
**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

June 30, 2009
(Date of Report/Date of earliest event reported)

SOLO CUP COMPANY

(Exact name of registrant as specified in its charter)

Commission file number 333-116843

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

47-0938234
**(I.R.S. Employer
Identification No.)**

1700 Old Deerfield Road
Highland Park, Illinois
(Address of principal executive offices)

60035
(Zip Code)

Registrant's telephone number, including area code: 847/831-4800

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- 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))
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ITEM 1.01 Entry into a Material Definitive Agreement.

On June 30, 2009, Solo Cup Company, a Delaware corporation (the “Company”), and Solo Cup Investment Corporation, a Delaware corporation (“SCIC”) entered into an amendment (“Amendment No. 2”) to the Management Agreement held with SCC Holding Company LLC (“SCC Holdings”), dated as of February 27, 2004, and amended as of December 19, 2008 (“SCC Management Agreement”). Amendment No. 2 provides that SCC Holdings will receive a per annum management fee of \$800,000 beginning with fiscal year 2009 (The SCC Management Agreement was filed as Exhibit 10.17 to the Form S-4 dated as of June 24, 2004 and filed June 25, 2004 [SEC File No. 333-116843], as amended by Amendment No. 1, dated as of December 19, 2008, to Management Agreement, dated as of February 27, 2004, among SCIC, the Company and SCC Holdings and filed as Exhibit 99.2 to the Form 8-K filed on December 23, 2008 [SEC File No. 333-116843]).

The foregoing description of Amendment No. 2 to the SCC Management Agreement is qualified in its entirety by reference to the complete text of the amendment filed herewith as Exhibit 99.1, and is hereby incorporated by reference.

ITEM 9.01 Financial Statements and Exhibits.

The following exhibit is furnished herewith:

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
Exhibit 99.1	Amendment No. 2 to Management 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.

SOLO CUP COMPANY

By: /s/ Robert D. Koney, Jr.

Robert D. Koney, Jr.

Chief Financial Officer

Date: July 7, 2009

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
Exhibit 99.1	Amendment No. 2 to Management Agreement

AMENDMENT NO. 2 TO MANAGEMENT AGREEMENT

Dated as of June 30, 2009

AMENDMENT NO. 2 TO THE MANAGEMENT AGREEMENT (the "**Amendment**") among Solo Cup Investment Corporation, a Delaware corporation ("**Holdings**"), Solo Cup Company, a Delaware corporation (the "**Company**") and SCC Holding Company LLC, a Delaware limited liability company ("**SCC**"). Except as otherwise specified herein, all terms used in this Amendment which are not otherwise defined in this Amendment but which are defined in the Management Agreement (as hereinafter defined), shall have the meanings ascribed to such terms as set forth in the Management Agreement.

WHEREAS, Holdings, the Company and SCC have entered into a Management Agreement dated as of February 27, 2004 and Amendment No. 1 thereto dated as of December 19, 2008 (collectively, the "**Management Agreement**"); and

WHEREAS, the parties have agreed, subject to the terms and conditions hereinafter set forth, to further amend the Management Agreement in certain respects as set forth below.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the sufficiency and receipt of all of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendment to Management Agreement. Effective as of the date hereof, the first sentence of Section 3 of the Management Agreement is hereby amended by deleting it in its entirety and substituting the following sentence in lieu thereof:

"3. FEES. Subject to the provisions of Section 5 and beginning with fiscal year 2009, Holdings and the Company and their respective successors hereby jointly and severally agree to pay to SCC a per annum management fee (the "Fee") equal to \$800,000, which shall not vary regardless of the level of services provided pursuant to Section 2 for such year.

2. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by telecopier shall be effective as delivery of a manually executed counterpart of this Amendment.

3. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

4. Management Agreement. Except as revised by this Amendment, all other terms and conditions of the Management Agreement are in full force and effect and are hereby confirmed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by a duly authorized representative, as of the date first above written.

SOLO CUP INVESTMENT CORPORATION

By: /s/ Robert M. Korzenski

Name: Robert M. Korzenski

Title: CEO and President

SOLO CUP COMPANY

By: /s/ Robert M. Korzenski

Name: Robert M. Korzenski

Title: CEO and President

SCC HOLDING COMPANY LLC

By: /s/ Robert L. Hulseman

Name: Robert L. Hulseman

Title: Chairman and CEO