

# MOLSON COORS BREWING CO

## FORM 8-K (Unscheduled Material Events)

Filed 12/31/2002 For Period Ending 12/31/2002

Address	P.O. BOX 4030, MAIL #NH375 GOLDEN, Colorado 80401
Telephone	303-277-3271
CIK	0000024545
Industry	Beverages (Alcoholic)
Sector	Consumer/Non-Cyclical
Fiscal Year	12/28

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OMB Number: 3235-0060

Expires: March 31, 2003

Estimated average burden hours per response: 1.25

**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 reported) December 31, 2002

**ADOLPH COORS COMPANY**

(Exact name of registrant as specified in its charter)

**Colorado**

(State or other jurisdiction  
of incorporation)

**0-8251**

(Commission  
File Number)

**84-0178360**

(IRS Employer  
Identification No.)

**Golden, Colorado**

(Address of principal executive offices)

**80401**

(Zip Code)

Registrant's telephone number, including area code **(303) 279-6565**

**Not applicable**

(Former name or former address, if changed since last report)

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**PART II. OTHER INFORMATION**

**Item 5. Other Events**

Pursuant to a packaging supply agreement (the "Agreement"), Coors Brewing Company (the "Company") purchases most of its domestic paperboard and label packaging from Graphic Packaging Corporation ("GPC"), which is a subsidiary of Graphic Packaging International Corporation. Under its original terms, the Agreement was due to expire on December 31, 2002. Pursuant to an amendment dated December 30, 2002, the term of the Agreement has been extended until March 31, 2003. A conformed copy of the amendment is filed as Exhibit 99.1 to this current report on Form 8-K and incorporated herein by reference. The Company and management currently anticipate that, subject to finalization of terms and approval of the boards of directors of both the Company and GPC, a new packaging supply agreement by and between the Company and GPC will be executed prior to March 31, 2003.

**Item 7. Financial Statements, Pro Forma Financial Information and Exhibits**

- (a) Financial Statements of Business Acquired.

Not applicable

(b) Pro Forma Financial Information.

Not applicable

(c) Exhibits.

**Exhibit no.**

	<b>Description</b>
99.1	Second Amendment to Supply Agreement, dated 12/30/2002, by and between Coors Brewing Company and Graphic Packaging Corporation

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**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.

ADOLPH COORS COMPANY

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(Registrant)

Date December 31, 2002

/s/ ANNITA M. MENOGAN

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(Annita M. Menogan, Secretary)

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**PART II. OTHER INFORMATION**

[Item 5. Other Events](#)

[Item 7. Financial Statements, Pro Forma Financial Information and Exhibits](#)

**SIGNATURES**

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**Exhibit 99.1**

**SECOND AMENDMENT TO SUPPLY AGREEMENT**

This First Amendment to Supply Agreement (the "Amendment") is made effective as of the 30th day of December, 2002, by and between Coors Brewing Company ("COORS"), a Colorado Corporation with its principal place of business in Golden, Colorado, and Graphic Packaging Corporation ("GPC"), a Delaware corporation with its principal place of business in Golden, Colorado.

**WHEREAS COORS and GPC** entered into a Supply Agreement effective September 1, 1998, which agreement is set to expire on December 31, 2002 (the "Supply Agreement");

**WHEREAS COORS and GPC** have agreed in principle to the business terms of a new supply agreement;

**WHEREAS COORS and GPC** have determined that their respective board of directors must approve the terms of the new supply agreement;

**WHEREAS** the next occasion where the respective boards of directors will convene a regular meeting will not occur until February of 2003;

**NOW** , in consideration of the mutual covenants contained in this Amendment and for other good and valuable consideration, COORS and GPC agree to amend the Supply Agreement as follows:

1. Section 2.0 of the Supply Agreement shall be amended so that the existing first sentence of that section shall be replaced in its entirety by the following: "This Agreement shall commence on the Effective Date and shall continue in effect until March 31, 2003, unless earlier terminated pursuant to the terms of this Agreement."
2. All other terms of the Supply Agreement shall remain in full force and effect.

Notwithstanding paragraph 2 above, pricing and packaging materials costs will remain in full force and effect as reflected on the price list dated May 30, 2002, and there shall be no commodity price increase effective January 1, 2003. The difference between these costs and those that are incorporated into a new agreement between the parties shall be accrued by each party beginning January 1, 2003. Reconciliation of the differences between the prices paid and the costs incurred between January 1, 2003 and the effective date of a new agreement will be settled within thirty (30) days of the effective date of the new agreement.

**IN WITNESS WHEREOF** , a duly authorized representative of each of the parties have executed this Amendment as of the date first above written.

**COORS BREWING COMPANY**

By: /s/ ROBERT K. CASERIA

Title: Group V.P. Supply Chain

**GRAPHIC PACKAGING CORPORATION**

By: /s/ DON STURDIVANT

Title: President, Performance Packaging Div.

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[Exhibit 99.1](#)

[SECOND AMENDMENT TO SUPPLY AGREEMENT](#)

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**End of Filing**

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