

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of report (Date of earliest event reported): August 31, 2005

Tredegar Corporation

(Exact Name of Registrant as Specified in its Charter)

Virginia

1-10258

54-1497771

(State or Other Jurisdiction
of Incorporation)

(Commission
File Number)

(IRS Employer
Identification No.)

1100 Boulders Parkway
Richmond, Virginia

23225

(Address of Principal Executive Offices)

(Zip Code)

Registrant's telephone number, including area code: **(804) 330-1000**

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement.

As previously reported, in August 2004, the Executive Compensation Committee, as administrator of Tredegar's 2004 Equity Incentive Plan, approved a stock award of 12,000 shares of Tredegar common stock (the "Award") to Mr. John D. Gottwald, Chairman of the Board of Directors, to be awarded on August 31, 2005, so long as Mr. Gottwald continued to serve as Chairman of the Board during the period beginning August 31, 2004, and ending on August 31, 2005. Mr. Gottwald received the Award on August 31, 2005. The granting of the Award reflects the significant contributions that Mr. Gottwald has made and is expected to continue to make to Tredegar. The Award was reviewed by the Board.

The form of Stock Award Agreement, pursuant to which the Award was made, is attached hereto as Exhibits 10.21, and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits.

10.21 Form of Stock Award Agreement.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

TREDEGAR CORPORATION

Date: September 1, 2005

By: /s/ D. Andrew Edwards

D. Andrew Edwards
Vice President, Chief Financial Officer
and Treasurer

TREDEGAR CORPORATION

STOCK AWARD AGREEMENT [FORM]

THIS STOCK AWARD AGREEMENT, dated as of the _____ day of _____, 20__, between TREDEGAR CORPORATION, a Virginia corporation (the “Company”) and _____ (“Participant”) is made pursuant to and subject to the provisions of the Tredegar Corporation 2004 Equity Incentive Plan (the “Plan”), a copy of which has been made available to the Participant. All terms used herein that are defined in the Plan have the same meaning given them in the Plan.

WHEREAS, on _____, 20__, the Committee determined that the Participant shall be granted a Stock Award for _____ shares of Common Stock on _____, 20__.

NOW, THEREFORE, the Company and Participant agree as follows:

1. **Stock Award.** Pursuant to the Plan, the Company, effective as of _____ (the “Date of Grant”), granted to the Participant, subject to the terms and conditions of the Plan and subject further to the terms and conditions herein set forth, a Stock Award covering _____ shares of Common Stock, hereinafter described as the “Shares.”

2. **Vesting.** The Participant’s interest in the Shares shall be nonforfeitable and transferable on the Date of Grant.

3. **No Right to Continued Employment.** This Stock Award Agreement does not confer upon the Participant any right to continue in the employ or service of the Company or an Affiliate, nor shall it interfere in any way with the right of the Company or an Affiliate to terminate such employment or service at any time.

4. **Governing Law.** This Stock Award Agreement shall be governed by the laws of the Commonwealth of Virginia.

5. **Conflicts.** In the event of any conflict between the provisions of the Plan as in effect on the Date of Grant and the provisions of this Stock Award Agreement, the provisions of the Plan shall govern. All references herein to the Plan shall mean the Plan as in effect on the Date of Grant.

6. **Participant Bound by Plan.** The Participant hereby acknowledges that a copy of the Plan has been made available to him and agrees to be bound by all the terms and provisions thereof.

7. **Taxes.** In accordance with the Plan, the Participant agrees to make arrangements, satisfactory to the Company, for the satisfaction of any income and employment tax withholding requirements arising on account of the issuance of the Shares.

8. **Binding Effect.** Subject to the terms and conditions stated above and in the Plan, this Stock Award Agreement shall be binding upon the Participant and his successors in interest and the successors of the Company.

IN WITNESS WHEREOF, the Company has caused this Stock Award Agreement to be signed by a duly authorized officer and the Participant has affixed his signature hereto.

TREDEGAR CORPORATION

By: _____

Participant