

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

FORM 8-A/A
(Amendment No. 3)

FOR REGISTRATION OF CERTAIN CLASSES OF SECURITIES
PURSUANT TO SECTION 12(b) OR 12(g) OF THE
SECURITIES EXCHANGE ACT OF 1934

Tredegar Corporation

(Exact name of registrant as specified in its charter)

Virginia

(State of incorporation or organization)

54-1497771

(IRS employer identification no.)

1100 Boulders Parkway, Richmond, Virginia

(Address of principal executive offices)

23225

(Zip code)

Securities to be registered pursuant to Section 12(b) of the Act:

Title of each class
to be so registered

Name of each exchange on which
each class is to be registered

Preferred Stock Purchase Rights

New York Stock Exchange

If this form relates to the registration of a class of securities pursuant to Section 12(b) of the Exchange Act and is effective pursuant to General Instruction A. (c), check the following box. x

If this form relates to the registration of a class of securities pursuant to Section 12(g) of the Exchange Act and is effective pursuant to General Instruction A. (d), check the following box.

Securities Act registration file number to which this form relates: _____ (if applicable)

Securities to be registered pursuant to Section 12(g) of the Act:

N/A
(Title of class)

Item 1. Description of Registrant’s Securities to be Registered.

Reference is hereby made to the Registration Statement on Form 8-A, Amendment No. 1 thereto and Amendment No. 2 thereto (collectively, the “Registration Statement”) filed by Tredegar Corporation, a Virginia corporation (the “Company”), with the Securities and Exchange Commission (the “SEC”) on June 16, 1999, June 17, 1999 and July 1, 2009, respectively, relating to the Company’s Preferred Stock Purchase Rights. The Registration Statement is incorporated herein by reference.

Effective as of August 31, 2011, following the approval of its Board of Directors, the Company entered into Amendment No. 2 (“Amendment No. 2”) to its Amended and Restated Rights Agreement, dated as of June 30, 2009 (as previously amended, the “Amended and Restated Rights Agreement”), between the Company and Computershare Trust Company, N.A., as Rights Agent. The principal amendment included in Amendment No. 2 is to change the references to “10%” in the definition of “Acquiring Person” in each of the places it appears in Section 1(a) and Section 23(a)(ii) of the Amended and Restated Rights Agreement and in “Summary of Rights to Purchase Preferred Stock” attached as Exhibit B to the Amended and Restated Rights Agreement to “15%.” Under the Amended and Restated Rights Agreement, as amended by the Amendment No. 2, the Distribution Date (as defined in the Amended and Restated Rights Agreement) will occur on the earlier of (i) 10 business days following a public announcement that a person or group of affiliated or associated persons (an “Acquiring Person”) has acquired, or obtained the right to acquire, beneficial ownership of 15% or more of the outstanding shares of the Company’s common stock or (ii) the date designated by the Company’s Board of Directors following the commencement of, or first public disclosure of an intent to commence, a tender or exchange offer that would result in a person or group beneficially becoming an Acquiring Person.

The foregoing summary of Amendment No. 2 is qualified in its entirety by reference to the full text of Amendment No. 2, which is attached hereto as Exhibit 3 and is incorporated herein by reference.

The foregoing summary of the Amended and Restated Rights Agreement is qualified in its entirety by reference to the full text of the Amended and Restated Rights Agreement, which is attached hereto as Exhibit 1 and is incorporated herein by reference.

Item 2. Exhibits.

Exhibit No.

- 1 Amended and Restated Rights Agreement, dated as of June 30, 2009, between Tredegar Corporation and National City Bank, as Rights Agent (filed as Exhibit 1 to Amendment No. 2 to the Company’s Registration Statement on Form 8-A/A (File No. 1-10258), as filed with the SEC on July 1, 2009, and incorporated herein by reference).
 - 2 Amendment to Amended and Restated Rights Agreement, dated as of June 30, 2009, between Tredegar Corporation and Computershare Trust Company, N.A., as Rights Agent.
 - 3 Amendment No. 2 to Amended and Restated Rights Agreement, dated as of June 30, 2009, between Tredegar Corporation and Computershare Trust Company, N.A., as Rights Agent.
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Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the Registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereto duly authorized.

Dated: September 2, 2011

TREDEGAR CORPORATION

By: /s/ A. Brent King

Name: A. Brent King

Title: Vice President, General Counsel and Secretary

**AMENDMENT AND SUBSTITUTION AGREEMENT
(RIGHTS AGREEMENT)**

THIS AMENDMENT AND SUBSTITUTION AGREEMENT, dated as of October 26, 2009, by and among Tredegar Corporation, a Virginia corporation (the “Company”), National City Bank, a national banking association (“National City”) and Computershare Trust Company, N.A., a federally chartered trust company (“Computershare”) to the Amended and Restated Rights Agreement, dated as of June 30, 2009, between the Company and National City (the “Rights Agreement”).

WHEREAS, National City has served as Rights Agent under the Rights Agreement; and

WHEREAS, effective as of October 26, 2009, National City shall resign from performing the functions of Rights Agent under the Rights Agreement; and

WHEREAS, the Company desires to appoint Computershare, and Computershare desires to be appointed, as successor Rights Agent to National City under the Rights Agreement, effective as of October 26, 2009;

WHEREAS, pursuant to Section 21 of the Rights Agreement, National City may resign as Rights Agent and the Company may appoint Computershare as successor Rights Agent; and

WHEREAS, certain provisions of the Rights Agreement must be amended in order to effectuate such appointment;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the Company, National City and Computershare agree as follows:

1. Capitalized terms not defined herein shall have the same meanings as set forth in the Rights Agreement.
 2. In accordance with Section 21 of the Rights Agreement, Computershare is hereby substituted for National City as Rights Agent under the Rights Agreement and each reference in the Rights Agreement, as amended hereby, to the Rights Agent or “National City Bank” shall be a reference to Computershare until such time as a successor Rights Agent is appointed pursuant to Section 21 of the Rights Agreement. Computershare, as the successor Rights Agent, shall have the same powers, rights, duties and responsibilities as if it had been originally named as Rights Agent in the Rights Agreement.
 3. National City hereby covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon reasonable request of the Company, any and all instruments, papers, acts or things, supplemental, confirmatory or otherwise, as may reasonably be required by the Company for the purpose of or in connection with conferring upon Computershare all rights, authority, power duties and responsibilities as Rights Agent under the Rights Agreement.
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4. The fifth sentence of Section 21 of the Rights Agreement is hereby replaced with the following:

Any successor Rights Agent, whether appointed by the Company or by such a court, shall be a corporation organized and doing business under the laws of the United States or of the State of New York or the Commonwealth of Virginia or of another state of the United States (or of any other state of the United States so long as such corporation is authorized to do business as a banking institution in the State of New York or the Commonwealth of Virginia), and is in good standing, that is authorized under such laws to exercise corporate trust powers and is subject to supervision or examination by federal or state authority and that has, including with its Affiliates, at the time of its appointment as Rights Agent a combined capital and surplus of at least \$100,000,000.

5. Computershare hereby represents and warrants to the Company that it meets the requirements of a successor Rights Agent under Section 21, as amended by this Amendment and Substitution Agreement.

6. Each of the Company and National City hereby represent and warrant to the other party that this Amendment and Substitution Agreement serves as effective written notice to the other party in accordance with Section 21 of the Rights Agreement.

7. Section 26 of the Rights Agreement is hereby amended by deleting the following:

National City Bank
Dept. 5352
Shareholder Services Operations
P.O. Box 92301
Cleveland, Ohio 44101-4301

and replacing it with the following:

Computershare Trust Company, N.A.
250 Royall Street
Canton, MA 02021

Attention: Client Services

8. The Company hereby certifies in accordance with Section 27 of the Rights Agreement that the foregoing amendments to the Rights Agreement pursuant to this Amendment and Substitution Agreement are in accordance with Sections 21 and 27 of the Rights Agreement.

9. The term "Agreement" as used in the Rights Agreement shall be deemed to refer to the Rights Agreement as amended hereby, and all reference to the Agreement shall be deemed to include this Amendment and Substitution Agreement.

10. Except as expressly amended hereby, the Rights Agreement shall continue in full force and effect in accordance with the provisions thereof.

11. This Amendment and Substitution Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

12. This Amendment and Substitution Agreement may be executed in any number of counterparts and, if so executed, each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment and Substitution Agreement to be executed in its name by a duly authorized officer as of the date first written above.

TREDEGAR CORPORATION

By: _____
Its: _____

NATIONAL CITY BANK

By: _____
Its: _____

COMPUTERSHARE TRUST COMPANY, N.A.

By: _____

Its: _____

**AMENDMENT NO. 2 (“AMENDMENT”) TO
AMENDED AND RESTATED RIGHTS AGREEMENT,
dated as of June 30, 2009, as heretofore amended (the “Agreement”),
between
TREDEGAR CORPORATION (the “Company”)
and
COMPUTERSHARE TRUST COMPANY, N.A.,
as successor Rights Agent (“Computershare”)**

The Company and Computershare agree that the Agreement is hereby amended effective as of August 31, 2011 in the following respects:

1. The references to “10%” in the definition of “Acquiring Person” in each of the places it appears in Section 1(a) and Section 23(a)(ii) of the Agreement and in the “Summary of Rights to Purchase Preferred Stock” attached as Exhibit B to the Agreement shall be changed to “15%”. Such changes shall not have the effect, nor be deemed to constitute the approval by the Company or its Board of Directors, of making available an exception from the application of the Virginia Affiliated Transactions statute (Virginia Stock Corporation Act, Sections 13.1-725 et. seq.) for any Person pursuant to Section 13.1-727.B.1 or otherwise.
 2. The references to “clause (b)(2)” in each of the places it appears in the second sentence of Section 1(a) of the Agreement shall be changed to “clause (c)(2)”.
 3. The language in the beginning of clause (iv) of Section 1(c) of the Agreement preceding the proviso shall be replaced in its entirety with the following:

“that are beneficially owned, directly or indirectly, by any other Person (or any Affiliate or Associate thereof) with which such Person (or any of such Person’s Affiliates or Associates) has any agreement, arrangement or understanding (whether or not in writing) with respect to any securities of the Company (including any securities of the Company beneficially owned, directly or indirectly, by such other Person (or any Affiliate or Associate thereof) as a hedge against loss in connection with any derivative instrument or similar contract or agreement the value or return on which is based on or linked to the value of or return of any of the Company’s securities) except pursuant to a revocable proxy as described in the proviso to subparagraph (iii) of this paragraph (c)”.
 4. All references in the Agreement to the Rights Agent shall be references to Computershare as successor Rights Agent to National City Bank.
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5. Section 26 of the Agreement shall be amended to change the address of the Rights Agent to:

Computershare Trust Company, N.A.
250 Royall Street
Canton, MA 02021
Attention: Client Services

6. Except as expressly amended hereby, the Agreement shall continue in full force and effect in accordance with the provisions thereof.

7. The term "Agreement" as used in the Rights Agreement shall be deemed to refer to the Amended and Restated Rights Agreement, as previously amended and as further amended by this Amendment, and all references to the Agreement shall be deemed to include this Amendment.

8. This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. A signature to this Amendment transmitted electronically shall have the same authority, effect, and enforceability as an original signature.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date specified above.

TREDEGAR CORPORATION

By: _____

A. Brent King, Vice President, General
Counsel and Secretary

COMPUTERSHARE TRUST COMPANY, N.A.
(as successor Rights Agent under the Agreement)

By: _____

Name:
Title:
