

Exemption From Securities Laws. The issuance of the New Common Stock, the New First Lien Notes and any other security that may be deemed to be issued pursuant to the Plan shall be exempt from any federal, state or local laws requiring registration for the offer and sale of such securities or registration or licensing of an issuer of, underwriters of, or broker or dealer in, such securities, to the fullest extent permitted by section 1145 of the Bankruptcy Code.

“Change of Control” Provisions. Notwithstanding anything to the contrary contained in the Plan, the Note Indenture, or any executory contract to which any of the Debtors is a party, the transactions to be consummated in accordance with the Plan shall not create, or be deemed to create, (a) any right on the part of a Noteholder to require that any of the Debtors or the Reorganized Debtors repurchase such Holder’s Note or (b) any other claim in connection therewith, upon a “Change of Control,” as such term may be defined in the Note Indenture or in any executory contract being assumed pursuant to the Plan.

Substantive Consolidation of the Debtors for Voting and Distribution Purposes Only. On and after the Effective Date, except for Other Secured Claims in Class 2, and solely for purposes of voting on, and making distributions under, the Plan, each and every Claim in the Debtors’ Chapter 11 Cases against any of the Debtors shall be deemed filed against the consolidated Debtors, and shall be deemed a single consolidated Claim against and obligation of the consolidated Debtors. Such limited consolidation shall in no manner affect or alter (other than for Plan voting and distribution purposes) (i) the legal and corporate structures of the Reorganized Debtors, or (ii) pre- and post-Petition Date Liens, guarantees and security interests that are required to be maintained (x) in connection with contracts or unexpired leases that were entered into during the Chapter 11 Cases or that have been or will be assumed pursuant to section 365 of the Bankruptcy Code and/or the Plan, (y) in connection with the terms of the New First Lien Notes, and (z) pursuant to the terms and conditions contained in the Plan. From and after the Effective Date, each of the Reorganized Debtors will be deemed a separate and distinct entity, properly capitalized, vested with all of the assets of such Debtor as they existed prior to the Effective Date and having the liabilities and obligations provided for under the Plan. Notwithstanding anything in Section 4.15 of the Plan to the contrary, all post-Effective Date fees payable to the United States Trustee pursuant to 28 U.S.C. §1930, if any, shall be calculated on a separate legal entity basis for each Debtor.

E. Corporate Governance and Management of the Reorganized Debtors

Corporate Existence. Except as otherwise provided in the Plan, each Debtor shall continue to exist after the Effective Date as a separate corporate entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to its certificate of incorporation and bylaws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and bylaws (or other formation documents) are amended under the Plan, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law).

Management of Reorganized Debtors. On the Effective Date, the management, control and operation of the Reorganized Debtors shall become the general responsibility of the board of directors of Reorganized WTI, which shall, thereafter, have responsibility for the management, control and operation of Reorganized WTI and its direct and indirect subsidiaries in accordance with applicable law.

New Management Stock Incentive Plan. On the Effective Date, the New Management Stock Incentive Plan shall be (and shall be deemed to be) adopted by the Reorganized Debtors, and by voting to accept the Plan, all Holders of Claims shall be deemed to have ratified and approved the New Management Stock Incentive Plan. The New Management Stock Incentive Plan shall be effective immediately on the Effective Date, and shall be deemed to replace and supersede all prior stock incentive plans (or components of other incentive plans governing stock incentives, but not any other components of such incentive plans) of WTI in effect on and as of the Effective Date. Pursuant to the New Management Stock Incentive Plan, ten percent (10%) of the New Common Stock, on a fully diluted basis, shall be reserved for issuance to eligible employees, directors, officers or consultants and advisors of Reorganized WTI in the form of restricted stock (50%) and options (50%). The allocation and vesting schedule for issuances under the New Management Stock Incentive Plan shall be determined by the board of directors of Reorganized WTI. All options governed by the New Management Stock Incentive Plan shall have an exercise price based upon an equity value of Reorganized WTI of \$70 million and shall expire on the tenth anniversary of the Effective Date.

Board Of Directors of Reorganized Debtors. On the Effective Date, the board of directors of Reorganized WTI shall be composed of a newly-organized five member board of directors which shall consist of (i) one director nominated by Plainfield, (ii) one director nominated by the Ad Hoc Group, (iii) Steven S. Elbaum, who will serve as initial Chairman, and (iv) two other individuals to be mutually agreed upon by the Ad Hoc Group and Plainfield prior to Confirmation. From and after the eighteen month anniversary of the Effective Date, all directors of Reorganized WTI shall be elected by a vote of a majority of the shares of New Common Stock represented in person or by proxy at a stockholders' meeting. The Debtors shall disclose on or before the Confirmation Date the names of the Persons to be appointed to the board of directors of Reorganized WTI pursuant to section 5.4 of the Plan. The board of directors of each Reorganized Debtor (other than Reorganized WTI) shall be identified and selected by the board of directors of Reorganized WTI and consist of some or all of the members of the board of directors of Reorganized WTI. In accordance with Section 1129(a)(5) of the Bankruptcy Code, the Debtors will disclose on or before the Confirmation Date the identity and affiliations of any Person proposed to serve on the initial board of directors of the Reorganized Debtors.

Officers of Reorganized Debtors. On the Effective Date, the officers of the respective Debtors immediately prior to the Effective Date shall serve as the officers of the Reorganized Debtors. After the Effective Date, the officers of the Reorganized Debtors shall be determined by the board of directors of the Reorganized Debtors.

Indemnification of Post-Effective Date Directors and Officers. The amended certificates of incorporation and articles of organization or formation of the Reorganized Debtors shall

authorize the Reorganized Debtors to indemnify and exculpate their respective officers, directors, managers and agents to the fullest extent permitted under applicable law.

F. Distributions Under the Plan

Distributions to Holders of Allowed Claims Only. Until a Disputed Claim becomes an Allowed Claim, distributions of Cash, New Common Stock and/or other Instruments or Property otherwise available to the Holder of such Claim shall not be made. Prior to the Effective Date, Holders of Note Claims shall be required to provide the Disbursing Agent an Internal Revenue Service Form W-9 (or, if applicable, an appropriate Internal Revenue Service Form W-8).

Distribution Record Date. As of the close of business on the Distribution Record Date, the various transfer registers for each of the Classes of Claims as maintained by the Debtors or their agents shall be deemed closed, and there will be no further changes in the record holders of any of the Claims. The Debtors shall have no obligation to recognize any transfer of any such Claims occurring on or after the Distribution Record Date. The Debtors or the Reorganized Debtors, as applicable, shall recognize only those record holders of such Claims stated on the transfer ledgers as of the close of business on the Distribution Record Date. The Distribution Record Date shall be the record date for purposes of making distributions under the Plan.

Disbursing Agent. The Reorganized Debtors, as Disbursing Agent, or such other Entity designated by the Reorganized Debtors as a Disbursing Agent, shall make all distributions under the Plan when required by the Plan. A Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court.

Rights and Powers of Disbursing Agent. The Disbursing Agent shall be empowered to (a) effect all actions and execute all agreements, Instruments and other documents necessary to perform its duties under the Plan, (b) make all distributions contemplated by the Plan, and (c) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions of the Plan.

Delivery of Distributions.

- In General. Subject to Bankruptcy Rule 9010 and except as otherwise provided in Section 7.5.2 of the Plan, all distributions to any Holder of an Allowed Claim including, without limitation, distributions of New Common Stock and, to the extent applicable, Cash, to Holders of Allowed Note Claims, shall be made at the address of such Holder as set forth in the Debtors' books and records and/or on the Schedules filed with the Bankruptcy Court unless the Debtors or their Disbursing Agent have been notified in writing of a change of address including, without limitation, by the filing of a Proof of Claim by such Holder that contains an address for such Holder different from the address reflected on such books and records or Schedules for such Holder.

Distributions of New First Lien Notes. Distributions of New First Lien Notes to Holders of Allowed Note Claims shall be made by means of book-entry exchange through the facilities of the DTC in accordance with the customary practices of the DTC, as and to the extent

practicable, and the DTC shall be instructed to effect such distributions on a Pro Rata basis as provided under the Plan. The New First Lien Notes will be issued in denominations of \$1,000 principal amount or integral multiples thereof, and the Pro Rata principal amount of New First Lien Notes to be distributed to each Holder of an Allowed Note Claim as provided in the Plan will be rounded up or down, as applicable, in accordance with the customary practices of the DTC (and no Cash shall be payable with respect to any portion of the Pro Rata principal amount that was subtracted to effect such rounding).

Timing of Distributions. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, and if so completed shall be deemed to have been completed as of the required date.

Distributions of Unclaimed Property. In the event that any distribution to any Holder is returned as undeliverable, the Disbursing Agent shall use reasonable efforts to determine the current address of such Holder, but no distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then current address of such Holder, at which time such distribution shall be made to such Holder without interest or accruals of any kind. Such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code on the six month anniversary of the Effective Date. After that date, all unclaimed property or interest in property shall revert to the Reorganized Debtors and the Claim of any Holder to such property or interest in property shall be discharged and forever barred.

Time Bar to Cash Payments. Checks issued by the Reorganized Debtors on account of Allowed Claims shall be null and void if not negotiated within ninety (90) days from and after the date of issuance thereof. Holders of Allowed Claims shall make all requests for reissuance of checks to the Reorganized Debtors. Any Claim in respect of a voided check must be made on or before the six month anniversary of the date of issuance. After such date, all Claims and respective voided checks shall be discharged and forever barred and the Reorganized Debtors shall retain all monies related thereto.

Fractional Shares. No fractional shares of New Common Stock shall be issued or distributed under the Plan. The actual distribution of shares of New Common Stock shall be rounded to the next higher or lower number as follows: (a) fractions of one-half (1/2) or less shall be rounded to the next lower whole number, and (b) fractions of greater than one-half (1/2) shall be rounded to the next higher whole number. The total number of shares of New Common Stock to be distributed under the Plan shall be adjusted as necessary to account for such rounding. No consideration shall be provided in lieu of fractional shares that are rounded down. Neither the Debtors, the Reorganized Debtors nor the Disbursing Agent shall have any obligation to make a distribution that is less than one share of New Common Stock.

Setoffs. The Debtors or the Reorganized Debtors may, but shall not be required to, set off or recoup against any Allowed Claim, and the payments or other distributions to be made pursuant to the Plan in respect of such Allowed Claim, any claims, rights or Causes of Action of any nature whatsoever that the Debtors or Reorganized Debtors may have against the Holder of such Claim; provided, however, that neither the failure to do so nor the allowance of any Claim

under the Plan shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claims, rights or Causes of Action.

G. Procedures for Disputed Claims

Resolution of Disputed Claims. Except as set forth in any order of the Bankruptcy Court, any Holder of a Claim against the Debtors shall file a Proof of Claim with the Bankruptcy Court or with the agent designated by the Debtors for this purpose on or before the Claims Bar Date. The Debtors prior to the Effective Date, and thereafter the Reorganized Debtors, shall have the exclusive authority to file objections to Proofs of Claim on or before the Claims Objection Bar Date, and to settle, compromise, withdraw or litigate to judgment objections to any and all Claims, regardless of whether classified or otherwise. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without approval of the Bankruptcy Court.

Estimation of Claims. Any Debtor may, at any time, request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether such Debtor has previously objected to such Claim or whether the Bankruptcy Court has ruled on such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal related to any such objection. In the event the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Debtors may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All of the aforementioned objection, estimation and resolution procedures are cumulative and are not necessarily exclusive of one another. Claims may be estimated and thereafter resolved by any permitted mechanism.

No Partial Distributions Pending Allowance. Notwithstanding any other provision in the Plan, except as otherwise agreed by the Debtors or the Reorganized Debtors, no partial payments or distributions shall be made with respect to a Disputed Claim unless and until all objections to such Disputed Claim have been settled or withdrawn or have been determined by a Final Order.

Distributions After Allowance. To the extent a Disputed Claim becomes an Allowed Claim, the Disbursing Agent shall distribute to the Holder thereof the distributions, if any, to which such Holder is then entitled under the Plan. Any such distributions shall be made in accordance with and at the time mandated by the Plan. No interest shall be paid on any Disputed Claim that later becomes an Allowed Claim.

H. Executory Contracts And Unexpired Leases

Assumption of Executory Contracts and Unexpired Leases. As of the Effective Date, all executory contracts and unexpired leases to which any Debtor is a party and which are listed on a schedule to be filed with the Plan Supplement (the “Rejected Contracts Schedule”) shall be and shall be deemed to be rejected in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code. All executory contracts and unexpired leases not listed

on the Rejected Contracts Schedule and not rejected prior to the Confirmation Date or otherwise the subject of a motion to reject filed on or before the Confirmation Date shall be assumed as of the Effective Date in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code. Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such assumptions and rejections pursuant to sections 365 and 1123 of the Bankruptcy Code. Each executory contract and unexpired lease assumed pursuant to the Plan shall revest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption or applicable federal law.

Cure of Defaults of Assumed Executory Contracts and Unexpired Leases.

(a) Except as otherwise specifically provided in the Plan, any monetary defaults under each executory contract and unexpired lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date or in the ordinary course of business, subject to the limitation described below, or on such other terms as the parties to such executory contracts or unexpired leases may otherwise agree. In the event of a dispute regarding: (1) the amount of any payments to cure such a default, (2) the ability of the Reorganized Debtors or any assignee to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the executory contract or unexpired lease to be assumed, or (3) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption; provided, however, that based on the Bankruptcy Court’s resolution of any such dispute, the applicable Debtor or Reorganized Debtor shall have the right, within 30 days after the entry of such Final Order and subject to approval of the Bankruptcy Court pursuant to section 365 of the Bankruptcy Code, to reject the applicable executory contract or unexpired lease.

(b) Assumption of any executory contract or unexpired lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at any time prior to the effective date of assumption. Any Proofs of Claim filed with respect to an executory contract or unexpired lease that has been assumed shall be deemed disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court.

Assumption of Alpine Agreements.

(a) Effective upon the Effective Date, the Reorganized Debtors, as applicable, shall assume the Alpine Agreements, which agreements shall be on the same terms and conditions as in effect on the Petition Date, except that the Alpine Management Agreement shall be amended to provide for (i) a 3 year term and (ii) payment of a management fee to Alpine equal to \$1.25 million per annum plus reimbursement of reasonable fees and expenses plus the right to receive, at the same time as any Cash is received by holders of New Common Stock in connection with a Liquidity Event consummated prior to the third anniversary of the Effective Date or signed prior to the third anniversary of the Effective Date and consummated thereafter, a

payment/distribution equal to (a) 20% of the aggregate Cash consideration received by holders of New Common Stock in excess of \$70 million but less than \$120 million and (b) 25% of the aggregate Cash consideration received by holders of New Common Stock in excess of \$120 million (it being understood that the foregoing thresholds shall be reduced on a dollar for dollar basis to take into account any payments or distributions made to holders of New Common Stock (in their capacity as such) from time to time after the Effective Date and prior to any such Liquidity Event). For clarification, if any Cash consideration, including contingent Cash consideration, is paid or distributed to the holders of New Common Stock in connection with a Liquidity Event consummated prior to the third anniversary of the Effective Date or signed prior to such third anniversary and consummated thereafter, then Alpine shall be entitled to receive its allocable portion of such consideration (i.e., 0%, 20% or 25%, as applicable, depending on the amount of the aggregate Cash consideration received by holders of New Common Stock as of such time), including contingent Cash consideration, at the same time as any such payment or distribution is made to holders of New Common Stock.

(b) On the Effective Date, the Alpine Management Agreement also shall be modified to provide as follows: (i) in addition to the current termination rights set forth in the Alpine Management Agreement, the Debtors or Reorganized Debtors, as applicable, shall have the right to terminate the Alpine Management Agreement for any reason upon at least 3 months written notice, provided such termination shall not terminate or in any manner affect the right of Alpine to receive all accrued and unpaid management fees and expenses as of such termination date; (ii) Alpine's termination rights will be limited to those currently contained in the Alpine Management Agreement (i.e., due to willful misconduct, gross negligence or material breach by the Debtors); (iii) if the Reorganized Debtors terminate the Alpine Management Agreement pursuant to the current termination rights set forth in the Alpine Management Agreement (i.e., due to willful misconduct, gross negligence or material breach by Alpine, which would include a wrongful termination by Alpine or a refusal by Alpine to continue to provide services under the Alpine Management Agreement), such termination will eliminate the right to receive the Liquidity Event payments/distributions described above (the "Liquidity Event Rights"); (iv) if the Reorganized Debtors terminate the Alpine Management Agreement because Steven S. Elbaum resigns from the board of directors or is otherwise not available to provide services on behalf of Alpine pursuant to the Alpine Management Agreement, then (x) Alpine shall be entitled to retain a prorated share of the Liquidity Event Rights based on the portion of the three-year term that has elapsed prior to termination and (y) the remainder of the Liquidity Event Rights shall be eliminated; and (v) if the Reorganized Debtors terminate the Alpine Management Agreement for any reason other than pursuant to clauses (iii) and (iv) of Section 9.3(b) of the Plan, or if Alpine terminates the Alpine Management Agreement pursuant to the current termination rights set forth in the Alpine Management Agreement, then Alpine shall be entitled to retain all of the Liquidity Event Rights.

(c) On the Effective Date, no further cure as described in section 365 of the Bankruptcy Code shall be required to be made by WTI in connection with the assumption by the Reorganized Debtors of the Alpine Agreements (except with respect to any cure required to be paid by the Debtors to Alpine relating to any hedging arrangements identified in the Alpine Agreements, which obligations shall be assumed and be rendered unimpaired).

(d) For the avoidance of doubt, the amendments to the Alpine Management Agreement described in Section 9.3 of the Plan shall be effective only upon the Effective Date and such amended terms and provisions shall be of no force or effect prior to Confirmation of the Plan.

Assumption of Compensation and Benefit Programs. With the exception of the Pension Plan (which shall be addressed and treated in accordance with the treatment provided to the PBGC Claim under Article III of the Plan), the Debtors shall file with the Plan Supplement a schedule, which shall be in form and substance reasonably acceptable to the Debtors and the Requisite Supporting Noteholders, listing all employment, retirement, indemnification, and other agreements or arrangements in place as of the Effective Date with the Debtors' officers or employees, or retirement income plans and welfare benefit plans for such persons, or discretionary bonus plans or variable incentive plans regarding payment of a percentage of annual salary based on performance goals and financial targets for certain employees identified as key leaders, top level managers, or sales leaders, including, but not limited to, the Annual Performance Incentive Plan (APIP), the New Path Incentive Plan (NPIP), the Sales Incentive Plan, the Merit Bonus Plan, the 2009 Discretionary Bonus Plan, and the 2009 Retention Plan (each as previously identified to the Ad Hoc Group), to be assumed by the Reorganized Debtors and to remain in place after the Effective Date; provided, however, that the foregoing shall not apply to any equity-based compensation or incentive-based plan, agreement, or arrangement existing as of the Petition Date, which such plan, agreement or arrangement shall be deemed terminated, superseded and replaced by the New Management Stock Incentive Plan. Nothing in the Plan shall limit, diminish, or otherwise alter the Reorganized Debtors' defenses, claims, Causes of Action, or other rights with respect to any such contracts, agreements, policies, programs, and plans. Notwithstanding the foregoing, pursuant to section 1129(a)(13) of the Bankruptcy Code, on and after the Effective Date, all retiree benefits (as that term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable law (subject to any and all rights of the Debtors or Reorganized Debtors under applicable law, including, without limitation, the right to amend or terminate such benefits).

Pass-Through. Any rights or arrangements necessary or useful to the operation of the Debtors' business but not otherwise addressed as a Claim or Interest, including non-exclusive or exclusive patent, trademark, copyright, maskwork or other intellectual property licenses and other executory contracts not assumable under section 365(c) of the Bankruptcy Code, shall, in the absence of any other treatment, be passed through the bankruptcy proceedings for the Debtors and the Debtors' counterparty's benefit, unaltered and unaffected by the bankruptcy filings or the Chapter 11 Cases.

Survival of Indemnification and Corporation Contribution. The obligations of the Debtors, if any, to indemnify and/or provide contribution to its current and former directors, officers, employees, managing agents, and attorneys, and such current and former directors' and officers' respective affiliates, pursuant to the Corporate Documents and/or any employment contracts, applicable statutes or other contractual obligations, in respect of all past, present and future actions, suits and proceedings against any of such directors, officers, employees, managing agents, and attorneys, based on any act or omission related to the service with, for or on behalf of the Debtors, will be deemed and treated as executory contracts that are assumed by the applicable Debtor or Reorganized Debtor pursuant to the Plan and sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Accordingly, such indemnification and

contribution obligations will not be discharged, but will instead survive and be unaffected by entry of the Confirmation Order.

Insurance Policies. Each of the Debtors' insurance policies and any agreements, documents, or Instruments relating thereto, are treated as executory contracts under the Plan. On the Effective Date, the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and Instruments relating to coverage of all insured Claims.

Modifications, Amendments, Supplements, Restatements, or Other Agreements.

(a) Unless otherwise provided in the Plan, each executory contract or unexpired lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such executory contract or unexpired lease, and all executory contracts and unexpired leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan.

(b) Modifications, amendments, supplements, and restatements to prepetition executory contracts and unexpired leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the executory contract or unexpired lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

Bar Date for Filing Claims for Rejection Damages. If the rejection of an executory contract or unexpired lease pursuant to the Plan gives rise to a Claim, a Proof of Claim must be served upon the Debtors and the Debtors' counsel within 30 days after the later of: (a) notice of entry of the Confirmation Order; or (b) such other notice that the executory contract or unexpired lease has been rejected.

Any such Claim not served within such time period will be forever barred. Each such Claim will constitute a General Unsecured Claim, to the extent such Claim is Allowed by the Bankruptcy Court.

Reservation of Rights. Nothing contained in the Plan shall constitute an admission by the Debtors that any executory contract or unexpired lease is in fact an executory contract or unexpired lease or that any of the Reorganized Debtors has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Reorganized Debtors, as applicable, shall have 30 days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

Nonoccurrence of Effective Date. In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting unexpired leases pursuant to section 365(d)(4) of the Bankruptcy Code.

Contracts and Leases Entered Into After the Petition Date. Contracts and leases entered into after the Petition Date by any Debtor, including any executory contracts and unexpired leases assumed by such Debtor, will be performed by the applicable Debtor or Reorganized

Debtor liable thereunder in the ordinary course of its business. Accordingly, such contracts and leases (including any assumed executory contracts and unexpired leases) will survive and remain unaffected by entry of the Confirmation Order.

I. Releases, Injunctions and Discharge

Releases by the Debtors. Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, on and after the Effective Date, the Released Parties are deemed released and discharged by the Debtors, the Reorganized Debtors, and the Estates from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether for tort, fraud, contract, violations of federal or state securities laws, or otherwise, including any derivative Claims asserted or that could possibly have been asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan, the related Disclosure Statement, the related Plan Supplement, or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date of the Plan. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims released by Section 10.1 of the Plan; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors asserting any claim or Cause of Action released pursuant to the Debtor Release.

Releases by Holders of Claims and Interests. To the greatest extent permissible by law and except as provided in the last sentence of Section 10.2 of the Plan, as of the Effective Date, each Holder of a Claim against the Debtors shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged the Third Party Releasees from any and all Claims, Interests, obligations, rights, suits,

damages, Causes of Action, remedies, and liabilities whatsoever, whether for tort, fraud, contract, violations of federal or state securities laws, or otherwise, including any derivative Claims, asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, or otherwise, that such entity would have been legally entitled to assert (whether individually or collectively), based on or in any way relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan, the related Disclosure Statement, the related Plan Supplement, or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date of the Plan. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Third Party Release is: (1) in exchange for the good and valuable consideration provided by the Third Party Releasees; (2) a good faith settlement and compromise of the Claims released by Section 10.2 of the Plan; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any Entity granting a Third Party Release from asserting any claim or Cause of Action released pursuant to the Third Party Release.

Nothing in this Third Party Release shall be deemed to release or Impair any Allowed General Unsecured Claim against the Debtors, which Allowed General Unsecured Claims against the Debtors shall be treated as set forth in Article III of the Plan.

Mutual Releases by Released Parties. As of the Effective Date, each of the Released Parties hereby unconditionally forever releases, waives and discharges all known and unknown Causes of Action of any nature that such Released Party has asserted, may have asserted, could have asserted, or could in the future assert, directly or indirectly, against any of the other Released Parties based on any act or omission relating to the Debtors or their business operations (including, without limitation, the organization or capitalization of the Debtors or extensions of credit and other financial services and accommodations made or not made to the Debtors) or the Chapter 11 Cases on or prior to the Effective Date; provided, however, that the foregoing releases shall not apply to Causes of Action that arise from obligations or rights created under or in connection with the Plan or any agreement provided for or contemplated in the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Mutual Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Mutual Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims released by Section 10.3 of the Plan; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any Entity granting a Mutual Release from asserting any claim or Cause of Action released pursuant to the Mutual Release.

Exculpation. To the greatest extent permissible by law, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any Exculpated Claim or any obligation, Cause of Action, or liability for any Exculpated Claim; **provided, however,** that in all respects such Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to, or in connection with, the Plan. The Debtors and the Reorganized Debtors (and each of their respective affiliates, officers, directors, employees, managers, principals, agents, attorneys, financial advisors, accountants, investment bankers, consultants, representatives, and other professionals) have participated in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of the New Common Stock pursuant to the Plan, and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

Injunction. Except as otherwise expressly provided in the Plan or for obligations issued pursuant to the Plan, all Entities who have held, hold, or may hold Claims or Interests that have been released pursuant to Section 10.1 or Section 10.2 of the Plan, discharged pursuant to Section 10.6 of the Plan, or are subject to exculpation pursuant to Section 10.4 of the Plan are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Released Parties, or the Exculpated Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (4) asserting any right of subrogation or recoupment of any kind against any obligation due from such Entities or against the property or Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released or settled pursuant to the Plan.

Violation of Injunctions. Any Person injured by any willful violation of such injunction may recover actual damages, including costs and attorneys' fees and, in appropriate circumstances, may recover punitive damages from the willful violator.

Consent to Injunctions. By accepting distributions or other benefits pursuant to the Plan, each Holder of an Allowed Claim receiving distributions pursuant to the Plan shall be deemed to have specifically consented to the injunctions set forth in the Plan.

Discharge of Claims and Termination of Interests. Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in any contract, Instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any Property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code; provided, however, that, upon the Effective Date, all Allowed General Unsecured Claims shall be Reinstated and shall not be subject to the discharge provisions of Section 10.6 of the Plan. Any default by the Debtors or their affiliates with respect to any Claim or Interest that existed immediately prior to or on account of the filing of the Chapter 11 Cases shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring. Section 10.6 of the Plan also shall apply to any and all Claims against non-Debtor subsidiaries and affiliates of the Debtors on account of or relating to the Notes.

No Releases of Claims By Debtors Against Non-Debtor Subsidiaries or Joint Ventures. Notwithstanding anything to the contrary contained in the Plan (including, without limitation, anything to the contrary contained in Sections 10.1, 10.2, 10.3, 10.4, 10.5 or 10.6 of the Plan), nothing in the Plan or the Confirmation Order shall (or shall be deemed to) constitute a waiver, release or discharge by the Debtors or Reorganized Debtors of any Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether for tort, fraud, contract, violations of federal or state securities laws, or otherwise, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, against or relating to any non-Debtor subsidiaries or Joint Ventures.

J. Conditions Precedent to Confirmation and Consummation of the Plan

Conditions Precedent to Confirmation. It shall be a condition precedent to Confirmation of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Section 11.3 of the Plan:

(a) the Bankruptcy Court shall have entered an order, in form and substance reasonably acceptable to the Debtors and the Requisite Supporting Noteholders, approving the adequacy of the Disclosure Statement;

(b) the Plan shall be in form and substance reasonably acceptable to the Debtors and the Requisite Supporting Noteholders;

(c) the Bankruptcy Court shall have entered the Confirmation Order in form and substance reasonably acceptable to the Debtors and the Requisite Supporting Noteholders;

(d) the final version of the Plan Supplement and all of the schedules, documents, and exhibits contained therein shall have been filed with the Bankruptcy Court and the same shall be in form and substance reasonably acceptable to the Debtors and the Requisite Supporting Noteholders; and

(e) the PBGC Settlement Agreement, containing terms and conditions acceptable to the Debtors and the Requisite Supporting Noteholders, shall have been entered into and approved by the Bankruptcy Court.

Conditions Precedent to the Effective Date. It shall be a condition precedent to the Effective Date of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Section 11.3 of the Plan:

(a) all conditions to Confirmation in Section 11.1 of the Plan shall have been either satisfied or waived pursuant to Section 11.3 of the Plan;

(b) the Confirmation Order shall have become a Final Order;

(c) all Supporting Professional Fee Claims, to the extent invoiced and timely submitted for payment to the Debtors, shall have been paid in full in Cash;

(d) the New First Lien Notes and any and all agreements and documents relating thereto shall have been executed, issued and delivered by the Reorganized Debtors;

(e) all actions, documents, certificates, and agreements necessary to implement the Plan, including documents contained in the Plan Supplement, shall have been effected or executed and delivered, as the case may be, to the required parties and, to the extent required, filed with the applicable governmental units in accordance with applicable laws;

(f) (i) unless increased pursuant to a written agreement with the Requisite Supporting Noteholders, the aggregate amount of Allowed General Unsecured Claims shall not exceed the General Unsecured Claims Cap; and (ii) if the aggregate amount of Allowed General Unsecured

Claims exceeds the General Unsecured Claims Cap (as same may be increased pursuant to a written agreement with the Requisite Supporting Noteholders), then the treatment of Allowed General Unsecured Claims shall be as otherwise agreed upon by the Debtors and the Requisite Supporting Noteholders, failing which the Requisite Supporting Noteholders shall have the right to terminate the Plan Support Agreement pursuant to its terms;

(g) the Holdback Escrow Account shall have been fully funded as required pursuant to the Plan; and

(h) the PBGC Settlement Agreement, containing terms and conditions acceptable to the Debtors and the Requisite Supporting Noteholders, shall have become effective.

Waiver of Conditions. The conditions to Confirmation and the Effective Date set forth in Article XI of the Plan may be waived by the Debtors without notice, leave, or order of the Bankruptcy Court or any formal action other than proceedings to confirm or consummate the Plan; provided, however, that the Debtors shall not waive any such conditions without the prior written consent of the Requisite Supporting Noteholders.

Effect of Failure of Conditions. If Consummation does not occur, the Plan shall be null and void in all respects, and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by the Debtors, any Holders of Claims or Interests, or any other Entity; (2) prejudice in any manner the rights of the Debtors, any Holders of Claims or Interests, or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders of Claims or Interests, or any other Entity in any respect.

Substantial Consummation. On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

K. Retention Of Jurisdiction

Under sections 105(a) and 1142 of the Bankruptcy Code, and notwithstanding the Plan's Confirmation and the occurrence of the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction (except with respect to the purposes described under clauses (a) and (n) below, with respect to which jurisdiction shall not be exclusive) over all matters arising out of or related to the Chapter 11 Cases and the Plan, to the fullest extent permitted by law, including jurisdiction to:

- (a) determine any and all objections to the allowance of Claims or Interests;
- (b) determine any and all motions to estimate Claims at any time, regardless of whether the Claim to be estimated is the subject of a pending objection, a pending appeal, or otherwise;
- (c) determine any and all motions to subordinate Claims or Interests at any time and on any basis permitted by applicable law;
- (d) hear and determine all Administrative Expense Claims;

- (e) hear and determine all matters with respect to the assumption or rejection of any executory contract or unexpired lease to which one or more of the Debtors are parties or with respect to which a one or more of the Debtors may be liable, including, if necessary, the nature or amount of any required cure or the liquidation of any Claims arising therefrom;
- (f) hear and determine any and all adversary proceedings, motions, applications, and contested or litigated matters arising out of, under, or related to, the Chapter 11 Cases;
- (g) enter such orders as may be necessary or appropriate in aid of the Consummation of the Plan and to execute, implement, or consummate the provisions of the Plan and all contracts, Instruments, releases, and other agreements or documents created in connection with the Plan or the Confirmation Order;
- (h) hear and determine disputes arising in connection with the interpretation, implementation, Consummation, or enforcement of the Plan and all contracts, Instruments, and other agreements executed in connection with the Plan;
- (i) hear and determine any request to modify the Plan or to cure any defect or omission or reconcile any inconsistency in the Plan or any order of the Bankruptcy Court;
- (j) issue and enforce injunctions or other orders, or take any other action that may be necessary or appropriate to restrain any interference with or compel action for the implementation, Consummation, or enforcement of the Plan or the Confirmation Order;
- (k) enter and implement such orders as may be necessary or appropriate if the Confirmation Order is for any reason reversed, stayed, revoked, modified, or vacated;
- (l) hear and determine any matters arising in connection with or relating to the Plan, the Confirmation Order or any contract, Instrument, release, or other agreement or document created in connection with the Plan or the Confirmation Order;
- (m) enforce all orders, judgments, injunctions, releases, exculpations, indemnifications and rulings entered in connection with the Chapter 11 Cases;
- (n) recover all assets of the Debtors and Property of the Debtors' Estates, wherever located;
- (o) hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

- (p) hear and determine all disputes involving the existence, nature, or scope of the discharge of the Debtors;
- (q) hear and determine such other matters as may be provided in the Confirmation Order or as may be authorized under, or not inconsistent with, provisions of the Bankruptcy Code; and
- (r) enter a final decree closing the Chapter 11 Cases.

L. Miscellaneous Provisions

Immediate Binding Effect. Subject to Section 11.2 of the Plan and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring Property under the Plan, and any and all parties to executory contracts and unexpired leases with the Debtors.

Effectuating Documents; Further Transactions. The Debtors or the Reorganized Debtors (as the case may be) are authorized to execute, deliver, file, or record such contracts, Instruments, releases, indentures, and other agreements or documents, and take such actions, as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The secretary or any assistant secretary of the Debtors or the Reorganized Debtors is authorized to certify or attest to any of the foregoing actions.

Payment of Statutory Fees. All fees payable pursuant to section 1930(a) of the Judicial Code, as determined by the Bankruptcy Court at a hearing pursuant to section 1128 of the Bankruptcy Code, shall be paid by each of the Reorganized Debtors (or the Disbursing Agent on behalf of each of the Reorganized Debtors) for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first.

Dissolution of Any Statutory Committee. On the Effective Date, any statutory committee appointed in the Chapter 11 Cases shall dissolve, and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases. The Reorganized Debtors shall no longer be responsible for paying any fees or expenses incurred by any statutory committees after the Effective Date.

Entire Agreement. On the Effective Date, except as otherwise indicated, the Plan and the Plan Supplement shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

Exhibits. All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are filed, copies of such exhibits and documents shall be available upon written request to the

Debtors' counsel at the address below or by downloading such exhibits and documents from the Debtors' restructuring website at <http://www.donlinrecano.com/wt> or the Bankruptcy Court's website at www.deb.uscourts.gov. To the extent any exhibit or document is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall control.

Exemption From Certain Transfer Taxes. Pursuant to section 1146(c) of the Bankruptcy Code, any transfers from the Debtors to the Reorganized Debtors or any other Person or Entity pursuant to or in connection with the Plan shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, or other similar tax or governmental assessment, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing Instruments or other documents without the payment of any such tax or governmental assessment.

Amendment, Modification and Severability of Plan Provisions. If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

(a) The Plan may be amended or modified before the Effective Date by the Debtors to the extent provided by section 1127 of the Bankruptcy Code; provided, however, that any such material amendment, modification or supplement shall require the prior written consent of the Requisite Supporting Noteholders.

(b) The Debtors reserve the right to modify or amend the Plan upon a determination by the Bankruptcy Court that the Plan, in its current form, is not confirmable pursuant to section 1129 of the Bankruptcy Code. To the extent such a modification or amendment is permissible under section 1127 of the Bankruptcy Code, without the need to resolicit acceptances, the Debtors reserve the right to sever any provisions of the Plan that the Bankruptcy Court finds objectionable.

(c) The Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date. If the Debtors revoke or withdraw the Plan, or if Confirmation does not occur, then the Plan shall be null and void, and nothing contained in the Plan shall: (1) constitute a waiver or release of any Claims by or against, or any Interests in, the Debtors; or (2) prejudice in any manner the rights of the Debtors in any further proceedings.

Withholding and Reporting Requirements. In connection with the Plan and all distributions thereunder, the Disbursing Agent shall, to the extent applicable, comply with all tax withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions thereunder shall be subject to any such withholding and reporting requirements. The Disbursing Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements.

Closing of Chapter 11 Cases. The Reorganized Debtors shall, promptly after the full administration of the Chapter 11 Cases, file with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

Conflicts. To the extent that any provision of the Disclosure Statement, the Plan Supplement, or any other order (other than the Confirmation Order) referenced in the Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the Plan, the Plan shall govern and control.

Notices to Debtors. Any notice, request, or demand required or permitted to be made or provided to or upon a Debtor or a Reorganized Debtor under the Plan shall be (i) in writing, (ii) served by (a) certified mail, return receipt requested, (b) hand delivery, (c) overnight delivery service, (d) first class mail, or (e) facsimile transmission, and (iii) deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

WOLVERINE TUBE, INC.
200 Clinton Avenue West
Suite 1000,
Huntsville, AL 35801
Attn: David Owen
Telephone: (256) 580-3976
Facsimile: (256) 890-0470

with a copy to:

- COZEN O'CONNOR, P.C.
Chase Manhattan Centre
1201 North Market Street
Suite 1400
Wilmington, Delaware 19801
Attn: Mark E. Felger
Telephone: (888) 207-2440
Facsimile: (302) 295-2013

Binding Effect. The Plan shall be binding upon and inure to the benefit of the Debtors, all present and former Holders of Claims against and Interests in the Debtors, their respective

successors and assigns, including the Reorganized Debtors, and all other parties-in-interest in the Chapter 11 Cases.

No Admissions. Notwithstanding anything in the Plan to the contrary, nothing contained in the Plan shall be deemed as an admission by the Debtors with respect to any matter set forth in the Plan including, without limitation, liability on any Claim.

Allocation of Distributions Between Principal and Interest. To the extent that any Allowed Claim entitled to a distribution under the Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall, for federal income tax purposes, be allocated to the principal amount of the Claim first, and then, to the extent the consideration exceeds the principal amount of the Claim, to accrued but unpaid interest.

Headings. Headings are used in the Plan for convenience and reference only, and shall not constitute a part of the Plan for any other purpose.

VI. ACCEPTANCE AND CONFIRMATION OF THE PLAN

The following is a summary of the provisions of the Bankruptcy Code respecting acceptance and confirmation of a plan of reorganization. Holders of Claims and Interests are encouraged to review the relevant provisions of the Bankruptcy Code and/or to consult their own attorneys.

A. Acceptance Of The Plan

The Bankruptcy Code defines acceptance of a plan by a class of claims as acceptance by Holders of at least two-thirds in dollar amount, and more than one-half in number, of the allowed claims of that class that have actually voted or are deemed to have voted to accept or reject a plan. The Bankruptcy Code defines acceptance of a plan by a class of interests as acceptance by at least two-thirds in amount of the allowed interests of that class that have actually voted or are deemed to have voted to accept or reject a plan.

If one or more Impaired Classes rejects the Plan, the Debtors may, in their discretion, nevertheless seek confirmation of the Plan if the Debtors believe that they will be able to meet the requirements of section 1129(b) of the Bankruptcy Code for Confirmation of the Plan (which are set forth below) despite lack of acceptance by all Impaired Classes.

B. Confirmation

1. Confirmation Hearing

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court, after notice, to hold a hearing on confirmation of a plan. Notice of the Confirmation Hearing respecting the Plan has been provided to all known Holders of Claims and Interests or their representatives, along with this Disclosure Statement. The Confirmation Hearing may be adjourned from time to time by the Debtors or the Bankruptcy Court, without further notice except for an announcement

of the adjourned date made at the Confirmation Hearing or any subsequent adjourned Confirmation Hearing.

Section 1128(b) of the Bankruptcy Code provides that any party-in-interest may object to confirmation of a plan. Any objection to confirmation of the Plan must: (i) be made in writing; (ii) conform to the Bankruptcy Rules, the Local Bankruptcy Rules, and any orders of the Bankruptcy Court; (iii) state the name and address of the objecting party and the amount and nature of the Claim or Interest of such party; (iv) state with particularity the legal and factual basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed with the Bankruptcy Court, with a copy forwarded directly to the Chambers of the Honorable Peter J. Walsh, United States Bankruptcy Court, 824 Market Street, Wilmington, Delaware 19801, together with proof of service thereof, and served upon (a) counsel for the Debtors, Cozen O'Connor, P.C., Chase Manhattan Centre, 1201 North Market Street, Suite 1400, Wilmington, Delaware 19801, Attn: Mark E. Felger, Esq., e-mail: mfelger@cozen.com; (b) special corporate and tax counsel for the Debtors, Proskauer Rose LLP, 1585 Broadway, New York, New York 10036, Attn: Scott K. Rutsky, Esq., e-mail: srutsky@proskauer.com; (c) counsel for the Ad Hoc Group, Sidley Austin LLP, One South Dearborn, Chicago, Illinois 60603, Attn: Matthew A. Clemente, Esq., e-mail: mclemente@sidley.com; and (d) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware, 19801, Attn: Richard Schepacarter, Esq. so that it is actually received on or before the Plan Objection Deadline.

2. Statutory Requirements for Confirmation of the Plan

At the Confirmation Hearing, the Debtors will request that the Bankruptcy Court determine that the Plan satisfies the requirements of section 1129 of the Bankruptcy Code. If so, the Court shall enter an order confirming the Plan. The applicable requirements of section 1129 of the Bankruptcy Code are as follows:

- (a) The Plan must comply with the applicable provisions of the Bankruptcy Code;
- (b) The Debtors must have complied with the applicable provisions of the Bankruptcy Code;
- (c) The Plan has been proposed in good faith and not by any means forbidden by law;
- (d) Any payment made or promised to be made by the Debtors under the Plan for services or for costs and expenses in, or in connection with, the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, has been disclosed to the Bankruptcy Court, and any such payment made before Confirmation of the Plan is reasonable, or if such payment is to be fixed after Confirmation of the Plan, such payment is subject to the approval of the Bankruptcy Court as reasonable;
- (e) The Debtors have disclosed the identity and affiliations of any individual proposed to serve, after Confirmation of the Plan, as a director, officer, or voting trustee of each of the Debtors under the Plan. Moreover, the appointment to, or continuance in, such office of

such individual, is consistent with the interests of Holders of Claims and Interests and with public policy, and the Debtors have disclosed the identity of any insider that the Reorganized Debtors will employ or retain, and the nature of any compensation for such insider;

(f) Best Interests of Creditors Test. With respect to each Class of Impaired Claims or Interests, either each Holder of a Claim or Interest of such Class has accepted the Plan, or will receive or retain under the Plan on account of such Claim or Interest, property of a value, as of the Effective Date of the Plan, that is not less than the amount that such Holder would receive or retain if the Debtors were liquidated on such date under chapter 7 of the Bankruptcy Code. In a chapter 7 liquidation, creditors and interest holders of a debtor are paid from available assets generally in the following order, with no lower class receiving any payments until all amounts due to senior classes have either been paid in full or payment in full is provided for: (i) first to secured creditors (to the extent of the value of their collateral), (ii) next to priority creditors, (iii) next to unsecured creditors, (iv) next to debt expressly subordinated by its terms or by order of the Court and (v) last to holders of interests. The starting point in determining whether the Plan meets the “best interests” test is a determination of the amount of proceeds that would be generated from the liquidation of the Debtors’ remaining assets in the context of a chapter 7 liquidation. Such value must then be reduced by the costs of such liquidation, including costs incurred during the Chapter 11 Cases and allowed under chapter 7 of the Bankruptcy Code (such as fees and expenses of Professional Persons), a chapter 7 trustee’s fees, and the fees and expenses of professionals retained by a chapter 7 trustee. The potential chapter 7 liquidation distribution in respect of each class must be further reduced by the costs imposed as a result of the delay that would be caused by conversion of the Chapter 11 Cases to cases under chapter 7. For the reasons set forth above, the Debtors submit that Holders of Claims will receive under the Plan a recovery at least equal in value to the recovery such Holders would receive pursuant to a liquidation of the Debtors under chapter 7 of the Bankruptcy Code. The Debtors believe that under the Plan, Holders of Impaired Claims will receive property with a value equal to or in excess of the value such Holders would receive in a liquidation of the Debtors under chapter 7 of the Bankruptcy Code.

In this regard, the Debtors have prepared a liquidation analysis (the “Liquidation Analysis”), a copy of which is attached hereto as Exhibit D, which is premised upon a liquidation of the Debtors in a hypothetical chapter 7 case. In the Liquidation Analysis, the Debtors have taken into account the nature, status and underlying value of the assets of the Debtors, the ultimate realizable value of such assets, and the extent to which the assets are subject to liens and security interests. As demonstrated by the Liquidation Analysis, the Debtors believe that if the Chapter 11 Cases were converted to chapter 7 liquidations, Holders of Note Claims would receive less than they will receive under the Plan and Holders of other Claims and Interests would receive no distributions.

(g) Each class of Claims or Interests has either accepted the Plan or is not Impaired under the Plan;

(h) Except to the extent that the Holder of a particular Claim has agreed to a different treatment of such Claim, the Plan provides that (i) Holders of Allowed Administrative Expense Claims shall be paid in full in Cash; (ii) Holders of Allowed Priority Tax Claims shall receive on account of such Claims either payment in full in Cash or, in accordance with section

1129(a)(9)(C) of the Bankruptcy Code, regular installment payments in Cash: (w) of a total value, as of the Effective Date, equal to the Allowed amount of such Claim, (x) which total value shall include simple interest to accrue on any outstanding balance of such Allowed Priority Tax Claim starting on the Effective Date at the rate of interest determined under applicable nonbankruptcy law pursuant to section 511 of the Bankruptcy Code, (y) over a period ending not later than five (5) years after the Petition Date, and (z) in a manner not less favorable than the most favored nonpriority Unsecured Claim provided for by the Plan (other than payments in Cash made to a Class of creditors under section 1122(b) of the Bankruptcy Code); and (iii) Holders of Allowed Non-Tax Priority Claims shall be paid in full in Cash;

(i) At least one Impaired class of Claims has accepted the Plan, determined without including any acceptance of the Plan by any insider holding a Claim of such Class;

(j) Feasibility. Section 1129(a)(11) of the Bankruptcy Code provides that a Chapter 11 plan may be confirmed only if the bankruptcy court finds that such plan is feasible. A feasible plan is one which will not lead to a need for further reorganization or liquidation of the debtor. The Bankruptcy Court will find that the Plan is feasible if it determines that the Debtors will be able to satisfy the conditions precedent to the Effective Date and otherwise have sufficient funds to meet their post-Confirmation Date obligations to pay for the costs of administering and fully consummating the Plan and closing the Chapter 11 Cases.

For purposes of determining whether the Plan meets the feasibility requirement, the Debtors, in consultation with their financial advisors, have analyzed the Debtors' ability to meet their obligations under the Plan. As part of that analysis, the Debtors have prepared consolidated projected financial results ("Projections") for the years 2011-2013. These Projections, and the assumptions on which they are based, are annexed hereto as Exhibit E. The assumptions the Debtors considered to be significant are described in the notes which are part of the Projections. Based on the Projections, the Debtors believe that the Plan is feasible and that the Reorganized Debtors will be able to satisfy their obligations under the Plan, as well as their obligations associated with post-Effective Date business operations.

THE PROJECTIONS WERE NOT PREPARED TO COMPLY WITH THE GUIDELINES FOR PROSPECTIVE FINANCIAL STATEMENTS PUBLISHED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS. THE DEBTORS' INDEPENDENT ACCOUNTANTS HAVE NEITHER EXAMINED NOR COMPILED THE PROJECTIONS AND, ACCORDINGLY, DO NOT EXPRESS AN OPINION OR ANY OTHER FORM OF ASSURANCE WITH RESPECT TO THE PROJECTIONS, ASSUME NO RESPONSIBILITY FOR THE PROJECTIONS, AND DISCLAIM ANY ASSOCIATION WITH THE PROJECTIONS. EXCEPT FOR PURPOSES OF THIS DISCLOSURE STATEMENT, THE DEBTORS DO NOT PUBLISH PROJECTIONS OF THEIR ANTICIPATED FINANCIAL POSITION OR RESULTS OF OPERATIONS. THE DEBTORS DO NOT INTEND TO UPDATE OR OTHERWISE REVISE THE PROJECTIONS TO REFLECT EVENTS OR CIRCUMSTANCES EXISTING OR ARISING AFTER JUNE 2010 OR TO REFLECT THE OCCURRENCE OF UNANTICIPATED EVENTS.

THE DEBTORS BELIEVE THAT THE PROJECTIONS ARE BASED ON ESTIMATES AND ASSUMPTIONS THAT ARE REASONABLE. THE ESTIMATES AND

ASSUMPTIONS MAY NOT BE REALIZED, HOWEVER, AND ARE INHERENTLY SUBJECT TO SIGNIFICANT BUSINESS, ECONOMIC AND COMPETITIVE UNCERTAINTIES AND CONTINGENCIES, MANY OF WHICH ARE BEYOND THE DEBTORS' CONTROL. NO REPRESENTATIONS CAN BE OR ARE MADE AS TO WHETHER THE ACTUAL RESULTS WILL BE WITHIN THE RANGE SET FORTH IN THE PROJECTIONS. SOME ASSUMPTIONS INEVITABLY WILL NOT MATERIALIZE, AND EVENTS AND CIRCUMSTANCES OCCURRING SUBSEQUENT TO THE DATE ON WHICH THE PROJECTIONS WERE PREPARED MAY BE DIFFERENT FROM THOSE ASSUMED, OR MAY BE UNANTICIPATED, AND THEREFORE MAY AFFECT FINANCIAL RESULTS IN A MATERIAL AND POSSIBLY ADVERSE MANNER. THE PROJECTIONS, THEREFORE, MAY NOT BE RELIED UPON AS A GUARANTEE OR OTHER ASSURANCE OF THE ACTUAL RESULTS THAT WILL OCCUR. SEE SECTION VII, "RISK FACTORS" HEREIN.

ALL HOLDERS OF CLAIMS THAT ARE ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN ARE URGED TO EXAMINE CAREFULLY ALL OF THE ASSUMPTIONS ON WHICH THE PROJECTIONS ARE BASED IN EVALUATING THE FEASIBILITY OF THE PLAN.

3. Confirmation Without Acceptance by All Impaired Classes

Section 1129(b) of the Bankruptcy Code allows a bankruptcy court to confirm a plan, even if such plan has not been accepted by all impaired classes entitled to vote on such plan, provided that such plan has been accepted by at least one impaired class.

Section 1129(b) of the Bankruptcy Code provides that notwithstanding the failure of an impaired class to accept a plan of reorganization, the plan shall be confirmed, on request of the proponent of the plan, in a procedure commonly known as "cram-down," so long as the plan does not "discriminate unfairly" and is "fair and equitable" with respect to each class of claims or interests that is impaired under and has not accepted the plan.

The condition that a plan be "fair and equitable" with respect to a non-accepting class of secured claims includes the requirements that (a) the holders of such secured claims retain the liens securing such claims to the extent of the allowed amount of the claims, whether the property subject to the liens is retained by the debtor or transferred to another entity under the plan, and (b) each holder of a secured claim in the class receive deferred cash payments totaling at least the allowed amount of such claim with a present value, as of the effective date of the plan, at least equivalent to the value of the secured claimant's interest in the debtor's property subject to the liens.

The condition that a plan be "fair and equitable" with respect to a non-accepting class of unsecured claims includes the requirement that either (a) such class receive or retain under the plan property of a value as of the effective date of the plan equal to the allowed amount of such claim, or (b) if the class does not receive such amount, no class junior to the non-accepting class will receive a distribution under the plan.

The condition that a plan be “fair and equitable” with respect to a non-accepting class of interests includes the requirements that either (a) the plan provides that each holder of an equity interest in such class receive or retain under the plan, on account of such equity interest, property of a value, as of the effective date of the plan, equal to the greater of (i) the allowed amount of any fixed liquidation preference to which such holder is entitled, (ii) any fixed redemption price to which such holder is entitled, or (iii) the value of such equity interest, or (b) if the class does not receive such amount, no class of interests junior to the non-accepting class will receive a distribution under the plan.

As noted, Classes 6, 7 and 8 are deemed to have rejected the Plan and the Debtors shall not solicit the votes of the Holders of Claims and Interests in Classes 6, 7 and 8. As a result, the Debtors shall request Confirmation of the Plan, as it may be modified from time to time, under section 1129(b) of the Bankruptcy Code.

THE DEBTORS BELIEVE THAT THE PLAN MAY BE CONFIRMED ON A NONCONSENSUAL BASIS. ACCORDINGLY, THE DEBTORS WILL DEMONSTRATE AT THE CONFIRMATION HEARING THAT THE PLAN SATISFIES THE REQUIREMENTS OF SECTION 1129(b) OF THE BANKRUPTCY CODE AS TO ANY NON-ACCEPTING CLASS.

VII. RISK FACTORS

THE IMPLEMENTATION OF THE PLAN AND THE ISSUANCE OF THE NEW COMMON STOCK AND NEW FIRST LIEN NOTES ARE SUBJECT TO A NUMBER OF MATERIAL RISKS, INCLUDING THOSE ENUMERATED BELOW.

IN EVALUATING WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN, HOLDERS OF CLAIMS AGAINST THE DEBTORS ENTITLED TO VOTE ON THE PLAN SHOULD READ AND CAREFULLY CONSIDER THE RISK FACTORS SET FORTH BELOW, AS WELL AS THE OTHER INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT (AND THE DOCUMENTS DELIVERED TOGETHER HERewith AND/OR INCORPORATED BY REFERENCE HEREIN), PRIOR TO VOTING TO ACCEPT OR REJECT THE PLAN. THESE RISK FACTORS SHOULD NOT, HOWEVER, BE REGARDED AS CONSTITUTING THE ONLY RISKS INVOLVED IN CONNECTION WITH THE PLAN AND ITS IMPLEMENTATION, OR ALTERNATIVES TO THE PLAN.

THESE RISK FACTORS CONTAIN CERTAIN STATEMENTS THAT ARE “FORWARD-LOOKING STATEMENTS.” THESE STATEMENTS ARE SUBJECT TO A NUMBER OF ASSUMPTIONS, RISKS AND UNCERTAINTIES, MANY OF WHICH ARE BEYOND THE CONTROL OF THE DEBTORS, INCLUDING THE IMPLEMENTATION OF THE PLAN, THE CONTINUING AVAILABILITY OF SUFFICIENT BORROWING CAPACITY OR OTHER FINANCING TO FUND OPERATIONS, THE EFFECT OF THE REORGANIZATION ON CUSTOMERS, SUPPLIERS, VENDORS AND EMPLOYEES, FLUCTUATIONS IN RAW MATERIAL PRICES AND ENERGY COSTS, DOWNTURNS IN INDUSTRIAL PRODUCTION, HOUSING AND CONSTRUCTION AND THE CONSUMPTION OF DURABLE AND NONDURABLE GOODS, THE DEGREE AND NATURE OF COMPETITION, DEMAND FOR THE DEBTORS’ PRODUCTS, THE

DEGREE OF SUCCESS ACHIEVED BY THE DEBTORS' NEW PRODUCT INITIATIVES, INCREASES IN PENSION AND INSURANCE COSTS, CHANGES IN GOVERNMENT REGULATIONS, THE APPLICATION OR INTERPRETATION OF THOSE REGULATIONS OR IN THE SYSTEMS, PERSONNEL, TECHNOLOGIES OR OTHER RESOURCES THE COMPANY DEVOTES TO COMPLIANCE WITH REGULATIONS, THE COMPANY'S ABILITY TO COMPLETE ACQUISITIONS AND SUCCESSFULLY INTEGRATE THE OPERATIONS OF ACQUIRED BUSINESSES, TERRORIST ACTIONS OR ACTS OF WAR, OPERATING EFFICIENCIES, LABOR RELATIONS, AND OTHER MARKET AND COMPETITIVE CONDITIONS. HOLDERS OF CLAIMS AND INTERESTS ARE CAUTIONED THAT THE FORWARD-LOOKING STATEMENTS SPEAK AS OF THE DATE MADE AND ARE NOT GUARANTEES OF FUTURE PERFORMANCE. ACTUAL RESULTS OR DEVELOPMENTS MAY DIFFER MATERIALLY FROM THE EXPECTATIONS EXPRESSED OR IMPLIED IN THE FORWARD-LOOKING STATEMENTS. NO PARTY, INCLUDING, WITHOUT LIMITATION, THE DEBTORS OR THE REORGANIZED DEBTORS, UNDERTAKES AN OBLIGATION TO UPDATE ANY SUCH STATEMENTS.

A. General Bankruptcy Law Considerations

1. Failure to Obtain Confirmation of the Plan May Result in Liquidation or Confirmation of an Alternative Plan on Less Favorable Terms

Although the Debtors believe that the Plan will satisfy all requirements for confirmation under the Bankruptcy Code, there can be no assurance that the Bankruptcy Court will reach the same conclusion. Moreover, there can be no assurance that modifications to the Plan will not be required for confirmation or that such modifications would not be sufficiently material as to necessitate the re-solicitation of votes on the Plan.

In the event that the Bankruptcy Court refuses to confirm the Plan, either as a result of an objection to the Plan by a party in interest or otherwise, the Debtors may be required to seek an alternative restructuring of their obligations to creditors and equity security holders. There can be no assurance that the terms of any such alternative restructuring would be similar to or as favorable to the Debtors' creditors and equity security holders as those proposed in the Plan.

The confirmation of the Plan is subject to certain conditions and requirements of the Bankruptcy Code. The Bankruptcy Court may determine that one or more of those requirements is not satisfied. For example, the Bankruptcy Court might determine that the Plan is not "feasible" pursuant to section 1129(a)(11) of the Bankruptcy Code. For the Plan to be feasible, the Debtors must establish that the confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtors or any successor of the Debtors under the Plan, unless such liquidation or reorganization is proposed in the Plan. While the feasibility requirement is not rigorous, it does require the Debtors to put forth concrete evidence indicating that the Debtors have a reasonable likelihood of meeting their obligations under the Plan and remaining a commercially viable entity. The Debtors believe that their projections demonstrate that the Plan is feasible in that the Debtors will be able to satisfy all of their obligations under the Plan and confirmation of the Plan is not likely to be followed by a liquidation or the need for a further financial reorganization.

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests of such class. The Debtors believe that the classification of claims and equity interests under the Plan complies with the requirements set forth in the Bankruptcy Code. However, a claim or equity interest holder could challenge the classification. In such event, the cost of the Plan and the time needed to confirm the Plan could increase and the Bankruptcy Court may not agree with the Debtors' classification of claims and equity interests. If the Bankruptcy Court concludes that the classification of claims and equity interests under the Plan does not comply with the requirements of the Bankruptcy Code, the Debtors may need to modify the Plan. Such modification could require a resolicitation of votes on the Plan and may be subject to certain restrictions under the terms of the Plan Support Agreement. If the Bankruptcy Court determines that the Debtors' classification of claims and equity interests is not appropriate or if the Bankruptcy Court determines that the different treatment provided to claim or equity interest holders is unfair or inappropriate, the Plan might not be confirmed. If this occurs, the amended plan of reorganization that may ultimately be confirmed may be less attractive to certain classes of the Debtors' creditors and equity interest holders than the Plan.

Also, the United States Trustee or other parties in interest could move the Bankruptcy Court to "designate" the votes of certain Holders of Notes that are parties to the Plan Support Agreement pursuant to section 1126(e) of the Bankruptcy Code. Section 1126(e) permits a bankruptcy court to designate any entity whose acceptance or rejection of a plan was not, among other things, solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code. "Designation" in this context results in such party's votes not being counted for purposes of determining acceptances or rejections of the subject plan.

If the Bankruptcy Court were to find any of these deficiencies, the Debtors could be required to restart the process of filing another plan and disclosure statement, seeking Bankruptcy Court approval of a disclosure statement, soliciting votes from classes of debt and equity holders, and seeking Bankruptcy Court confirmation of the plan of reorganization. A resolicitation of acceptances of the Plan likely could not take place within a sufficiently short period of time to prevent the release of the parties to the Plan Support Agreement from their obligations to support the Plan. If this occurs, confirmation of the Plan would be delayed and possibly jeopardized. Additionally, should the Plan fail to be approved, confirmed, or consummated, the Debtors' creditors and equity interest holders may be in a position to propose alternative plans of reorganization. Any such failure to confirm the Plan would likely entail significantly greater risk of delay, expense and uncertainty, which would likely have a material adverse effect upon the Debtors' business and financial condition.

As noted, Classes 6, 7 and 8 are deemed to have rejected the Plan and the Debtors shall not solicit the votes of the Holders of Claims and Interests in Classes 6, 7 and 8. As a result, the Debtors shall request Confirmation of the Plan, as it may be modified from time to time, under section 1129(b) of the Bankruptcy Code.

While the Debtors believe that the Plan satisfies the requirements for non-consensual confirmation under section 1129(b) of the Bankruptcy Code because it does not "discriminate unfairly" and is "fair and equitable" with respect to the Classes that reject or are deemed to reject the Plan, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

There can be no assurance that any such challenge to the requirements for non-consensual confirmation will not delay the Debtors' emergence from chapter 11 or prevent confirmation of the Plan.

If the Plan is not confirmed, there can be no assurance that the Chapter 11 Cases will continue rather than be converted into chapter 7 liquidation cases or that any alternative plan or plans of reorganization would be on terms as favorable to the Holders of Claims against the Debtors as the terms of the Plan. If a liquidation or protracted reorganization of the Debtors' Estates were to occur, there is a substantial risk that the Debtors' going concern value would be substantially eroded to the detriment of all stakeholders.

2. Failure of Occurrence of the Effective Date May Result in Liquidation or an Alternative Plan on Less Favorable Terms

Although the Debtors believe that the Effective Date may occur shortly after the Confirmation Date, there can be no assurance as to such timing. The occurrence of the Effective Date is also subject to certain conditions precedent as described in Section XI of the Plan. Failure to meet any of these conditions could result in the Plan not being consummated.

If the Effective Date of the Plan does not occur, there can be no assurance that the Chapter 11 Cases will continue rather than be converted into chapter 7 liquidation cases or that any alternative plan or plans of reorganization would be on terms as favorable to the Holders of Claims against the Debtors as the terms of the Plan. If a liquidation or protracted reorganization of the Debtors' Estates were to occur, there is a substantial risk that the Debtors' going concern value would be eroded to the detriment of all stakeholders.

B. Other Risk Factors Related To The Debtors

1. The Debtors' Business is Dependent Upon the Availability and Price of Raw Materials, Particularly Copper. Continued Periods of Historically High Copper Prices Could Materially Adversely Affect the Debtors' Liquidity and Significant Disruptions in the Supply of Raw Materials Could Materially Adversely Affect the Debtors' Operating Results

Average monthly COMEX copper prices in 2009 ranged from a low of \$1.48 per pound in January to a high of \$3.19 per pound in December. Average monthly COMEX copper prices in 2010 have ranged from a low of \$2.94 per pound in June to a high of \$3.96 per pound in November. The Debtors believe this volatility in copper prices is the result of several factors, including an imbalance between the global supply and demand for these commodities, exacerbated by Asian demand and financial speculation in the commodity markets. Continued periods of historically high copper prices or further increases in copper prices could materially adversely affect the Debtors' liquidity.

The Debtors base the selling prices of their products upon the associated raw material costs to them either at the time of sale of the finished product, the time of purchase of the raw materials, or as set by their purchases for forward delivery or hedging with futures and options contracts. The Debtors historically have been able to pass increases in copper costs and ancillary

acquisition costs associated with the metal on to their customers. However, there can be no assurance that the Debtors will be able to continue to do so.

Although the Debtors are currently able to obtain adequate supplies of copper, it is impossible to predict future availability. Future growth in demand for copper may result in copper shortages and increased prices. Any future significant increase in the price of copper, if not offset by sufficient product price increases, or the inability to obtain copper or other needed raw materials, would have a material adverse effect on the Debtors' consolidated financial condition, results of operations and cash flows.

Additionally, during the past several years, copper scrap has been tight in supply at various times due primarily to the Asian markets buying a significant portion of the market. Scrap generation in the United States is significantly lower due to:

- (1) Lower industrial production, therefore lower scrap generation and
- (2) Lower residential/commercial construction, therefore lower scrap generation.

The Debtors are able to use a mix of copper scrap and copper cathode in their production process. The copper scrap is usually priced at a discount to cathode, giving the Debtors an advantage when using the scrap. If copper scrap becomes short in supply and the price increases, the Debtors lose this advantage.

2. Cost for Energy and Other Natural Resources May Adversely Affect the Debtors' Profitability

Changes in prices for natural gas and for other sources of fuel, electricity and gasoline have negatively affected the costs associated with the Debtors' manufacturing operations. Certain of the Debtors' operations are dependent upon natural gas to produce tubing. Decreases in natural gas future prices, as well as significant increases for other sources of fuel, electricity and gasoline, would further increase the Debtors' operating costs and have a material negative effect on their gross profit. Although the Debtors try to pass along increased costs in the form of price increases to their customers, the Debtors may be unsuccessful in doing so for competitive reasons, and even when successful, the timing of such price increases may lag significantly behind the Debtors' incurrence of higher costs.

3. The Debtors' Customers Operate in Industries that are Subject to Cyclical and Seasonal Demand and that are Affected by Other Global Economic and Regulatory Conditions, Which Can Adversely Affect the Debtors' Sales Volumes and Profitability

Achievement of the Debtors' business objectives depends on the continued growth of customer demand for their products or services. If the copper tube industry does not continue to grow, the demand for the Debtors' products and services may not continue to develop. The Debtors' business is affected by changes in demand in their customers' markets as well as by global economic conditions that affect their customers' operations. Any significant downturn in

the Debtors' customers' businesses could result in a reduction in demand for the Debtors' products and could reduce their revenue.

Demand for the Debtors' products, particularly their wholesale products, is cyclical and is significantly affected by changes in general economic conditions that affect the Debtors' customers' markets and that are beyond their control. These conditions include, among other things, the level of economic growth, employment levels, financing availability, interest rates, consumer confidence, housing demand and construction activity. Decreases in demand for the Debtors' products resulting from these conditions can reduce the prices they receive for their products, their unit sales volumes and their gross profit.

In addition, demand in certain of the industries to which the Debtors sell their products, including the residential air conditioning industry, and to a lesser extent, the commercial air conditioning industry, is seasonal. The Debtors' sales to the residential air conditioning industry are generally greater in the first and second quarters of the year and lower in the third and fourth quarters due to the Debtors' customers' increase of inventory in anticipation of summer air conditioning sales and housing starts. The Debtors' sales to the residential air conditioning industry also decrease in years with unseasonably cool summers.

4. The Debtors Face Significant Competition in Many Cases from Competitors that Have Manufacturing and Financial Resources Greater than the Debtors

The Debtors face significant competition in each of their product lines. The Debtors have numerous competitors, some of which are larger than the Debtors and have greater financial resources. The Debtors may not be able to compete successfully, and the competition may have a negative effect on the Debtors' business, operating results or financial condition by reducing volume of products sold and/or selling prices and accordingly, reducing revenues and profits and depleting capital. The Debtors currently face limited competition for certain of our higher value-added commercial products that have higher profit margins. If the Debtors' existing competitors expand operations in these product categories or if new competitors enter these product lines, the Debtors' sales of these higher margin products could fall and the Debtors' profitability could be reduced or eliminated.

For certain of the Debtors' higher value-added commercial products, which have higher margins, the Debtors compete primarily on the basis of technological advantages of these products. Technological improvements by competitors could reduce the Debtors' advantage in these product lines and thereby reduce their revenue. The Debtors could also be adversely affected if new technologies emerge in the air conditioning, refrigeration or other consumer industries that reduce or eliminate the need for copper and copper alloy tube, fabricated products and metal joining products.

5. The Debtors' Failure to Respond to Rapid Technological Change or to Introduce Successful New Products and Technologies May Result in Reduced Revenue or Revenue Growth

The process of developing or acquiring new products and technologies and enhancing existing products and technologies is complex, costly, and uncertain, and any failure by the

Debtors to anticipate customers' changing needs and emerging technological trends accurately could significantly harm the Debtors' market share and results of operations. The Debtors must make long-term investments, develop or obtain appropriate intellectual property, and commit significant resources before knowing whether the Debtors' predictions will accurately reflect customer demand for their products and services. After the Debtors develop a product, they must then accurately forecast volumes and configurations that meet customer requirements, manufacture appropriate volumes quickly and at low cost and develop cost-effective solutions, and train their sales force. Any delay in the development, production, marketing of, or training for new products or technologies could result in the Debtors not being among the first to market, which could further harm the Debtors' competitive position.

6. Increasing Competition from Asian Competitors Who Sell Both Within China and for Export to Other Parts of the World May Negatively Impact the Debtors' Business and Adversely Affect the Debtors' Revenue and Operating Results

The Debtors face increased competition for the products they manufacture within China. Due to the Debtors' relative market share for sales within China, they are subject to continuing competitive pricing pressures in this country. Further, as Asian competitors continue to increase their exports into the U.S. and other markets the Debtors serve world-wide, the Debtors' ability to maintain price, market share and operating margins may be negatively impacted.

7. The Loss of Any of the Company's Major Customers Could Adversely Affect the Company's Revenues and Financial Health

In 2007, 2008 and 2009, the Company's 10 largest customers accounted for approximately 60.2%, 78.3% and 78.4%, respectively, of the Company's consolidated net sales. If the Company were to lose any of its relationships with these customers, its revenues and results of operations and financial condition might suffer.

Moreover, the uncertainty inherent in a bankruptcy proceeding from the perspective of the Company's customers could create a climate where such customers might consider ending or reducing their business relationships with the Company.

8. WTI's Failure to Extend its Existing Strategic Sourcing Program or Come Up With a Similar Sourcing Alternative Could Adversely Affect the Debtors' Revenues and Profitability

As noted, WTI has a strategic sourcing agreement with one of the largest China-based copper tube manufacturers to provide products to WTI for resale to WTI's customers in North America. As part of the agreement, WTI is the sole representative of the China-based copper tube manufacturer in North America. WTI's responsibilities under this agreement include providing sales services, technical support and various administrative support activities. The agreement will expire on December 31, 2010 unless its terms are mutually extended. WTI is actively evaluating similar sourcing alternatives. In the event WTI is unable either to extend the terms of this strategic sourcing agreement or come up with a similar sourcing alternative, it could have a negative impact on the Debtors' revenues and profitability.

9. Risks Associated With the Operation of the Debtors' Manufacturing Facilities May Have a Material Adverse Effect on the Debtors' Business

The Debtors' revenues are dependent on the continued operation of their various manufacturing facilities. The operation of manufacturing plants involves many risks including: (a) the breakdown, failure or substandard performance of equipment; (b) inclement weather and natural disasters; (c) the need to comply with directives of, and maintain all necessary permits from, governmental agencies; (d) raw material supply disruptions; (e) labor force shortages, work stoppages, or other labor difficulties; and (f) transportation disruptions. The occurrence of material operational problems, including but not limited to the above events, may have an adverse effect on the productivity and profitability of a particular manufacturing facility or to the Debtors as a whole.

10. The Company's International Operations Expose the Company to Numerous Risks that Other Companies that are Not Global May Not Face

The Company has manufacturing and/or sales operations in Canada, China, the Netherlands, Portugal and Mexico. In 2009, foreign operations represented 10% of the Company's consolidated net sales. As with all companies that have sizeable operations and sales outside the U.S., the Company is subject to the risks inherent in conducting business across national boundaries, any one of which could adversely impact the Company's business. In addition to currency fluctuations, these risks include: (a) economic downturns; (b) changes in or interpretations of local law, governmental policy or regulation, particularly in countries with developing legal systems such as China; (c) restrictions on the transfer of funds into or out of the country; (d) import and export duties and quotas and other trade barriers; (e) domestic and foreign customs and tariffs; (f) varying tax systems; (g) different regimes controlling the protection of the Company's intellectual property; (h) political unrest; (i) military outbreaks; (j) government instability; (k) nationalization of foreign assets; and (l) government protectionism. One or more of the foregoing factors could impair the Company's current or future international operations and, as a result, harm its overall business.

11. The Company Could Incur Significant Costs, Including Remediation Costs, as a Result of Complying with Environmental Laws

The Company's facilities and operations are subject to extensive environmental laws and regulations imposed by federal, state, provincial, and local authorities in the U.S., China, the Netherlands, Portugal, Mexico and Canada relating to the protection of the environment and human health and safety, including those governing emissions to air, discharges to waterways and the generation, handling, storage, transportation, treatment and disposal of, and exposure to, hazardous materials. The Company could incur substantial costs, including cleanup costs, fines or sanctions, and third-party claims for property damage or personal injury, as a result of violations of or liabilities under environmental laws. The Company has incurred, and in the future may continue to incur, liability under environmental statutes and regulations with respect to the contamination detected at sites owned or operated by the Company (including contamination caused by prior owners and operators of such sites, abutters, or other persons) and the sites at which the Company disposed hazardous substances. The Company has established an accrual with respect to certain presently estimated environmental remediation costs. As of

October 31, 2010, this accrual is \$9.1 million, of which \$8.6 million was established for environmental remediation costs associated with the Decatur, Alabama facility and \$500,000 was for environmental costs at the Ardmore, Tennessee facility. This accrual may not be adequate to cover the ultimate costs of these liabilities (or ones that may be identified in the future) and the discovery of additional environmental obligations could result in significant costs. In addition, future regulations and changes in the text or interpretation of existing regulations may subject the Company to increasingly stringent standards. Compliance with such requirements may make it necessary, at costs which may be substantial, for the Company to retrofit existing facilities with additional pollution-control equipment, undertake new measures in connection with the storage, transportation, treatment and disposal of by-products and wastes, or take other steps.

12. The Debtors Have Experienced Net Losses in Recent Periods and the Debtors May Experience Net Losses in the Future

The Debtors have experienced net losses from operations in the past, including a net loss of approximately \$20.3 million for the first three quarters of 2010, \$35.4 million for fiscal year ended December 31, 2009, \$48.5 million for the fiscal year ended December 31, 2008 and approximately \$98.2 million for the fiscal year ended December 31, 2007. While a significant portion of these losses were associated with non-cash impairment charges and other restructuring expenses, other factors such as competitive price pressure, cyclical demand for the Debtors' products, and a continued economic downturn in the global economy and the industries the Debtors serve, among other factors, could have a material adverse effect on the prices the Debtors receive for their products, unit sales volumes, and gross profit. These factors may in turn reduce the Debtors' cash flow and operating results in future periods. If the Debtors are unable to generate positive cash flow in the future, they may not be able to make payments on their debt obligations.

13. If the Debtors are Unable to Attract and Retain Key Personnel, the Debtors' Ability to Operate Effectively May Be Impaired

The Debtors' ability to operate their business and implement strategies depends, in part, on the efforts of their officers and other key employees. The Debtors' management's philosophy of cost-control means that the Debtors operate with a limited number of corporate personnel, and the Debtors' commitment to a less centralized organization also places greater emphasis on the strength of local management. The Debtors' future success will depend on, among other factors, their ability to retain and attract qualified personnel, particularly technical, operational and managerial resources. The loss of the services of any of the Debtors' key employees or the failure to attract or retain other qualified personnel, domestically or abroad, could have a material adverse effect on the Debtors' business or business prospects.

14. If the Debtors' Internal Computer Network and Applications Suffer Disruptions or Fail to Operate as Designed, the Debtors' Operations Will Be Disrupted and the Debtors' Business May Be Harmed

The Debtors rely on network infrastructure and enterprise applications, and internal technology systems for their operational, marketing support and sales, and product development

activities. The hardware and software systems related to such activities are subject to damage from earthquakes, floods, lightning, tornadoes, fire, power loss, telecommunication failures and other similar events. They are also subject to acts such as computer viruses, physical or electronic vandalism or other similar disruptions that could cause system interruptions and loss of critical data, and could prevent the Debtors from fulfilling their customers' orders. The Debtors have developed disaster recovery plans and backup systems to reduce the potentially adverse effects of such events, but there are no assurances such plans and systems would be sufficient.

15. The Debtors are Currently Unable to Determine the Amount of Net Distributable Cash

The Plan provides, as part of the treatment of Allowed Note Claims, that Holders thereof shall receive as soon as practicable after the Effective Date their Pro Rata Share of a distribution of Cash in an aggregate amount equal to the Net Distributable Cash. In view of a combination of factors including, without limitation, the levels of the Debtors' receivables and collections thereof and the Debtors' operating results and profitability through the Effective Date, the Debtors are unable to determine at this time the amount of Net Distributable Cash, if any, that will be available for distribution to the Holders of Allowed Note Claims.

16. In the Event Contemplated Asset Sales are Not Consummated and/or the Reorganized Debtors' Liquidity Becomes Otherwise Constrained, the Reorganized Debtors May Be Unable to Pay Interest Expense on the New First Lien Notes and/or Pay the New First Lien Notes at Maturity

The Plan provides, as part of the treatment of Allowed Note Claims, that Holders thereof shall receive as soon as practicable after the Effective Date their Pro Rata Share of the New First Lien Notes. In the event the Debtors' or Reorganized Debtors' contemplated asset sales are not consummated and/or the Reorganized Debtors' liquidity becomes constrained as a result of other factors such as the significant volatility in the prices of copper and other metals that are at the core of their business, it is possible that the Reorganized Debtors will be unable to pay the interest expense relating to the New First Lien Notes and/or pay the principal amount of the New First Lien Notes at maturity.

17. Arrangements with Alpine and Affiliates for Raw Materials Supply and/or Services

In connection with the Plan, the Debtors shall assume the Alpine Agreements, which agreements shall be on the same terms and conditions as in effect on the Petition Date, except that the Alpine Management Agreement shall be amended as set forth in the Plan. Under the Alpine Agreements, Alpine and its affiliates either toll or supply various raw materials (such as silver and copper), provide certain hedging services, and provide various management, administrative and technical services to the Debtors. During the terms of these agreements, the operating success and viability of the Debtors are dependent in part upon the performance thereunder by Alpine and its affiliates. Both the Debtors and Alpine have various termination rights in connection with the Alpine Agreements and, if terminated, there can be no assurance that the Debtors will be able to successfully operate their business or successfully transition these

services to alternative suppliers. Further, there can be no assurance that the Debtors would be able to source these supplies and/or services at comparable costs. Moreover, as of the Petition Date, Alpine provides approximately \$30-35 million in incremental liquidity to Debtors arising out of Alpine's performance under the Alpine Agreements. However, there is no assurance, due to a number of external factors, including high and volatile copper and silver prices and the level of demand for the Debtors' products, that such incremental liquidity, together with other working capital available to the Debtors, will be sufficient for the Debtors to continue the level of their business. Any decrease in the Debtors' level of business could have a negative impact on the Debtors' revenues, profitability and ability to maintain their customer base and market share.

18. Hedging Activities In General

To achieve more predictable cash flows and to reduce exposure to fluctuations in the prices of raw materials, in the ordinary course of business, the Debtors have entered into and may continue to enter into hedging arrangements for a significant portion of their raw materials. These transactions are entered into in accordance with the Debtors' Derivative Management Policy, which outlines the policy regarding the types of derivatives permitted, the purpose of entering into such derivatives, operating and trading limitations, and approvals necessary for entering into them. The Debtors do not enter into derivatives or other financial instruments for trading or speculative purposes. The Debtors have determined the hedge programs to be highly effective in offsetting the changes in fair value or cash flows generated by the items hedged.

A portion of the Debtors' hedging policy is based on projected sales to customers who are charged the prior month COMEX average for the copper price. The Debtors remain exposed to the COMEX price volatility on the forecasting error and, as a result, can gain or lose money.

19. Hedging Activities Expose the Debtors to Counterparty Risk

The Debtors' hedging transactions expose the Debtors to risk of financial loss if a counterparty fails to perform under a derivative contract. Disruptions in the financial markets could lead to sudden changes in a counterparty's liquidity, which could impair its ability to perform under the terms of the derivative contract. The Debtors are unable to predict sudden changes in a counterparty's creditworthiness or ability to perform. Even if the Debtors do accurately predict sudden changes, the ability to negate the risk may be limited depending upon market conditions.

20. Variances from Projections May Affect Ability to Pay Obligations

The Debtors have prepared the Projections contained in Exhibit E to this Disclosure Statement relating to the Reorganized Debtors in connection with the development of the Plan and in order to present the anticipated effects of the Plan and the transactions contemplated thereby. The Projections are intended to illustrate the estimated effects of the Plan and certain related transactions on the results of operations, cash flow and financial position of the Reorganized Debtors for the periods indicated. The Projections are qualified by the accompanying assumptions, and must be read in conjunction with such assumptions, which constitute an integral part of the Projections. The Projections are based upon a variety of assumptions as set forth therein, and the Reorganized Debtors' future operating results are

subject to and likely to be affected by a number of factors, including significant business, economic and competitive uncertainties, many of which are beyond the control of the Reorganized Debtors. In addition, unanticipated events and circumstances occurring subsequent to the date of the Projections may affect the actual financial results of the Reorganized Debtors' operations. Additionally, to the extent the Debtors arrive at a settlement relating to the PBGC Claim providing for ongoing payment obligations, such obligations will have a negative impact on the Projections, which impact could be material. Accordingly, actual results may vary materially from those shown in the Projections, which may adversely affect the ability of the Reorganized Debtors to pay the obligations owing to certain Holders of Claims entitled to distributions under the Plan and other indebtedness incurred after confirmation of the Plan.

Management believes that the industry in which the Reorganized Debtors will be operating is volatile due to numerous factors, all of which make accurate forecasting very difficult. Although it is not possible to predict all risks associated with the Projections and their underlying assumptions, there are some risks which management is presently able to identify. The Projections assume that all aspects of the Plan will be successfully implemented on the terms set forth in this Disclosure Statement and that the publicity associated with the bankruptcy proceeding contemplated by the Plan will not adversely affect the Reorganized Debtors' operating results. There can be no assurance that these two assumptions are accurate, and the failure of the Plan to be successfully implemented, or adverse publicity, could have a materially detrimental effect on the Reorganized Debtors' business, results of operations and financial condition.

Moreover, the Projections were not prepared with a view toward public disclosure or with a view toward complying with the guidelines established by the American Institute of Certified Public Accountants with respect to prospective financial information. Rather, the Projections were developed in connection with the planning, negotiation and development of the Plan. The Reorganized Debtors do not undertake any obligation to update or otherwise revise the Projections to reflect events or circumstances existing or arising after the date of the Projections or to reflect the occurrence of unanticipated events. In management's view, however, the Projections were prepared on a reasonable basis and represent a reasonable view of the expected future financial performance of the Reorganized Debtors after the Effective Date. Nevertheless, the Projections should not be regarded as a representation, guaranty or other assurance by the Debtors, the Reorganized Debtors or any other person that the Projections will be achieved, and Holders are therefore cautioned not to place undue reliance on the projected financial information contained in this Disclosure Statement.

21. Assumptions Regarding Value of the Debtors' Assets May Prove Incorrect

It has been generally assumed in the preparation of the Projections that the historical book value of the Debtors' assets approximates those assets' fair value, except for specific adjustments. For financial reporting purposes, the fair value of the Debtors' assets must be determined as of the Effective Date. This determination will be based on an independent valuation. Although the Debtors do not presently expect this valuation to result in values that are materially greater or less than the values assumed in the preparation of the Projections, the Debtors can make no assurances with respect thereto.

22. Historical Financial Information May Not Be Comparable

As a result of the consummation of the Plan and the transactions contemplated thereby, the financial condition and results of operations of the Reorganized Debtors from and after the Effective Date may not be comparable to the financial condition or results of operations reflected in the Debtors' historical financial statements.

23. Terrorist Attacks/Other Military Disruptions

Additional terrorist attacks in the U.S. or against U.S. targets, or threats of war or the escalation of current hostilities involving the U.S. or its allies, or military or trade disruptions impacting the Debtors' domestic or foreign suppliers and/or customers may impact the Reorganized Debtors' operations, including, but not limited to, causes supply chain disruptions and decreased sales of the Debtors' products. These events could also cause an increase in oil or other commodity prices, which could adversely affect the Debtors' raw materials and transportation costs. More generally, any of these events could cause consumer confidence and spending to decrease. These events could also exacerbate the economic recession in the U.S. or abroad. Any of these occurrences could have a significant impact on the Reorganized Debtors' business, financial condition, or results of operations.

C. Risks To Creditors Who Will Receive Securities

The ultimate recoveries under the Plan to Holders of Claims in Class 3 that receive New Common Stock and New First Lien Notes pursuant to the Plan will depend on the realizable value of such securities. The securities to be issued pursuant to the Plan are subject to a number of material risks, including, but not limited to, those specified below. Prior to voting on the Plan, each Holder of Claims in Class 3 should carefully consider the risk factors specified or referred to below, as well as all of the information contained in the Plan and the Disclosure Statement.

1. Lack of Market for Securities Issued Pursuant to the Plan

There is no currently existing market for the New Common Stock or New First Lien Notes and there can be no assurance that an active trading market will develop. There can also be no assurance as to the degree of price volatility in any such particular market. In addition, given the anticipated number of its equity holders, Reorganized WTI believes that it will be a private company. Accordingly, no assurance can be given that a holder of securities issued pursuant to the Plan will be able to sell such securities in the future or as to the price at which any such sale may occur. If such market were to exist, the liquidity of the market for such securities and the prices at which such securities will trade will depend upon many factors, including the number of holders, investor expectations for the Debtors, and other factors beyond the Debtors' control.

2. The Price of the New Common Stock May Be Volatile for Many Reasons

The market price of the New Common Stock could be subject to significant fluctuations. Among the factors that could affect the stock price are: (a) limited trading volume, as a result of which relatively small trades may have a significant impact on the market price of the stock which could increase the volatility and depress the price of the stock; (b) quarterly variations in

Reorganized WTI's operating results; (c) Reorganized WTI's ability to meet its liquidity needs; (c) changes in revenues or earnings estimates or publication of research reports by analysts; (d) speculation in the press or investment community; (e) competitive conditions in Reorganized WTI's markets and strategic actions by Reorganized WTI or its competitors, such as acquisitions or restructurings; (f) a change in technology that may add to manufacturing costs or negatively impact Reorganized WTI's products offerings; (g) actions by institutional stockholders; (h) general market conditions; and (i) domestic and international economic factors unrelated to Reorganized WTI's performance.

3. The Value of the New Common Stock May Decline Due to Future Issuances of Shares

Sales of a large number of shares of New Common Stock after consummation of the Plan could materially depress the trading price of the New Common Stock. Further, Reorganized WTI may issue additional shares of New Common Stock in the future, such as in connection with the New Management Stock Incentive Plan or in any future issuance of New Common Stock authorized and approved by its board of directors. As a result, Holders of New Common Stock may experience dilution of their percentage ownership of their stock.

4. Reorganized WTI Does Not Intend on Paying Any Dividends on the New Common Stock in the Foreseeable Future

Reorganized WTI does not anticipate that it will pay any dividends on the New Common Stock in the foreseeable future. Reorganized WTI intends to retain any future earnings to fund operations, future debt service requirements (if any) and other corporate needs.

D. Certain Tax Law Considerations

There are a number of income tax considerations, risks and uncertainties associated with consummation of the Plan. Interested parties should read carefully the discussions set forth in Article VIII regarding certain U.S. federal income tax consequences of the transactions proposed by the Plan to the Debtors and the Reorganized Debtors and to certain Holders of Note Claims, Old Preferred Stock Interests and Old Common Stock Interests.

VIII. CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following discussion is a summary of certain U.S. federal income tax considerations relevant to the Plan. The summary is based on the IRC, Treasury Regulations promulgated thereunder, judicial decisions, published positions of the Internal Revenue Service (the "IRS") and other applicable authorities, all as in effect as of the date hereof and all of which are subject to change or differing interpretations (possibly with retroactive effect). The discussion does not address all of the tax consequences that may be relevant to a particular person or to persons subject to special treatment under U.S. federal income tax laws (including, broker-dealers, mutual funds, insurance companies, banks, other financial institutions, regulated investment companies, tax-exempt organizations, those holding claims through a partnership or other pass-through entity, and "Non-U.S. Holders" (as defined below)). This summary deals only with persons who hold the Note Claims (except persons who currently also hold Old Preferred Stock Interests) and will hold New Common Stock and New First Lien Notes as capital assets, and

persons who hold Old Common Stock Interests or Old Preferred Stock Interests as capital assets, within the meaning of Section 1221 of the IRC. A substantial amount of time may elapse between the date of this Disclosure Statement and the receipt of a final distribution under the Plan. Events subsequent to the date of this Disclosure Statement, such as additional tax legislation, court decisions, or administrative changes, could affect the U.S. federal income tax consequences of the Plan and the transactions contemplated thereunder. No opinion of counsel or IRS ruling has been or will be sought regarding any matter discussed in the Plan. No assurance can be given that the IRS would not assert, or that a court would not sustain, a position contrary to any of the tax consequences set forth below. **Holders should consult their own tax advisors as to the particular U.S. federal income tax consequences to them of the Plan and of holding and disposing of the New Common Stock and the New First Lien Notes, as well as the effects of state, local, non-U.S. income and other tax laws.**

For purposes of this summary, a “U.S. Holder” means a beneficial owner of a Note Claim, New Common Stock, New First Lien Note, Old Common Stock Interest or Old Preferred Stock Interest (as determined for U.S. federal income tax purposes), as applicable, that is a citizen or individual resident of the United States, a corporation, or other entity treated as a corporation for U.S. federal income tax purposes, created or organized in the United States or under the laws of the United States or any political subdivision thereof, an estate the income of which is subject to U.S. federal income taxation regardless of its source, or a trust if (i) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. fiduciaries have the authority to control all substantial decisions of the trust, or (ii) the trust was in existence on August 20, 1996 and properly elected to be treated as a U.S. person. A “Non-U.S. Holder” means any beneficial owner that is not a U.S. Holder or a partnership for U.S. federal income tax purposes.

If a partnership (including an entity treated as a partnership for U.S. federal income tax purposes) is the beneficial owner of a Note Claim, New Common Stock, New First Lien Note, Old Common Stock Interest or Old Preferred Interest, as applicable, the tax treatment of a partner in the partnership will generally depend upon the status of the partner and the activities of the partnership. A beneficial owner that is treated as a partnership for U.S. federal income tax purposes and partners in such a partnership should consult their tax advisors about the U.S. federal income tax consequences of the Plan and the ownership and disposition of New Common Stock and New First Lien Notes.

Internal Revenue Service Circular 230 Notice

To ensure compliance with requirements imposed by the IRS, each Holder is hereby notified that (a) any discussion of U.S. federal tax issues in this Disclosure Statement is not intended or written to be relied upon, and cannot be relied upon by Holders, for purposes of avoiding penalties that may be imposed on such Holders under the IRC; (b) such discussion is written to support the promotion of the Plan; and (c) each Holder of a claim should seek advice based on such Holder’s particular circumstances from an independent tax advisor.