies affect our more significant judgments and estimates used in the preparation of our consolidated financial statements. For a detailed discussion on the application of these and other accounting policies, see Note 2 to our audited consolidated financial statements included in our annual report on Form 10-K for the year ended December 31, 2001.

Accounts Receivable

We evaluate the collectibility of our accounts receivable based upon a combination of factors. In circumstances where we are aware of a specific customer's inability to meet its financial obligations to us (e.g., bankruptcy filings, substantial downgrading of credit sources), we record a specific reserve for bad debts against amounts due to reduce the net recognized receivable to the amount we reasonably believe will be collected. For all other customers, we recognize reserves for bad debts based on the length of time the receivables are past due ranging from 0.1% for current amounts to 20% for amounts more than 90 days past due based on our historical experience. If collection experience deteriorates (i.e., higher than expected defaults or an unexpected material adverse change in a major customer's ability to meet its financial obligations to us), our estimates of the recoverability of amounts due us could be reduced by a material amount.

Inventory

We record our inventory at the lower of LIFO cost or market. The estimated market value is based on assumptions for future demand and related pricing. If actual market conditions are less favorable than those projected by management, reductions in the value of inventory may be required.

Derivatives

We hold derivative financial instruments to hedge our interest rate risk associated with our variable rate long-term debt. These derivatives qualify for hedge accounting as discussed in Note 2 to our audited consolidated financial statements included in our most recent annual report on Form 10-K. We do not speculate in derivatives trading. Hedge accounting results when we designate and document the hedging relationships involving these derivative instruments. While we intend to continue to meet the conditions for hedge accounting, if hedges do not qualify as highly effective or if we did not believe that forecasted transactions would occur, the changes in the fair value of the derivatives used as hedges would be reflected in earnings.

To hedge interest rate risk, interest rate collars are used to protect against rising interest rates and simultaneously guarantee minimum interest rates related to our variable rate debt. These instruments are valued using the market standard methodology of netting the discounted future cash receipts and cash payments. The cash receipts and cash payments are based on an expectation of future interest rates derived from observed market interest rate curves. We have not changed our methods of calculating these fair values or developing the underlying assumptions. The values of these derivatives will change over time as cash receipts and payments are made and as market conditions change. Information about the fair values, notional amounts, and contractual terms of these instruments can be found in Notes 6 and 7 to our audited consolidated financial statements included in our most recent annual report on Form 10-K and the section titled "Quantitative and Qualitative Disclosures About Market Risk" included elsewhere in this report.

In addition to the above derivative financial instruments, we have other contracts covering a portion of our purchases of natural gas and electricity that have the characteristics of derivatives but are not required to be accounted for as derivatives. These contracts for the physical delivery of these items qualify for the normal purchases exception under SFAS No. 133 as we take physical delivery of the item and use it in the production process. This exception is an election and, if not elected, these contracts would be carried in the balance sheet at fair value with changes in fair value reflected in income. These contracts cover natural gas and electricity usage at our mills through 2004.

Environmental Liabilities

The estimated landfill closure and postclosure maintenance costs expected to be incurred upon and subsequent to the closing of existing operating landfill areas are accrued based on the landfill capacity used to date. Amounts are estimates using current technologies for closure and monitoring and are not discounted.

The potential costs for various environmental matters are uncertain due to such factors as the unknown magnitude of possible cleanup costs, the complexity and evolving nature of governmental laws and regulations and their interpretations, and the timing, varying costs and effectiveness of alternative cleanup technologies. Liabilities recorded for environmental contingencies are estimates of the probable costs based upon available information and assumptions. Because of these uncertainties, however, our estimates may change. We believe that any additional costs identified as further information becomes available would not have a material effect on our financial statements.

In connection with the sale to PCA of the containerboard and corrugated products business of Pactiv Corporation in April 1999, Pactiv agreed to retain all liability for all former facilities and all sites associated with offsite waste disposal prior to April 12, 1999. Pactiv also retained environmental liability for a closed landfill located near the Filer City mill.

Debt Covenants

Our senior credit facility requires us to maintain minimum debt service, minimum net worth, and maximum leverage ratios as discussed in Note 6 to our audited consolidated financial statements included in our most recent annual report on Form 10-K. As of March 31, 2002, we were in compliance with these covenants. A failure to comply with the restrictions contained in the senior credit facility could lead to an event of default, which could result in an acceleration of such indebtedness. Due to cross-default provisions contained in the notes indenture and the receivables credit facility, all of our debt would become due in full if any of our debt is in default. Given our results of our operations for the three months ended March 31, 2002 and our projections for future operating results, defaulting on our debt covenants is unlikely absent any material negative event affecting the U.S. economy as a whole. We also believe our lenders would provide us waivers if necessary. However, our expectations of future operating results and continued compliance with our debt covenants cannot be assured and we cannot control our lenders. If our projections of future operating results are not achieved and our debt is placed in default, we would experience a material adverse impact on our reported financial position and results of operations.

Revenue Recognition

We recognize revenue as title to the products is transferred to customers.

Impairment of Long-Lived Assets

Long-lived assets to be held and used are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be fully recoverable. In the event that facts and circumstances indicate that the carrying amount of any long-lived assets may be impaired, an evaluation of recoverability would be performed. If an evaluation were required, the estimated future undiscounted cash flows associated with the asset would be compared to the asset's carrying amount to determine if a write-down to discounted cash flows was required.

Forward-Looking Statements

Some of the statements in this Quarterly Report on Form 10-Q are forward-looking statements. Forward-looking statements include statements about our future financial condition, our industry and our business strategy. Statements that contain words such as "anticipate", "believe", "expect", "intend", "estimate", "hope" or similar expressions, are forward-looking statements. These forward-looking statements are based on the current expectations of PCA. Because forward-looking statements involve inherent risks and uncertainties, the plans, actions and actual results of PCA could differ materially. Among the factors that could cause plans, actions and results to differ materially from PCA's current expectations are those identified under the caption "Risk Factors" in PCA's Registration Statements on Form S-4 and Form S-1, each filed with the Securities and Exchange Commission and available at the SEC's website at "www.sec.gov".

Item 3. Quantitative and Qualitative Disclosures about Market Risk.

For a discussion of market risks related to PCA, see Part I, Item 2, "Management's Discussion and Analysis of Financial Condition and Results of Operations—Market Risk and Risk Management Policies" in this Quarterly Report on Form 10-Q.

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PART II OTHER INFORMATION

Item 1. Legal Proceedings.

On May 14, 1999, PCA was named as a defendant in a Consolidated Class Action Complaint which alleged a civil violation of Section 1 of the Sherman Act. The suit, captioned *Winoff Industries, Inc. v. Stone Container Corporation*, MDL No. 1261 (E.D. Pa.), names PCA as a defendant based solely on the allegation that PCA is a successor to the interests of Tenneco Packaging Inc. and Tenneco Inc., both of which were also named as defendants in the suit, along with nine other linerboard manufacturers. The complaint alleges that the defendants, during the period from October 1, 1993 through November 30, 1995, conspired to limit the supply of linerboard, and that the purpose and effect of the alleged conspiracy was artificially to increase prices of corrugated containers. The plaintiffs have moved to certify a class of all persons in the United States who purchased corrugated containers directly from any defendant during the above period, and seek treble damages and attorneys' fees on behalf of the purported class. The Court granted plaintiffs' motion on September 4, 2001, but modified the proposed class to exclude those purchasers whose prices were "not tied to the price of linerboard." The defendants have appealed the Court's class certification decision, and that appeal is currently pending before the Court of Appeals for the Third Circuit. The case is currently set for trial in January 2003. PCA believes that the plaintiffs' allegations have no merit and intends to defend against the suit vigorously. PCA does not believe that the outcome of this litigation should have a material adverse effect on its financial position, results of operations, or cash flow.

PCA is also party to various legal actions arising in the ordinary course of its business. These legal actions cover a broad variety of claims spanning its entire business. PCA believes that the resolution of these legal actions will not, individually or in the aggregate, have a material adverse effect on its financial condition or results of operations.

Item 2. Changes in Securities and Use of Proceeds.

None.

Item 3. Defaults Upon Senior Securities.

None.

Item 4. Submission of Matters to a Vote of Security Holders.

None.

Item 5. Other Information.

None.

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Item 6. Exhibits and Reports on Form 8-K.

(a) The following exhibits are included in this Quarterly Report on Form 10-Q:

10.1 Second Amendment, dated as of March 8, 2002, to the Amended and Restated Credit Agreement dated as of June 29, 2000, among PCA, Various Lenders, J.P. Morgan Securities Inc. and Deutsche Bank Securities Inc., as Co-Lead Arrangers and Joint Book Runners, Deutsche Bank Securities Inc., as Syndication Agent, Goldman Sachs Credit Partners L.P., as Documentation Agent, and JPMorgan Chase Bank, as Administrative Agent.

(b) Reports on Form 8-K:

SECOND AMENDMENT

SECOND AMENDMENT (this "*Amendment*"), dated as of March 8, 2002, among PACKAGING CORPORATION OF AMERICA, a Delaware corporation (the "*Borrower*"), the various lenders party to the Credit Agreement referred to below (the "*Lenders*"), J.P. MORGAN SECURITIES INC. and DEUTSCHE BANK SECURITIES INC., as Co-Lead Arrangers and Joint Book Runners (in such capacity, each a "*Co-Lead Arranger*" and, collectively, the "*Co-Lead Arrangers*"), DEUTSCHE BANK SECURITIES INC., as Syndication Agent (in such capacity, the "*Syndication Agent*"), GOLDMAN SACHS CREDIT PARTNERS L.P., as Documentation Agent (in such capacity, the "*Documentation Agent*") and JPMORGAN CHASE BANK as successor by merger to Morgan Guaranty Trust Company of New York, as Administrative Agent (in such capacity, the "*Administrative Agent*"). All capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided such terms in the Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, the Borrower, the Lenders, the Co-Lead Arrangers, the Syndication Agent, the Documentation Agent and the Administrative Agent are party to an Amended and Restated Credit Agreement, dated as of June 29, 2000 (as amended, the "*Credit Agreement*"); and

WHEREAS, the parties hereto wish to amend the Credit Agreement as herein provided;

NOW, THEREFORE, it is agreed:

I. Amendment

1. Section 8.01 of the Credit Agreement is hereby amended by deleting in sub-paragraph (e) the text "the Available J.V. Basket Amount and".

2. Section 9.03 of the Credit Agreement is hereby amended by deleting in sub-paragraph (vii) the text ", provided that the aggregate amount of Dividends paid pursuant to this clause (vii), does not exceed \$150,000,000 less the aggregate principal amount of Senior Subordinated Notes redeemed or repurchased pursuant to clause (z) of the proviso to Section 9.11(iii)".

3. Section 9.05 of the Credit Agreement is hereby amended by deleting sub-paragraph (xii) in its entirety and inserting in lieu thereof the following text:

"(xii) so long as (A) there shall exist no Default or Event of Default (both before and after giving effect to the Investment), (B) the Leverage Ratio (both before and after giving effect to the Investment) is less than 4.00:1.00 and (C) after giving effect to the Investment, the Total Available Unutilized Revolving Loan Commitment shall equal or exceed \$50,000,000, the Borrower and its Wholly-Owned Domestic Subsidiaries shall be permitted to make Investments in any Joint Venture."

4. Section 9.11 of the Credit Agreement is hereby amended in sub-paragraph (iii) by deleting the text "in an aggregate principal amount not to exceed \$150,000,000 less the cash Dividends paid pursuant to Section 9.03(vii)".

5. Section 11.01 is hereby amended by (x) deleting the definition of "*Available J.V. Basket Amount*" in its entirety, and (y) deleting the definition of "*Joint Venture*" in its entirety and inserting in lieu thereof the following text:

"*Joint Venture*" shall mean any Person, other than an individual or a Wholly-Owned Subsidiary of the Borrower, (i) in which the Borrower or a Subsidiary of the Borrower holds or acquires an ownership interest (whether by way of capital stock, partnership or limited liability company interest, or other evidence of ownership), (ii) in which another Person (other than the Borrower and its Affiliates) acquires or holds a bona fide significant economic interest (whether by way of capital stock, partnership or limited liability company interest, or other evidence of ownership) and (iii) which is engage in a Permitted Business, provided that a Person not engaged in a Permitted Business shall be deemed to be a Joint Venture for purposes of this Agreement to the extent that the aggregate amount of Investments made in all such Persons does not exceed \$10,000,000."

6. Section 13.07 of the Credit Agreement is hereby amended by deleting in sub-paragraph (a)(i) the text "Available J.V. Basket Amount,".

II. Miscellaneous

1. The Borrower hereby represents and warrants that (i) no Default or Event of Default exists as of the Amendment Effective Date (as defined below) after giving effect to this Amendment and (ii) on the Amendment Effective Date, both before and after giving effect to this Amendment, all representations and warranties (other than those representations made as of a specified date) contained in the Credit Agreement and in the other Credit Documents are true and correct in all material respects.

2. This Amendment shall become effective on the date (the "*Amendment Effective Date*") when the Required Lenders and the Borrower shall have signed a counterpart hereof (whether the same or different counterparts) and shall have delivered (including by way of facsimile transmission) the same to the Administrative Agent at its Notice Office.

3. This Amendment is limited as specified and shall not constitute a modification, acceptance or waiver of any other provision of the Credit Agreement or any other Credit Document.

4. This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts when executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A complete set of counterparts shall be lodged with the Borrower and the Administrative Agent.

5. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

* * *

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IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Amendment to be duly executed and delivered as of the date hereof.

PACKAGING CORPORATION OF AMERICA

By: /s/ PAMELA A. BARNES

Name: Pamela A. Barnes
Title: Treasurer

JPMORGAN CHASE BANK, as successor by
merger to Morgan Guaranty Trust Company
of New York, Individually and as
Administrative Agent

By: /s/ PETER S. PREDUN

Name:
Title:

GOLDMAN SACHS CREDIT PARTNERS L.P.
as Documentation Agent

By: /s/ ELIZABETH FISCHER

Name: Elizabeth Fischer
Title: Authorized Signatory

J.P. MORGAN SECURITIES INC., as Co-Lead
Arranger and Joint Book Runner

By: /s/ PETER S. PREDUN

Name:
Title:

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DEUTSCHE BANK SECURITIES INC., as
Co-Lead Arranger, Joint Book Runner and
Syndication Agent

By:

Name:
Title:

ABN AMRO BANK N.V.

By: /s/ KENNETH E. KOZAR

Name: Kenneth E. Kozar
Title: Assistant Vice President

ABN AMRO BANK N.V.

By: /s/ K. DANIEL STREIFF

Name: K. Daniel Streiff
Title: Group Vice President
AIMCO CLO SERIES 2001-A

By:

Name:
Title:

ALLSTATE LIFE INSURANCE CO.

By:

Name:
Title:

BANK ONE, NA

By: /s/ KELLY T. COTTON

Name: Kelly T. Cotton
Title: Managing Director

BANK OF AMERICA

By:

Name:
Title:

BANK OF CANTON OF CALIFORNIA

By: /s/ WILKIE HUI

Name: Wilkie Hui
Title: VP & Manager

THE GOVERNOR AND COMPANY OF THE
BANK OF IRELAND

By: /s/ GERALDINE HANNON

Name: Geraldine Hannon
Title: Associate Director

By: /s/ MARY CONNOLLY

Name: Mary Connolly
Title: Manager

4

BANK OF MONTREAL

By:

Name:
Title:

BANK OF NOVA SCOTIA

By:

Name:
Title:

BANKERS TRUST COMPANY

By: /s/ MARCO A. ORLANDO

Name: Marco A. Orlando
Title: Director

BAVARIA TRR CORPORATION

By:

Name:
Title:

COMPANGNIE FINANCIERE DE CIC

By:

Name:
Title:

DAI-ICHI KANGYO BANK

By: _____

Name:
Title:

ERSTE BANK

By: /s/ BRANDON A. MEYERSON

Name: Brandon A. Meyerson
Title: Vice President
Erste Bank New York Branch

By: /s/ JOHN S. RUNNION

Name: John S. Runnion
Title: Managing Director
Erste Bank New York Branch

FIRST UNION NATIONAL BANK N.C.

By: /s/ SHAWN JANKO

Name: Shawn Janko
Title: Vice President

FLEET NATIONAL BANK

By: /s/ RICHARD D. HILL, JR.

Name: Richard D. Hill, Jr.
Title: Managing Director

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FUJI BANK, LIMITED

By: /s/ NOBUOKI KOIKE

Name: Nobuoki Koike
Title: SVP

GALAXY CLO 1999-1, LTD.

By: _____

Name:
Title:

Sankaty Advisors, LLC as Collateral
Manager for GREAT POINT CLO 1999-1
LTD., as Term Lender

By: /s/ DIANE J. EXTER

Name: Diane J. Exter
Title: Managing Director
Portfolio Manager

HAMILTON CDO, LTD

By: Stanfield Capital Partners LLC
As its Collateral Manager

By: /s/ CHRISTOPHER E. JANSEN

Name: Christopher E. Jansen
Title: Managing Partner

INDOSUEZ CAPITAL FUNDING IIA, LTD.

By: _____

Name:
Title:

JPMORGAN CHASE BANK

By: _____

Name:
Title:

KZH WATERSIDE LLC

By: /s/ SUSAN LEE

Name: Susan Lee
Title: Authorized Agent

LLOYDS TSB BANK, PLC

LLOYDS TSB BANK, PLC

By: /s/ CATHERINE HANKIN

By: /s/ LISA MAGUIRE

Name: Catherine Hankin
Title: Assistant Vice President,
Corporate Banking, USA B027

Name: Lisa Maguire
Title: Assistant Vice President M067

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MAPLEWOOD (CAYMAN) LIMITED

By: _____

Name:
Title:

MITSUBISHI TRUST & BANKING CORP.

By: _____

Name:
Title:

MORGAN GUARANTY TRUST COMPANY

By: _____

Name:
Title:

NATEXIS BANQUE POPULAIRES

By: _____

Name:
Title:

NORTH AMERICAN SENIOR FLOATING RATE FUND INC.

By: Standfield Capital Partners, LLC
As Subadvisor

By: /s/ CHRISTOPHER E. JANSEN

Name: Christopher E. Jansen
Title: Managing Partner

PEOPLES BANK

By: /s/ DAVID K. SHERRILL

Name: David K. Sherrill
Title: Vice President

RZB FINANCE LLC

By:

Name:
Title:

SEQUILS-PILGRAM I, LTD.

By:

Name:
Title:

SCUDDER FLOATING RATE FUND

By:

Name:
Title:

STEIN ROE & FARNHAM CLO I LTD.

By: /s/ JAMES R. FELLOWS

Name: James R. Fellows
Title: Sr. Vice President & Portfolio
Manager

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SUMITOMO TRUST & BANKING CO.

By:

Name:
Title:

SUMMIT BANK

By:

Name:
Title:

TCW SELECT LOAN FUND, LIMITED

By:

Name:
Title:

PINEHURST TRADING, INC.

By: /s/ ANN E. MORRIS

Name: Ann E. Morris
Title: Asst. Vice President

WINGED FOOT FUNDING TRUST

By: /s/ DIANA L. MUSHILL

Name: Diana L. Mushill
Title: Authorized Agent

SRF 2000 LLC

By: /s/ DIANA L. MUSHILL

Name: Diana L. Mushill
Title: Asst. Vice President

KZH CNC LLC

By: /s/ SUSAN LEE

Name: Susan Lee
Title: Authorized Agent

KZH CRESCENT LLC

By:

Name:
Title:

KZH CRESCENT-2 LLC

By:

Name:
Title:

KZH CRESCENT-3 LLC

By:

Name:
Title:

8

KZH PONDVIEW LLC

By: /s/ SUSAN LEE

Name: Susan Lee
Title: Authorized Agent

KZH SOLEIL LLC

By:

Name:
Title:

ATHENA CDO, LIMITED

By:

Name:
Title:

BANK OF SCOTLAND

By: /s/ JOSEPH FRATUS

Name: Joseph Fratus
Title: Vice President

COLUMBUS LOAN FUNDING, LTD

By:

Name:
Title:

CREDIT LYONNAIS

By: _____

Name:
Title:

ELC (CAYMAN) LTD. CDO SERIES 1999-I

By: _____

Name:
Title:

FIDELITY II: ADV. FL. RATE HIGH INC. FD.

By: _____

Name:
Title:

FORTIS CAPITAL CORP.

By: _____

Name:
Title:

GMAC COMMERCIAL CREDIT LLC

By: _____

Name:
Title:

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IKB DEUTSCHE INDUSTRIEBANK
Luxembourg Branch

By: /s/ ANJA KEUCHEL

Name: Anja Keuchel
Title: Manager

By: /s/ MANFRED ZIWEY

Name: Manfred Ziwey
Title: Director

NORTHERN TRUST COMPANY

By: /s/ CRAIG L. SMITH

Name: Craig L. Smith
Title: Vice President

SEQUILS I, LTD.

By: _____

Name:
Title:

JISSEKIKUN FUNDING, LTD.

By: _____

Name:
Title:

MASSACHUSETTS MUTUAL LIFE
INSURANCE

By: _____

Name:
Title:

MICHIGAN NATIONAL BANK OF DETROIT

By: _____

Name:
Title:

NATIONAL CITY BANK

By: /s/ JON R. HINARD

Name: Jon R. Hinard
Title: Senior Vice President

NORSE CBO, LTD.

By: _____

Name:
Title:

PILGRIM PRIME RATE TRUST

By: _____

Name:
Title:

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PROMETHEUS INVESTMENT FUNDING
NO. I LTD.

By: CPF ASSET ADVISORS LLC, as
Investment Manager

By: /s/ FRANCESCO OSSINO

Name: Francesco Ossino
Title: Director

By: /s/ ELIZABETH H. TALLMADGE

Name: Elizabeth H. Tallmadge
Title: Managing Director
Chief Investment Officer

SWAPS CSLT

By: _____

Name:
Title:

TORONTO DOMINION (TEXAS), INC.

By: /s/ CAROLYN R. FAETH

Name: Carolyn R. Faeth
Title: Vice President

By: _____

Name:
Title:

UNION BANK OF CALIFORNIA, N.A.

By: _____

Name:
Title:

CREDIT INDUSTRIEL ET COMMERCIAL

By: /s/ SEAN MOUNIER

Name: Sean Mounier
Title: First Vice President

By: /s/ ANTHONY ROCK

Name: Anthony Rock
Title: Vice President

WACHOVIA BANK N.A.

By: /s/ SHAWN JANKO

Name: Shawn Janko
Title: Vice President

STANDARD FEDERAL BANK N.A.

By: /s/ KATHLEEN HALLBERG

Name: Kathleen Hallberb
Title: Assistant Vice President

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LENDER: COBANK, ACB

By: /s/ S. RICHARD DILL

Name: S. Richard Dill
Title: Vice President

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For purposes of the Credit Documents to which the Subsidiary Guarantors are party, by their respective signatures below, each Subsidiary Guarantor hereby consents and agrees to the entering into of this Amendment and acknowledges and affirms that each of the Subsidiaries Guaranty and Security Documents (as amended, modified or supplemented prior to the date hereof) remains in full force and effect in accordance with its terms on the date hereof and after giving effect to this Amendment:

DIXIE CONTAINER CORPORATION

By: /s/ JOHN R. OLSEN

Name: John R. Olsen
Title: Asst. Secretary

PCA HYDRO, INC.

By: /s/ JOHN R. OLSEN

Name: John R. Olsen
Title: Asst. Secretary

By: /s/ JOHN R. OLSEN

Name: John R. Olsen
Title: Asst. Secretary

PCA INTERNATIONAL, INC.

By: /s/ PAMELA A. BARNES

Name: Pamela A. Barnes
Title: Treasurer

QuickLinks

[SECOND AMENDMENT](#)