IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

In re:	)	
	)	Case No. 3:16-bk-08624
WERTHAN PACKAGING, INC.,	)	
	)	Chapter 11
Debtor.	)	
	)	Judge Mashburn
	)	

DEBTOR'S AND COMMITTEE'S FIRST AMENDED JOINT DISCLOSURE STATEMENT UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

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I. INTRODUCTION

On December 4, 2016 (the "Petition Date"), Werthan Packaging, Inc. ("Werthan" or the "Debtor") filed a voluntary petition under Chapter 11 of the United States Bankruptcy Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Middle District of Tennessee, Nashville Division (the "Bankruptcy Court"), as Case No.3:16-bk-08624 (the "Chapter 11 Case"). The Debtor operated its business from the Petition Date until it sold substantially all of its assets to Gateway Packaging Company, LLC ("Gateway") in January 2017. Since that time, the Debtor has obtained Bankruptcy Court approval to liquidate its remaining assets and is in the process of winding down its estate.

Chapter 11 is the business rehabilitation chapter of the Bankruptcy Code. Under Chapter 11, a debtor is authorized to continue to operate, while restructuring its business and financial affairs in order to preserve the enterprise's value as a going concern. Chapter 11 is also designed to ensure that the rights of all creditors and equity interest holders are treated fairly, according to their relative legal entitlements.

Upon the commencement of a Chapter 11 case, an "estate" is created which is comprised of all of the legal and equitable interests of the debtor on that date. During the Chapter 11 case, the debtor takes the steps necessary to maximize the value of its estate. The debtor then prepares a business plan and uses that as the basis for determining the resources it will have available to repay its creditors. Repayment can take a variety of forms, including the payment of cash, the issuance of new debt, the reinstatement of old debt, or the issuance of new stock in a reorganized company when it emerges from Chapter 11 so that the former creditors become the new owners of the business.

The debtor then prepares and proposes a Chapter 11 "plan" to its creditors, which sets forth in detail the terms on which the debtor proposes to reorganize its affairs and emerge from Chapter 11 or liquidate its assets and distribute them to creditors. In this case, the Debtor and the Official Committee of Unsecured Creditors (the "Committee", and along with the Debtor, the "Plan Proponents") are jointly proposing a Plan of Liquidation, a copy of which is attached hereto as Exhibit A. Certain creditors must then vote to accept or reject the plan. Prior to voting on the plan, however, the debtor must provide sufficient information about the plan in a "disclosure statement" that will enable parties in interest to make an informed judgment about the plan. The Debtor and the Committee filed their first joint Chapter 11 plan and a disclosure statement on June 12, 2017 (Docket Nos. 176 and 177). This document is the Plan Proponents' first amended disclosure statement (the "Disclosure Statement") concerning the Plan Proponents' First Amended Plan of Liquidation Under Chapter 11 of the Bankruptcy Code dated July 25, 2017 (the "Plan"). Unless otherwise defined in this Disclosure Statement, capitalized terms have the meanings defined in the Plan.

A brief summary of the recoveries to creditors and equity interest holders under the Plan is provided on page 7 of this Disclosure Statement. A more detailed discussion of the treatment of claims and equity interests is contained in Section V.A (Treatment of Claims and Interests Under the Plan - Classification and Treatment of Claims and Equity Interests) of this Disclosure Statement.

A. ABOUT THIS DISCLOSURE STATEMENT

The purpose of this Disclosure Statement is to provide parties in interest with adequate information to make an informed judgment about the Plan. In addition, it describes the voting procedures that holders of Claims entitled to vote under the Plan must follow for their votes to be counted. This Disclosure Statement contains general information regarding the Debtor's prepetition business operations and finances, the events leading up to the commencement of the Chapter 11 Case, certain events that have

occurred during the Chapter 11 Case, and the anticipated liquidation of the organization, operations, and financing of the Debtor if the Plan is confirmed and becomes effective. This Disclosure Statement also generally describes the terms and provisions of the Plan, including certain effects of confirmation and consummation of the Plan, the manner in which distributions will be made under the Plan, and certain risk factors associated with the ultimate recoveries to creditors under the Plan.

Accompanying this Disclosure Statement are copies of:

(a) the Plan (Exhibit A);

(b) the Bankruptcy Court's order dated [______], 2017 (the "Disclosure Statement Order"), which, among other things, approves this Disclosure Statement as containing adequate information, establishes the voting procedures, schedules the Confirmation Hearing, and sets the voting deadline and the deadline for objecting to confirmation of the Plan (form of proposed order attached as Exhibit B);

(c) the Debtor's Liquidation Analysis (Exhibit C);

(d) the forms of proposed Ballots (Exhibit D); and

(e) the Notice of Deadline for Voting on the Plan and Establishing other Deadlines (Exhibit E).

Other supporting documents relating to the implementation of the Plan (the "Plan Documents") are voluminous and are not reproduced in this Disclosure Statement, but are or will be on file with the Bankruptcy Court for inspection or copying by parties in interest.

THE BANKRUPTCY COURT'S APPROVAL OF THIS DISCLOSURE STATEMENT CONSTITUTES NEITHER A GUARANTY OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT NOR AN ENDORSEMENT OF THE MERITS OF THE PLAN BY THE BANKRUPTCY COURT.

THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT IS INCLUDED HEREIN FOR PURPOSES OF SOLICITING ACCEPTANCES TO, AND CONFIRMATION OF, THE PLAN, AND MAY NOT BE RELIED UPON FOR ANY OTHER PURPOSE. THIS DISCLOSURE STATEMENT AND ANY ACCOMPANYING LETTERS ARE THE ONLY DOCUMENTS TO BE USED IN CONNECTION WITH THE SOLICITATION OF VOTES ON THE PLAN. NO SOLICITATION OF VOTES MAY BE MADE EXCEPT AFTER DISTRIBUTION OF THIS DISCLOSURE STATEMENT.

ANY STATEMENTS IN THIS DISCLOSURE STATEMENT CONCERNING THE PROVISIONS OF ANY DOCUMENT ARE NOT NECESSARILY COMPLETE, AND IN EACH INSTANCE REFERENCE IS MADE TO SUCH DOCUMENT FOR THE FULL TEXT THEREOF. IN THE EVENT OF A CONFLICT BETWEEN THIS DISCLOSURE STATEMENT AND SUCH DOCUMENTS (INCLUDING THE PLAN) THE DOCUMENTS THEMSELVES SHALL BE CONTROLLING. CERTAIN DOCUMENTS DESCRIBED OR REFERRED TO IN THIS DISCLOSURE STATEMENT HAVE NOT BEEN ATTACHED AS EXHIBITS BECAUSE OF THE IMPRACTICABILITY OF FURNISHING COPIES OF SUCH DOCUMENTS TO ALL RECIPIENTS OF THIS DISCLOSURE STATEMENT OR BECAUSE SUCH DOCUMENTS HAVE NOT BEEN FINALIZED AND WILL BE FILED WITH THE BANKRUPTCY COURT AFTER THE DATE OF THIS DISCLOSURE STATEMENT.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE UNITED STATES BANKRUPTCY CODE AND RULE 3016 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE, AND NOT NECESSARILY IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER NON-BANKRUPTCY LAW.

THIS DISCLOSURE STATEMENT HAS BEEN NEITHER APPROVED NOR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR ANY STATE SECURITIES REGULATOR, AND NEITHER THE SEC NOR ANY STATE SECURITIES REGULATOR HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT. PERSONS OR ENTITIES TRADING IN OR OTHERWISE PURCHASING, SELLING, OR TRANSFERRING SECURITIES OF, OR CLAIMS AGAINST, THE DEBTOR ARE NOT ENTITLED TO RELY UPON THIS DISCLOSURE STATEMENT FOR SUCH PURPOSE, BUT ONLY FOR THE PURPOSE OF DETERMINING WHETHER TO ACCEPT OR REJECT THE PLAN.

EXCEPT WHERE SPECIFICALLY NOTED, THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AND IN ITS EXHIBITS HAS NOT BEEN AUDITED BY A CERTIFIED PUBLIC ACCOUNTANT AND HAS NOT NECESSARILY BEEN PREPARED IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES.

AS TO CONTESTED MATTERS, ADVERSARY PROCEEDINGS, AND OTHER ACTIONS OR THREATENED ACTIONS, THIS DISCLOSURE STATEMENT SHALL NOT CONSTITUTE OR BE CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY, STIPULATION, OR WAIVER, BUT RATHER AS A STATEMENT MADE IN SETTLEMENT NEGOTIATIONS. THIS DISCLOSURE STATEMENT SHALL NOT BE ADMISSIBLE IN ANY NON-BANKRUPTCY PROCEEDING NOR SHALL IT BE CONSTRUED TO BE CONCLUSIVE ADVICE ON THE TAX, SECURITIES, OR OTHER LEGAL EFFECTS OF THE PLAN ON HOLDERS OF CLAIMS AGAINST, OR EQUITY INTERESTS IN, THE DEBTOR.

CERTAIN OF THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT IS BY ITS NATURE FORWARD-LOOKING AND CONTAINS ESTIMATES, ASSUMPTIONS, AND FINANCIAL PROJECTIONS THAT MAY BE MATERIALLY DIFFERENT FROM ACTUAL FUTURE RESULTS. THE WORDS "BELIEVE," "MAY," "WILL," "ESTIMATE," "ASSERT," "CONTINUE," "ANTICIPATE," "INTEND," "EXPECT," AND SIMILAR EXPRESSIONS IDENTIFY THESE FORWARD-LOOKING STATEMENTS. THESE FORWARD-LOOKING STATEMENTS ARE SUBJECT TO A NUMBER OF RISKS, UNCERTAINTIES, AND ASSUMPTIONS, INCLUDING THOSE DESCRIBED IN SECTION IX. (CERTAIN RISKS TO RECOVERIES UNDER THE PLAN) BELOW. IN LIGHT OF THESE RISKS AND UNCERTAINTIES, THE FORWARD-LOOKING EVENTS AND CIRCUMSTANCES DISCUSSED IN THIS DISCLOSURE STATEMENT MAY NOT OCCUR AND ACTUAL RESULTS COULD DIFFER MATERIALLY FROM THOSE ANTICIPATED IN THE FORWARD-LOOKING STATEMENTS. THE PLAN PROPONENTS DO NOT UNDERTAKE ANY OBLIGATION TO PUBLICLY UPDATE OR REVISE ANY FORWARD-LOOKING STATEMENTS, WHETHER AS A RESULT OF NEW INFORMATION, FUTURE EVENTS, OR OTHERWISE.

ALL CREDITORS ARE ADVISED AND ENCOURAGED TO READ THIS DISCLOSURE STATEMENT AND THE PLAN IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. PLAN SUMMARIES AND STATEMENTS MADE IN THIS DISCLOSURE STATEMENT ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE PLAN, THE EXHIBITS ATTACHED TO THE PLAN, THE PLAN DOCUMENTS, AND

THIS DISCLOSURE STATEMENT. THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE ONLY AS OF THE DATE OF THIS DISCLOSURE STATEMENT, AND THERE CAN BE NO ASSURANCE THAT THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT WILL BE CORRECT AT ANY TIME AFTER THIS DATE.

B. WHO MAY VOTE ON THE PLAN

Under the provisions of the Bankruptcy Code, not all parties in interest are entitled to vote on a Chapter 11 plan. Creditors or equity interest holders whose claims or equity interests are not impaired by a plan are deemed to accept the plan under section 1126(f) of the Bankruptcy Code, and are not entitled to vote. Creditors or equity interest holders whose claims or interests are impaired by the Plan, but who will receive no distribution under the plan, are not entitled to vote either, because they are deemed to have rejected the plan under section 1126(g) of the Bankruptcy Code. Finally, creditors whose claims arose after the Petition Date will have their claims satisfied in full under the Plan, and thus are also not entitled to vote on the Plan.

Furthermore, even if a class of creditors is entitled to vote on the Plan, only those creditors whose Claims are considered "Allowed" as of the date the Disclosure Statement Order are entitled to vote on the Plan, unless the Bankruptcy Court specifically orders otherwise. Generally speaking, to be considered "Allowed" for purposes of voting on the Plan, the amount and nature of the creditor's Claim cannot be the subject of a pending dispute, and such Claim must have been listed in a fixed amount on the Debtor's Schedules of Assets and Liabilities and Statements of Financial Affairs pursuant to section 521 of the Bankruptcy Code and Bankruptcy Rule 1007 as on file with the Bankruptcy Court (collectively, as they may be amended from time to time, the "Schedules"), and not listed as "unliquidated," "contingent," or "disputed" in the Schedules.

Based on these voting rules, the following table sets out the voting rights for each category of Allowed claims or Equity Interests under the Plan; refer to Section II.B (General Summary of Classification and Treatment of Claims and Equity Interests) of this Disclosure Statement for a description of the types of claims or equity interests covered by each category.

Category of Allowed Claims and Equity Interests	***Entitled to Vote?***
Unclassified - Administrative Claims	No
Unclassified - Priority Tax Claims	No
Class 1 - Priority Non-Tax Claims	No
Class 2 – General Unsecured Claims	Yes
Class 3 – Equity Interests	No

C. VOTING PROCEDURES, BALLOTS, AND VOTING DEADLINE

Pursuant to the Disclosure Statement Order, the Bankruptcy Court set July 25, 2017 as the Record Date for voting on the Plan. Accordingly, only holders of Claims of record as of that date who are otherwise are entitled to vote under the Plan will receive a Ballot and may vote on the Plan.

If you are entitled to vote to accept or reject the Plan, a Ballot is enclosed for the purpose of voting on the Plan. If you hold Claims in more than one Class and you are entitled under the Plan to vote

Claims in more than one Class, you will receive separate Ballots, which must be used for each separate Class of Claims. Please vote and return your Ballot(s) to:

Gene L. Humphreys
Bass, Berry & Sims PLC
150 Third Avenue South, Suite 2800
Nashville, TN 37201

DO NOT RETURN ANY NOTES OR SECURITIES WITH YOUR BALLOT.

TO BE COUNTED, YOUR BALLOT INDICATING ACCEPTANCE OR REJECTION OF THE PLAN MUST BE ACTUALLY RECEIVED BY NO LATER THAN 5:00 P.M., CENTRAL TIME, ON SEPTEMBER 6, 2017. ANY EXECUTED BALLOT RECEIVED THAT DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN SHALL BE COUNTED AS AN ACCEPTANCE OF THE PLAN.

If you are a holder of a Claim entitled to vote on the Plan and did not receive a Ballot, received a damaged Ballot, or lost your Ballot, or if you have any questions concerning the procedures for voting on the Plan, please contact: Gene L. Humphreys, Bass, Berry & Sims PLC, 150 Third Avenue South, Suite 2800, Nashville, TN 37201; Tel.: 615-742-7757; email: ghumphreys@bassberry.com.

D. THE BANKRUPTCY CODE'S VOTING RULES FOR ACCEPTANCE OF A PLAN

The Bankruptcy Code defines "acceptance" of a plan by a class of claims as acceptance by creditors in that class who hold at least two-thirds in dollar amount and more than one-half in number of the claims in that Class who cast ballots for acceptance or rejection of the plan. Thus, for example, acceptance of the Plan by Class 2 will occur only if at least two-thirds in dollar amount and a majority in number of the holders voting in Class 2 vote in favor of acceptance. A particular creditor's vote may be disregarded if the Bankruptcy Court determines, after notice and a hearing, that such acceptance or rejection was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code.

E. THE CONFIRMATION HEARING AND DEADLINE FOR OBJECTIONS TO CONFIRMATION

In addition to obtaining the requisite votes from creditors, the Plan must also be approved or "confirmed" by the Bankruptcy Court. The Bankruptcy Court has scheduled a hearing (the "Confirmation Hearing") on September 19, 2017, at 9:00 a.m. to be held before the Honorable Randal S. Mashburn, United States Bankruptcy Judge, at the United States Bankruptcy Court for the Middle District of Tennessee, courtroom 1, Customs House, 701 Broadway, Nashville, Tennessee 37203. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for the announcement of adjournment at the Confirmation Hearing, or at any subsequent adjourned Confirmation Hearing.

Any objection to the confirmation of the Plan must be made in writing and specify in detail (1) the name and address of the objector, (2) all grounds for the objection, and (3) the amount of the objector's Claim or the number and class of shares of Equity Interests held by the objector.

Any confirmation objection must be filed with the Bankruptcy Court, with a copy to Judge Mashburn's chambers, and served so that it is actually received by the Bankruptcy Court, Judge

Mashburn's chambers, and the following parties on or before September 6, 2017 at 5:00 p.m. (Central Time): (a) Bass, Berry & Sims PLC, Attorneys for the Debtor, 150 Third Avenue South, Suite 2800, Nashville, TN 37201 (Attn: Gene L. Humphreys, Esq.); (b) Gullett, Sanford, Robinson & Martin, PLLC, 150 Third Avenue South, Suite 1700 Nashville, TN 37201 (Attn: Thomas H. Forrester); and, (c) the Office of the United States Trustee for the Middle District of Tennessee, Nashville Division, 701 Broadway, Room 318, Nashville, Tennessee 37203 (Attn: Megan Seliber, Esq.).

II. SUMMARY OF RECOVERIES UNDER THE PLAN

A. OVERVIEW OF THE PLAN

The Plan was designed to maximize the recoveries to creditors by providing for the continuation of the bankruptcy estate with the appointment of a Liquidating Agent (the "Agent") to liquidate the assets of the estate and distribute them to creditors according to the Plan. All of the Debtor's property and the Estate's assets will remain with the Estate after Confirmation to pay Debtor's Allowed Administrative Claims, Allowed Fee Claims and Allowed Priority Claims in full. After paying those claims, the remainder of the Debtor's property will be distributed pro rata to allowed unsecured claims.

The Plan Proponents believe that if the Plan is confirmed and becomes effective, the general unsecured creditors will receive the greatest distribution possible on account of their allowed claims.

The Pension Benefit Guaranty Corporation ("PBGC") filed three claims in this Chapter 11 Case on March 2, 2017: (1) Claim No. 33 in the amount of $1,037,292 ($939 of which was asserted as priority under 11 U.S.C. § 507(a)(5)) for statutory liability to the Pension Plan for unpaid minimum funding contributions; (2) Claim No. 34, amended on May 25, 2017, in the amount of $1,985,259 ($82,821 of which was asserted as priority under 11 U.S.C. §§ 503(b)(1) and 507(a)(2) and, in the alternative, under 11 U.S.C. § 507(a)(8)) for pension-insurance premiums with respect to the Pension Plan; and (3) Claim No. 35, amended on May 25, 2017, in the amount of $12,334,867 for unfunded benefit liabilities of the Pension Plan (Claim Nos. 33, 34, and 35, as amended, are collectively referred to as the "PBGC Claims"). PBGC's priority claim in the amount of $939 (described in Claim No. 33 above), and PBGC's priority claim in the amount of $82,821 (described in Claim No. 34 above) shall be referred as the "PBGC Priority Claims." The balance of the PBGC allowed claims shall be referred to as the "PBGC Unsecured Claims." The Plan proponents agree that the PBGC Priority claims are entitled to priority over general unsecured claims, and accordingly are classified in Class 1 of the Plan, described below. To the extent the PBGC Unsecured Claims are allowed as General Unsecured Claims, they are classified as Class 2 Claims under the Plan. The Plan Proponents do not believe that the PBGC Unsecured Claims are nearly as large as asserted, and the Debtor and/or the Committee will be discussing the PBGC Unsecured Claims with the PBGC (or objecting to the PBGC Unsecured Claims under the Plan).

B. GENERAL SUMMARY OF CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

All assets to be distributed for the benefit of General Unsecured Creditors will be held by the Debtor's Bankruptcy Estate (the "Estate"), which will continue in existence after Confirmation of the Plan. The Agent will be appointed to manage the Estate's assets and distributions to creditors. The value of the Estate Assets (available for distribution to Claimants in Class 2) could be as much as $400,000, but the actual value may be lower, depending on a number of factors that are impossible to predict. This value has been determined based on the proceeds from the Sale (defined below) that remained after payment of the Debtor's secured debt. Those proceeds will be reduced by administrative expenses of the Debtor, which include fees for Resurgence Financial Services, LLC (described on page 8 below) and the Debtor's attorneys and the Committee's attorneys, through confirmation of the Plan.

Although the Estate will initially consist of cash from the Debtor's bank accounts, that cash must first be used to pay Administrative Expense Claims, Fee Claims, and priority claims. The cash will also be used to fund the ongoing expenses of the Estate, which the Plan Proponents expect will be fairly nominal. There can be no assurance that any of such cash will otherwise be available for distribution to General Unsecured Creditors.

Each amount designated in the table below as the "Estimated Percentage Recovery" for each Class is the quotient derived from dividing the assumed value of the consideration to be distributed to all holders of Allowed Claims or Allowed Equity Interests in that Class, by the estimated aggregate amount of all Allowed Claims or Allowed Equity Interests in that Class. The Plan Proponents based the Estimated Aggregate Claims Amounts shown in the table below upon the Debtor's preliminary review of Claims filed prior to the date hereof and its books and records, and the Plan Proponents may substantially revise these estimates following the passage of all applicable bar dates and the completion of a detailed analysis of all of the claims ultimately filed. Further, the amount of any Disputed Claim that ultimately is allowed by the Bankruptcy Court may be significantly more or less than the Plan Proponents' estimated amount of that Claim.

DESCRIPTION	TREATMENT UNDER THE PLAN
Administrative Claims (unclassified) Claims arising on or after the Petition Date and prior to the Effective Date for a cost or expense of administration of the Chapter 11 Case, entitled to priority or superpriority pursuant to sections 503(b), 507(a)(1), or 507(b) of the Bankruptcy Code or the DIP Financing Order, including professional Fee Claims. **Estimated Aggregate Claims Amount: $200,000**	**Unimpaired** As required by the Bankruptcy Code, each holder of an Allowed Administrative Claim, to the extent not previously paid, will be paid in full in Cash on the date (the "Distribution Date") that is the later of the Effective Date or the date on which the claim becomes Allowed. **Percentage Recovery: 100%**
Priority Tax Claims (unclassified) Claims of a governmental unit entitled to priority under section 507(a)(8) of the Bankruptcy Code. **Estimated Aggregate Claims Amount: $46,000**	**Unimpaired** As required by the bankruptcy Code, each holder of an Allowed Priority Tax Claim will receive the amount of the holder's Allowed Priority Tax Claim in cash on or before the Effective Date. **Percentage Recovery: 100%**
Class 1 - Priority Non-Tax Claims Claims entitled to priority pursuant to section 507(a)(3), (4), or (6) of the Bankruptcy Code. Class 1 includes the PBGC Priority Claims. **Estimated Aggregate Claims Amount: $83,760**	**Unimpaired** On the Distribution Date, as required by the Bankruptcy Code, each holder of an Allowed Priority Non-Tax Claim will be paid in full in Cash or according to other terms agreed to in writing by the holder. **Percentage Recovery: 100%**
Class 2 - General Unsecured Claims Claims not secured by a valid lien or permissible setoff. **Estimated Aggregate Claims Amount:** **The amount of Class 2 Claims could be as low as $8 million or as high as $22 million, depending on the allowed amount of the PBGC Unsecured Claims**	**Impaired** On the Distribution Date, each holder of an Allowed General Unsecured Claim will receive its Pro Rata Share of the Estate assets remaining after payment of the Allowed administrative and priority claims. **Estimated Percentage Recovery: 2%-5% (depending on the Allowed amount of the PBGC Unsecured Claims—see Section II.A. above)**
Class 3 - Equity Interests Common stock and other equity and member interests (options, warrants, etc.) in the Debtor and all Claims arising from such interests.	**Impaired** On the Effective Date, all Equity Interests will be cancelled and discharged and there will be no distributions to holders of such interests. **Percentage Recovery: 0%**

III. THE DEBTOR'S BUSINESS AND THE EVENTS LEADING TO BANKRUPTCY

Werthan is a private company organized under the laws of the State of Tennessee. Based in White House, TN, Werthan was a leading supplier of multiwall paper packaging for the pet food industry. This sixth generation company has been an important part of the fabric of Nashville business since the late 1860s. At its height the company employed over 1,200 people at its long-standing home in North Nashville.

Despite moving to a new facility in White House, Tennessee and achieving the Safe Quality Food (SQF) certification, Werthan's business declined, and on September 20, 2016, the Debtor engaged Gary Murphey and his company, Resurgence Financial Services, LLC ("RFS"), as Chief Restructuring Officer of the Debtor (the "CRO") to assist with possible financing sources and possibly run a sale process for the Debtor's assets. In early November 2016, Werthan communicated with Gateway about a potential sale of Werthan's assets. Gateway operates in the same general business as Werthan, so Werthan believed Gateway to be a natural selection of an entity potentially interested in purchasing Werthan's assets. Shortly thereafter, Gateway and Werthan negotiated and executed a letter of intent that ultimately led to Gateway's agreement to purchase substantially all of Werthan's assets pursuant to the terms of the APA, to be accomplished in a Chapter 11 case (the "Sale").

IV. THE CHAPTER 11 CASE

Since the Petition Date, the Debtor has continued to manage its property as debtor in possession, subject to the supervision of the Bankruptcy Court and in accordance with the provisions of the Bankruptcy Code. An immediate effect of the filing of the Chapter 11 Case was the imposition of the automatic stay under section 362 of the Bankruptcy Code, which, with limited exceptions, enjoined the commencement or continuation of all collection efforts by creditors, enforcement of liens against any properties of the Debtor, and all litigation against the Debtor. Also, On December 8, the United States Trustee appointed an Official Committee of Unsecured Creditors (the "Committee") to represent the general unsecured creditors (Docket No. 36). Described below are certain events that have occurred in the Chapter 11 Case.

A. VARIOUS BANKRUPTCY COURT ORDERS

On December 6 and 7, 2016, the Bankruptcy Court entered various procedural and substantive orders the Chapter 11 Case. The more substantive orders are addressed below.

1. Use of Cash Collateral and DIP Financing

The Debtor obtained authorization from the Bankruptcy Court to use cash collateral and a post-petition Debtor-in-Possession financing loan to continue to use accounts receivable (which had been pledged to VFP Funding, LLC). The Debtor was therefore able to pay the postpetition expenses of the Chapter 11 Case substantially as they came due.

2. Employee Wages

On December 6, 2016, the Court entered an Order (DN 28) authorizing the Debtor to pay certain wages earned by the Debtor's employees before the Petition Date. The vast majority of these wages would have been priority non-tax claims (Class 1 under the Plan), but because they were paid, the Debtor does not anticipate that there will be substantial Class 1 Claims under the Plan, other than the PBGC Priority Claims.

3. Sale of Substantially All Assets

On December 7, 2016, the Bankruptcy Court entered an Order approving a sale process regarding substantially all of the Debtor's assets to Gateway. Subsequently, the Committee requested that certain deadlines relating to the sale process be extended, and the Bankruptcy Court entered an Agreed Order in that regard.

At the Debtor's request, the Court approved a bidding process for the Debtor's assets. Several potential bidders were identified, and the Debtor received interest from a number of potential bidders. The Debtor and the Committee were hopeful that a spirited bidding process and auction would ensue. But, no bids were made other than Gateway's stalking horse bid of approximately $7.3 million.

On January 5, 2017, the Bankruptcy Court entered an Order confirming the Sale to Gateway (DN 108, the "Sale Order"). The meeting of creditors under section 341 of the Bankruptcy Code was held on January 11, 2017 (the "Creditors' Meeting Date""). The Sale closed on January 13, 2017. Shortly before the Sale closed, the Committee investigated the validity of the secured liens and determined that none were worthy of challenging, so the Debtor paid its secured creditors in full immediately after closing to minimize ongoing interest costs. The Plan Proponents expect that the remaining proceeds from the Sale will enable the Debtor to pay all of the administrative expenses and priority claims of the bankruptcy estate and make a distribution to unsecured creditors.

4. Destruction of Records

On February 21, 2017, the Bankruptcy Court entered an Amended Order authorizing the Debtor to dispose of any records that were not necessary for the administration of the estate, with the exception of records relating to the administration of the Pension Plan, which the Debtor agreed to retain for the benefit of the PBGC. The Debtor has disposed of records in a manner consistent with that Amended Order.

5. Sale or Disposal of Remaining Assets

On April 5, 2017, the Court authorized the Debtor and the Committee to dispose of the Debtor's remaining assets, which included a payment to the Landlord of the Debtor's Nashville Facility (where the Remaining Assets are located) in exchange for time to liquidate the remaining assets.

B. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

As discussed below, during the course of the Chapter 11 Case to date, the Debtor has assumed or rejected all of its executory contracts and unexpired leases. The Debtor anticipates rejecting any other such agreements in the context of confirmation of the Plan.

1. Agreements assumed and assigned as part of the Sale of Assets to Gateway

A few agreements, primarily with Kroger, were assumed and assigned to Gateway as part of the Sale described above. Assumption and assignment of those Agreements was approved in the Sale Order. The Debtor has no obligations regarding these agreements.

2. All other Agreements Rejected

On February 21, 2017, the Bankruptcy Court entered an Amended Order (DN 142) rejecting certain executory contracts and unexpired leases with various creditors (the "Rejected Agreements"). A

separate Agreed Order was entered on April 6, 2017 rejecting the lease of real estate in Nashville where the Debtor had operated a facility (the "Rejected Nashville Lease"). The Agreed Order provided for a waiver of the landlord's prepetition and postpetition claims.

The Debtor believes that the agreements assumed in the Sale and the Rejected Agreements and the Rejected Nashville Lease are all of the Debtor's executory contracts and unexpired leases that have not already been fully performed. Out of an abundance of caution, the Order confirming the Plan will constitute a rejection of any executory contracts and unexpired leases that have not been previously assumed or rejected.

To the best of the Debtor's knowledge, there will be no claims arising from the rejection of executory contracts and unexpired leases.

3. No Cure Claims for Assumed Agreements

The Debtor was not in default of the agreements previously assumed and assigned as part of the Sale of assets to Gateway. Therefore, none of the non-Debtor counterparties to those agreements have any "cure" claim.

C. CLAIMS PROCESS AND BAR DATE

Shortly after the Petition Date, the Debtor filed with the Bankruptcy Court the Schedules for the Debtor. In addition, pursuant to an order dated January 27, 2017 (DN 136 the "Bar Date Order"), a general bar date (the "General Bar Date") was set with respect to most prepetition Claims, establishing May 1, 2017 as the deadline by which most prepetition creditors must file proofs of claims in the Chapter 11 Case. (The Bar Date Order set the bar date for Governmental Entities as June 5, 2017.)

The aggregate amount of unsecured claims scheduled is approximately $8 million, and PBGC'S Unsecured Claims total approximately $15.27 million. The Debtor and the Committee are currently reviewing, analyzing and reconciling the filed claims with the schedules, and the Plan provides that either the Debtor or the Agent may object to the filed claims. The aggregate amount of scheduled and filed claims that ultimately will become Allowed Claims in the Chapter 11 Case will be between $8 million and $23 million (depending on the resolution of the PBGC Unsecured Claims).

D. 401K PLAN TERMINATED AND PARTICIPANTS NOTIFIED

After the Petition Date, the Debtor notified all participants in the Company's 401k plan regarding their rights arising from the termination of the 401k plan. (This is not related to the Pension Plan, which has been terminated, with the PBGC assuming responsibility.) The Plan Proponents are not aware of any claims arising from the termination of the 401k plan.

V. TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN

The following summary is general in nature and does not include all provisions of the Plan. The Debtor urges holders of Claims and Equity Interests to carefully read the Plan itself in its entirety, a copy of which is attached to this Disclosure Statement as Exhibit A. In the event of an inconsistency between this description and the actual terms of the Plan, the Plan provisions will control.

A. CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

The Plan classifies different types of Claims and Equity Interests separately and provides different treatment for each Class in accordance with the class' relative legal rights. If the Plan is confirmed by the Bankruptcy Court, each holder of an Allowed Claim in a particular Class will receive the same treatment as the other holders in the same Class of Claims, whether or not such holder voted to accept the Plan. The treatment will be in exchange for and in full settlement, satisfaction, and discharge of the holder's respective Claims against or Equity Interests in a Debtor, except as otherwise provided in the Plan. Moreover, upon confirmation, the Plan will be binding on all holders of a Claim regardless of whether such holders voted to accept the Plan.

1. Administrative Claims

An Administrative Claim is a claim against a Debtor or its Estate arising on or after the Petition Date and prior to the Effective Date for a cost or expense of administration of the Chapter 11 Case, that is entitled to priority or superpriority pursuant to sections 503(b), 507(a)(1), or 507(b) of the Bankruptcy Code or the Cash Collateral Order. The Plan Proponents do not anticipate significant administrative expenses, other than compensation for officers of the Debtor, payment of professional fees and expenses ("Fee Claims"), and payment of U.S. Trustee quarterly fees. On or after the Effective Date, each holder of an Allowed Administrative Claim will receive Cash in an amount equal to such Allowed Administrative Claim unless the holder agrees to a different treatment, *provided*, *however*, that an Administrative Claim representing a liability incurred in the ordinary course of business of a Debtor may be paid in full in the ordinary course of business by the Debtor, in accordance with the terms and subject to the conditions of any agreements governing those liabilities. The Debtor or the Agent will reserve sufficient cash to pay Fee Claims, which may not become Allowed Administrative Claims until after the Effective Date. The Plan contains a bar date for Administrative Expense Claims and Fee Claims, which is 30 days after the Effective Date.

2. Priority Tax Claims

Priority Tax Claims are the claims of a governmental unit against the Debtor or its Estate that are given priority pursuant to section 507(a)(8) of the Bankruptcy Code. On the Distribution Date, each holder of an Allowed Priority Tax Claim will be paid the allowed amount of its claim in full in cash. Various taxing entities have filed claims asserting priority tax claims. The Plan proponents believe the Priority Tax Claims will be allowed in the amount of approximately $46,000.

3. Classified Claims and Interests

a. *Class 1 - Priority Non-Tax Claims*

Priority Non-Tax Claims are claims that are entitled to priority under sections 507(a)(3), (4), and (6) of the Bankruptcy Code, and include the PBGC Priority Claims. On the Distribution Date, each holder of an Allowed Priority Non-Tax Claim will receive either (i) Cash in the amount of the holder's Allowed Priority Non-Tax Claim; or (ii) such other treatment as may be agreed upon in writing by the holder and the Debtor. Class 1 is unimpaired under the Plan. Each holder of an Allowed Priority Non-Tax Claim is conclusively presumed to have accepted the Plan and is not entitled to vote on the Plan. As stated above, the Bankruptcy Court entered an order authorizing the Debtor to pay certain prepetition wages of employees, which the Debtor paid. As a result, the Plan Proponents believe that the only claims included in Class 1 are the PBGC Priority Claims. (Please see discussion of PBGC Claims in Section II.A. above.)

b. *Class 2 – General Unsecured Claims*

General Unsecured Claims are Claims that are not secured by a valid lien or permissible setoff, and include allowed non-priority claims incurred pre-petition and the allowed PBGC Unsecured Claims. On the Distribution Date, each holder of an Allowed General Unsecured Claim will receive a Pro Rata Share of the Estate Assets remaining after the payment in full of all Allowed Administrative Expense Claims, Allowed Fee Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, and the expenses of administering the Estate. (Please see discussion of PBGC Claims in Section II.A. above. If the PBGC's claims are allowed substantially or totally, the Class 2 claims will be significantly diluted.)

The post-Confirmation Estate will initially contain the following property: (i) all the cash in the Debtor's bank accounts on the Effective Date (after reserving for administrative, fee, and priority claims); and, (ii) all other property of the Debtor, if any. Please note that the Estate Causes of Action are being released under the Plan. The Estate Causes of Action include: Causes of Action arising prior to the Effective Date that either (a) accrued to the Debtor as debtor in possession under Chapter 5 of the Bankruptcy Code; or (b) accrued to (i) the Debtor or its Estate; or (ii) unsecured creditors of the Debtor under applicable non-bankruptcy law prior to the Petition Date, but are deemed under the Bankruptcy Code and applicable interpretive case law to be derivative of the Estate's interests and therefore became property of the Estate upon the commencement of the Chapter 11 Case. The Estate Causes of Action do not include preference actions as described above. **The Plan Proponents have reviewed the Estate Causes of Action, which include potential fraudulent conveyances and other avoidance actions, in addition to potential causes of action for damages to the Debtor from possible breaches of fiduciary duty by officers and directors. The Committee has also focused on the validity of liens asserted by holders of secured claims against the Debtor. After reviewing the circumstances surrounding these potential causes of action, the Plan Proponents do not believe that the Estate Causes of Action have any net value to the Estate. To the extent any of the Estate Causes of Action could potentially have a positive recovery, the Plan Proponents believe that the time and costs involved in pursuing such Estate Causes of Action would far exceed the potential recovery, if any. Therefore, the Estate Causes of Action are being released by the Plan.**

Cash distributions, if any, will be made to the holders of Allowed Class 2 Claims only over time, as Cash is collected by the Agent after the payment of the fees and expenses of the Agent, including the fees and expenses of the Agent's advisors, such as attorneys, accountants, appraisers, and other professionals.

Class 2 is impaired under the Plan. Each holder of an Allowed General Unsecured Claim is entitled to vote to accept or reject the Plan.

c. *Class 3 - Equity Interests*

Equity Interests are (i) any share or other instrument evidencing a stock ownership interest in Werthan, whether or not transferable or denominated "stock," or similar security, and any options, warrants, convertible security, or other rights to acquire such shares or other instruments; and (ii) any legal, equitable, or contractual Claim arising therefrom, including but not limited, to Claims arising from rescission of the purchase or sale of an Equity Interest, for damages arising from the purchase or sale of an Equity Interest, or for reimbursement or contribution on account of such claim. On the Effective Date, all the Equity Interests will be cancelled and discharged and the holders will receive no distributions under the Plan on account of such Equity Interest. Class 3 is impaired under the Plan. Each holder of a Werthan Equity Interest is conclusively presumed to have rejected the Plan and is not entitled to vote on the Plan.

B. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

All executory contracts and unexpired leases have been or will be "rejected" by the Debtor, as of the Petition Date, upon confirmation of the Plan. By rejecting agreements, the Debtor is effectively terminating them, and the Debtor will be discharged from any further obligations under the rejected agreements.

Pursuant to the provisions of the Bankruptcy Code, the non-Debtor counterparty to a rejected agreement is entitled to collect any contract damages from the Debtor arising from the rejection, subject to the Debtor's defenses to such damage claims. However, all claims for rejection damages are considered prepetition Claims under the Bankruptcy Code. These Claims, to the extent there are any, are treated as General Unsecured Claims under the Plan.

The Plan provides that any non-Debtor counterparty to a rejected executory contract or unexpired lease must file an Application for Allowance and Payment of Rejection Claim with respect to any claimed damages no later than twenty (20) days after the Confirmation Date (unless a prior Bar Date applies), or else the Rejection Claim will be barred and discharged without payment. Other than this Disclosure Statement and the Plan, the Debtor does not intend to send any further notice to the non-Debtor counterparties whose executory contracts or unexpired leases are being rejected under the Plan. The Debtor does not believe that any allowable Rejection Claims exist.

C. PROPERTY TO BE DISTRIBUTED TO CREDITORS UNDER THE PLAN

The Debtor or the Agent expects to pay or reserve for Allowed Administrative Claims, Allowed Fee Claims, Allowed Priority Tax Claims, and Allowed Priority Non-Tax Claims before making any distribution to General Unsecured Claims in Class 2.

All of the property being distributed to General Unsecured Creditors will be distributed through the Estate, which will be administered by the Agent. Upon the Effective Date, the Debtor will have no further rights or obligations with respect to the assets of the Estate, except to cooperate with the Agent in providing access and information as specifically provided in the Plan.

a. *The Agent*

The Liquidating Agent will be Gary M. Murphey, current Financial Advisor to the Debtor and previously the Chief Restructuring Officer of the Debtor. The Agent will have all of the duties, responsibilities, rights, and obligations set forth in the Plan, including the duty and obligation to (i) liquidate Estate assets as appropriate, (ii) make distributions to Allowed Administrative, Fee, and priority Claims, (iii) make and file objections to Claims in Class 2 if the Debtor fails to do so and the Agent believes an objection is warranted, and resolve any such Disputed Claim; and (iv) make distributions provided under the Plan to holders of Allowed Claims in Class 2.

The Agent may retain, without further order of the Bankruptcy Court, such law firms, accounting firms, experts, advisors, consultants, investigators, appraisers, auctioneers or other professionals as it may deem necessary (collectively, the "Agent Professionals""), at the expense of the Estate, to aid in the performance of its responsibilities pursuant to the terms of the Plan including, without limitation, the liquidation and distribution of the Estate assets.

b. *The Advisory Committee*

The Advisory Committee will consist of the members of the Official Committee of Unsecured Creditors appointed during the Chapter 11 Bankruptcy Case. The Plan provides that the Agent will consult with the Advisory Committee on matters affecting the administration of the post-confirmation Estate.

The Advisory Committee may retain, without further order of the Bankruptcy Court, such law firms, accounting firms, experts, advisors, consultants, investigators, appraisers, auctioneers or other professionals as it may deem necessary (collectively, the "Committee Professionals""), at the expense of the Estate, to aid in the performance of its responsibilities pursuant to the terms of the Plan.

D. CERTAIN TAX CONSEQUENCES OF DISTRIBUTIONS TO HOLDERS OF CLAIMS

The following description of certain U.S. federal income tax consequences of the Plan is based on the Internal Revenue Code, Treasury Regulations issued thereunder, judicial decisions and Internal Revenue Service ("IRS") and administrative determinations, all as in effect on the date of this Disclosure Statement. Changes in any of these authorities or in the interpretation thereof, any of which may have retroactive effect, may cause the U.S. federal tax consequences of the Plan to differ materially from the consequences described below.

The U.S. federal income tax consequences of the Plan are complex and are subject to significant uncertainties. No ruling has been requested from the IRS; no opinion has been requested from counsel concerning any U.S. tax consequences of the Plan; and no tax opinion is given by this Disclosure Statement.

This description does not cover all aspects of U.S. federal income taxation that may be relevant to holders of claims. For example, this description does not address issues of special concern to certain types of taxpayers, such as dealers in securities, life insurance companies, financial institutions, tax exempt organizations, and foreign taxpayers, nor does it address U.S. federal income tax consequences to (i) holders whose claims are entitled to reinstatement or payment in full in Cash under the Plan, or are otherwise unimpaired under the Plan; (ii) holders of Equity Interests; or, (iii) holders of Intercompany Claims. In addition, this description is limited to U.S. federal income tax consequences, and does not discuss state, local, or foreign tax consequences.

For these reasons, the following tax description is not a substitute for careful tax planning and professional tax advice based upon the individual circumstances of each holder of a claim or interest. Holders of claims and interests are urged to consult with their own tax advisors regarding the U.S. federal, state, local, and foreign tax consequences of the Plan.

The federal income tax consequences of the Plan to a holder of a Claim will depend, in part, on whether the Claim constitutes a "security" for federal income tax purposes, what type of consideration was received in exchange for the Claim, whether the holder reports income on the accrual or cash basis, whether the holder has taken a bad debt deduction or worthless security deduction with respect to the Claim, and whether the holder receives distributions under the Plan in more than one taxable year.

1. Definition of Securities

There is no precise definition of the term "security" under the federal income tax law. Rather, all facts and circumstances pertaining to the origin and character of a debt are relevant in determining whether it is a security. For this purpose, one of the most important facts is the term of the debt. In

general, debts with maturities of less than 5 years at the time of issuance do not constitute "securities," while debts with maturities of ten years or more at the time of issuance constitute "securities." Prior to the Effective Date, the Debtor had no corporate debt with an original term to maturity of five years. Accordingly, the discussion below assumes that none of the Claims constitute "securities" for federal income tax purposes.

2. Gain or Loss on Distributions With Respect to Claims

A holder of a Claim should recognize gain or loss equal to the amount realized in satisfaction of the Claim minus the holder's tax basis in the Claim. The holder's amount realized for this purpose generally will equal the sum of the cash, or the fair market value of interest in the Estate. For a discussion of the treatment of the amounts received that are allocable to pre-petition interest on a Claim, see the discussion of Pre-Effective Date Interest below.

Any such gain or loss will be capital or ordinary depending on the status of the Claim in the holder's hands. A holder's tax basis for any interest in the Estate received under the Plan generally should equal its fair market value on the date of distribution. The holding period for any Estate interest received under the Plan generally should begin on the day following the day of receipt.

Subject to the receipt of any definitive guidance from the IRS or the Bankruptcy Court, the Disputed Claims Reserve, if established, is intended to qualify and be treated as disputed ownership funds pursuant to Proposed Treasury Regulations Section 1.468B-9. For federal income tax purposes, the Disputed Claims Reserve will be treated as the owner of all assets it holds. Accordingly, any income earned by the Disputed Claims Reserve will be treated and reported as earned by it. Under these Proposed Treasury Regulations, the Disputed Claims Reserve will be subject to the continuing jurisdiction of the Bankruptcy Court. Accordingly, no money or other property will be distributed to any claimant except to the extent Disputed Claims become Allowed Claims in accordance with the terms of the Plan.

Due to the possibility that certain holders of Allowed Claims (or Disputed Claims that ultimately become Allowed Claims) may receive cash distributions subsequent to the Effective Date of the Plan, the imputed interest provisions of the Internal Revenue Code may apply to treat a portion of such distributions as imputed interest. Such imputed interest may (with respect to certain holders) accrue over time using the constant interest method, in which event the holder may be required to include such imputed interest in income prior to the actual distribution. Additionally, because additional distributions may be made to such holders after the initial distribution, any loss and a portion of any gain realized by such holder may be deferred. All such holders are urged to consult their tax advisors regarding the possible application of (or ability to elect out of) the "installment method" of reporting gain that may be recognized by such holder in respect of its Claims.

3. Pre-Effective Date Interest

A holder of a Claim that was not previously required to include in its taxable income any accrued but unpaid pre-Effective Date interest on the Claim may be treated as receiving taxable interest (to the extent any consideration it receives under the Plan is properly allocable to such interest for federal income tax purposes). A holder previously required to include in its taxable income any accrued but unpaid interest on a Claim may be entitled to recognize a deductible loss to the extent that such interest is not satisfied under the Plan.

4. Reinstatement of Claims

Holders of Claims generally should not recognize gain, loss or other taxable income upon the reinstatement of their Claims under the Plan. Taxable income, however, may be recognized by those holders if they are considered to receive interest, damages or other income in connection with the reinstatement or if the reinstatement is considered for tax purposes to involve a substantial modification of the Claim (in which case the holder will be treated as having received a new debt instrument in exchange for the Claim).

5. Bad Debt Deduction

A holder who, under the Plan, receives in respect of a Claim an amount less than the holder's tax basis in the Claim may be entitled in the year of receipt (or in an earlier year) to a bad debt deduction. The rules governing the timing and amount of bad debt deductions place considerable emphasis on the facts and circumstances of the holder, the obligor and the instrument with respect to which a deduction is claimed. Holders of Claims therefore are urged to consult their tax advisors with respect to their ability to take such a deduction.

6. Information Reporting and Backup Withholding

Under the Internal Revenue Code's backup withholding rules, a holder of a Claim may be subject to backup withholding with respect to distributions or payments made pursuant to the Plan unless that holder (a) comes within certain exempt categories (which generally include corporations) and, when required, demonstrates that fact; or (b) provides a correct taxpayer identification number and certifies under penalties of perjury that the taxpayer identification number is correct and that the holder is not subject to backup withholding because of a failure to report all dividend and interest income. Backup withholding is not an additional tax, but merely an advance payment that may be refunded to the extent it results in an overpayment of tax. Holders of Claims may be required to establish exemption from backup withholding or to make arrangements with respect to the payment of backup withholding.

The foregoing summary has been provided for informational purposes only. All holders of Claims and Equity Interests are urged to consult their tax advisors concerning the federal, state, local, and other tax consequences of the Plan.

VI. METHODS FOR DISBURSEMENTS TO CREDITORS AND RESOLUTION OF DISPUTED CLAIMS

A. DISBURSEMENTS TO CREDITORS

1. Disbursing Agent

The Agent will also be considered the "Disbursing Agent" under the Plan to distribute the assets of the Estate to creditors as set forth in the Plan.

The Agent will make distributions of Cash to the creditors as follows: first, to pay the Allowed Administrative Expense Claims arising before the Confirmation Date; second, to pay Allowed Fee Claims; third, to pay Allowed Priority Tax Claims; fourth, to pay Allowed Priority Non-Tax Claims; fifth, to pay the post-Confirmation Estate Expenses; and, finally, to disburse Pro Rata Shares to holders of Allowed Claims in Class 2, and any amounts allocable to Disputed Class 2 Claims to the Disputed Claims Reserve, if one is established; provided, however, that the Agent shall not be required to make any such distribution in the event that the aggregate proceeds and income available for distribution is not sufficient,

in the Agent's sole and absolute discretion, to distribute monies to the holders of Allowed Claims in Class 2. The Agent will make continuing efforts to make timely distributions and not unduly prolong the duration of the case.

As set forth in greater detail in the Plan, the Agent, together with its officers, directors, employees, agents, and representatives (acting in that capacity), are exculpated by all entities, holders of Claims and Equity Interests, and parties in interest, from any and all Causes of Action, and other assertions of liability (including breach of fiduciary duty) arising out of the discharge of the powers and duties conferred upon the Agent, by the Plan, any Final Order of the Bankruptcy Court entered pursuant to or in the furtherance of the Plan, or applicable law, except solely for actions or omissions arising out of the Agent's gross negligence or willful misconduct. No holder of a Claim or an Equity Interest, or representative thereof, shall have or pursue any claim or Cause of Action (i) against the Agent, in its capacity as such, or its officers, directors, employees, agents, and representatives (acting in that capacity) for making payments in accordance with the Plan, or for liquidating assets to make payments under the Plan, or (ii) against any holder of a Claim or an Equity Interest for receiving or retaining payments or transfers of assets as provided for by the Plan.

2. Record Date for Entitlement to Distributions

The Record Date for determining entitlements to distributions under the Plan is the later of: (a) July 25, 2017, or (b) the date that all conditions to confirmation have been satisfied. Thus, distributions under the Plan will be made only to those persons or entities on record in the claims register holding claims as of that date. After the Record Date for distributions, the claims register will be closed, and there will be no further changes in the record holder of any Claim. The Agent will have no obligation to recognize any transfer of any Claim occurring after the Record Date, and instead will be authorized and entitled to recognize and deal for all purposes under the Plan with only those record holders stated on the claims register as of the close of business on the Record Date.

3. Delivery of Distributions

Subject to Bankruptcy Rule 9010 and except as otherwise set forth in the Plan, all distributions under the Plan will be made to the holder of each Allowed Claim at the address of the holder as listed on the Debtor's Schedules filed with the Bankruptcy Court, as of the Record Date, unless the Debtor or, on and after the Effective Date, the Agent, has been notified in writing of a change of address, including, without limitation, by the filing of a timely proof of Claim by such holder that provides an address for such holder different from the address reflected on the Schedules. Subject to the provisions in the Plan specifically governing unclaimed distributions, in the event that any distribution to any holder is returned as undeliverable, the Agent will use reasonable efforts to determine the current address of such holder, but no distribution to the holder will be made unless and until the Agent has determined the then current address of the holder, at which time the distribution will be made to such holder without interest.

4. Compliance with Tax Requirements

The Agent will comply with all tax withholding and reporting requirements imposed on it by any governmental unit, and all distributions pursuant to the Plan will be subject to applicable withholding and reporting requirements. The Agent will be authorized to take any action that may be necessary or appropriate to comply with those withholding and reporting requirements, including requiring recipients to fund the payment of such withholding as a condition to delivery.

Each entity receiving a distribution pursuant to the Plan will have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on it by any governmental unit on account of the distribution, including income, withholding, and other tax obligations.

5. Minimum Distributions

No payment of Cash less than $25 will be made by the Agent to any holder of a Claim unless a request therefor is made in writing to the Agent no later than thirty (30) days after the Effective Date.

6. Unclaimed Distributions and Stale Checks

All distributions under the Plan that are unclaimed for a period of 120 days after distribution will be deemed unclaimed property under section 347(b) of the Bankruptcy Code and will be revested in the Estate, and any entitlement of any holder of any Claim to such distributions shall be extinguished and forever barred.

Any checks issued by the Agent in respect of Allowed Claims shall be null and void if not negotiated within ninety (90) days after the date of issuance. The holder of the Allowed Claims may request reissuance of any such check directly to the Agent, but such request with respect to such a voided check must be made on or before one hundred twenty (120) days after the date of issuance of such check. After such date, all claims in respect of void checks shall be discharged and forever barred, and will re-vest in the Estate as provided in paragraph 6.1(f) of the Plan.

B. RESOLUTION OF DISPUTED CLAIMS

1. Definition of a Disputed Claim

A Claim or an Administrative Claim is considered “Disputed” under the Plan if:

(A) No proof of such claim or request for payment of an Administrative Claim has been filed by the applicable Bar Date or has otherwise been deemed timely filed under applicable law and (i) such claim is listed on the Schedules as liquidated in amount and not disputed or contingent but as to which an objection has been filed by the applicable Claims Objection Deadline and such objection has not been withdrawn or denied by Final Order; (ii) such claim is listed on the Schedule as disputed, contingent, or unliquidated; or (iii) it is a claim for which no corresponding claim is listed on the Schedules; or

(B) A proof of such claim or request for payment of an Administrative Claim has been filed by the applicable Bar Date or has otherwise been deemed timely filed under applicable law and (i) it is a claim for which no corresponding claim is listed on the Schedules; (ii) it is a claim for which a corresponding claim is listed on the Schedules as other than disputed, contingent, or unliquidated, but the legal nature (e.g., secured, unsecured, priority) or amount of the claim as asserted in the proof of claim varies from the legal nature and amount of such claim as it is listed in the Schedules; (iii) it is a claim for which a corresponding claim is listed on the Schedules as disputed, contingent, or unliquidated; or (iv) it is a claim for which an objection has been filed by the applicable Claims Objection Deadline, and such objections has not been withdrawn or denied by Final Order.

2. Authority to Dispute and Settle Claims

On and after the Effective Date, the Agent will have the exclusive right and authority to make and file objections to Claims. In the event that the Agent files an objection to a Claim (an "Estate Objection"), all expenses incurred in connection with prosecuting the objection and with the resolution of the allowance or disallowance of the Claim shall be the responsibility of, and paid for by, the Estate.

On and after the Effective Date, the Agent will be entitled to compromise, settle, otherwise resolve, or withdraw any objections to Claims, and compromise, settle, or otherwise resolve Disputed Claims without further order of the Bankruptcy Court; provided, however, that the Agent, in his sole and absolute discretion, may seek Bankruptcy Court approval for any such compromise.

When determining whether to dispute a Claim or to compromise a Disputed Claim, the Agent shall consult with the Advisory Committee.

3. Deadline to Dispute Claims

Unless otherwise ordered by the Bankruptcy Court as set forth in the Plan, all objections to Claims that are the subject of proofs of claim or requests for payment filed with the Bankruptcy Court (other than applications for allowance of Fee Claims) must be filed and served upon the holder of the Claim as soon as is practicable, but in no event later than the Claims Objection Deadline, which is defined under the Plan to be the later of (i) 150 days after the Effective Date; (ii) 30 days after the timely filing of a proof of Claim or request for payment of an Administrative Claim; or (iii) another date set by the Bankruptcy Court.

4. Creation of Claims Reserves for Disputed Claims; Partial Payment of Allowed Claims

In order to provide sufficient funds to distribute equally among creditors in the same Class, regardless of when a claim in that Class is actually Allowed, the Plan provides a mechanism which requires the Agent to set aside certain funds for the potential payment of Disputed Claims in the event Disputed Claims are ultimately Allowed. Because of the need to create this reserve, holders of Allowed Claims in Class 2 will not receive full distributions on account of their Claims until all Disputed Claims have been resolved.

5. Automatically Disallowed Claims

The Plan precludes recoveries to parties against whom the Debtor has enforceable setoff rights, if the Debtor or Agent chooses to exercise such rights.

6. Expenses Associated with Resolution of Disputed Claims

The costs and fees associated with resolving an Estate Objection will be the sole responsibility of and paid for by the Estate.

VII. CONFIRMATION AND IMPLEMENTATION OF THE PLAN

A. CONDITIONS TO CONFIRMATION AND EFFECTIVENESS

The Plan Proponents have determined to seek confirmation of the Plan notwithstanding the deemed rejection by Class 3, pursuant to section 1129(b) of the Bankruptcy Code. To do so, the Plan

Proponents will be required to prove at the Confirmation Hearing that the Plan (a) does not discriminate unfairly in its relative treatment of Claims and Equity Interests, and (b) is "fair and equitable" in respecting the legal priorities of holders of Claims and Equity Interests. The Plan Proponents believe they will be able to satisfy these requirements, in addition to those additional requirements relevant to confirmation of any Chapter 11 plan.

Even if the requisite number of creditors vote to accept the Plan, see Section I.D. (The Bankruptcy Code's Voting Rules for Acceptance of a Plan) of this Disclosure Statement, it must still be confirmed by the Bankruptcy Court. At the Confirmation Hearing, the Plan Proponents must demonstrate to the Bankruptcy Court that the Plan satisfies all the confirmation requirements set forth in section 1129 of the Bankruptcy Code. One such requirement is that a plan provide a recovery to every creditor or equity interest holder that is equal to or greater than the value the creditor or equity interest holder would recover if the Chapter 11 case were converted to a liquidation under Chapter 7 of the Bankruptcy Code. This requirement is known colloquially as the "best interests" test, referring to the best interests of creditors and equity holders. Because the Plan is a plan of liquidation, the Plan Proponents assert the Plan necessarily complies with the "best interests" test.

The Plan Proponents anticipate that they will be able to demonstrate to the Bankruptcy Court at the Confirmation Hearing that they have satisfied all the legal and factual requirements for confirmation of the Plan, including the "best interests" test, and that the Plan should be confirmed.

The Plan will be considered confirmed, and the "Confirmation Date" will be considered to have occurred, when the Confirmation Order has been docketed by the Clerk of the Bankruptcy Court and shall be in a form and substance reasonably satisfactory to the Plan Proponents.

Once the Confirmation Date occurs, the Plan will become effective when the following conditions have been satisfied or waived as provided in the Plan:

(i) The Confirmation Order shall be a Final Order;

(ii) The Agent shall have been appointed and accepted appointment; and,

(iii) All other actions, documents, and agreements determined by the Plan Proponents to be necessary to implement the Plan shall have been effected or executed.

B. IMPLEMENTATION OF THE PLAN

1. Transactions on the Effective Date

The Plan sets forth a number of transactions that will take place on the Effective Date, including (i) the Agent shall be deemed duly appointed and qualified to serve; (ii) the post-confirmation Estate shall be established; (iii) all Estate Assets shall remain as assets of the post-confirmation Estate without further action on the part of the Debtor or the Agent.

2. The Post-Confirmation Estate

(a) The Agent shall be Gary M. Murphey, the current Financial Advisor to the Debtor and the former Chief Restructuring Officer of the Debtor. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Agent. If approved by the Bankruptcy Court, Mr. Murphey shall become the Agent on the Effective Date. The Agent shall have and perform all of the duties, responsibilities, rights, and obligations set forth in the Plan. The Agent shall have full authority to

take any steps necessary to administer the Estate, including, without limitation, the duty and obligation to (A) liquidate Estate assets, (B) subject to Section 7.2(b), make and file objections to Claims and resolve Disputed Claims; (C) make distributions provided under the Plan to holders of Allowed Claims; and (D) make distributions into or from the Disputed Claims Reserve.

(b) Expenses incurred after the Effective Date associated with the administration of the post-confirmation Estate, including those rights, obligations, and duties described in the Plan, shall be the sole responsibility of, and paid by, the Estate, including (without limitation) the Agent's fees and other costs incurred in administering the Estate, any professional fees of the Agent, and the fees and costs incurred by the Advisory Committee.

(c) The Plan provides that the Agent may pay Taxes from the Estate Assets as appropriate.

(d) The Agent shall only be required to provide notice to the creditors of any action taken by the Agent as follows:

(i) At least 30 days' notice before a hearing on an Estate Objection (as defined in Paragraph 6.2(b)(i) of the Plan) shall be given to a creditor whose Claim is the subject of an Estate Objection;

(ii) Only a creditor whose claim is the subject of an Estate Objection shall receive notice of the Estate Objection relating to that creditor's claim;

(iii) Only the ten (10) largest creditors of the Debtor, and any other entity who has requested to receive electronic notice through the Bankruptcy Court's ECF system, shall be given notice of any motion filed by the Agent.

(e) All business records of the Debtor shall be maintained by the Estate. The Plan provides the Agent with the sole and absolute discretion, at such time is practicable after the Effective Date, to destroy the business records in a confidential destruction process, but only to the extent such business records are not necessary for any business purpose of the Estate or for the prosecution of Estate Objections. The Agent is required to comply with the Amended Order regarding Obsolete Records in determining which business records are to be destroyed and when.

VIII. EFFECT OF CONFIRMATION OF THE PLAN

A. INJUNCTIONS; DISCHARGE AND RELEASE OF THE DEBTOR BY HOLDERS OF CLAIMS AND EQUITY INTERESTS

Until the Effective Date, unless otherwise provided, all injunctions or stays provided for in the Chapter 11 Case in existence on the Confirmation Date, including those under section 105 or 362 of the Bankruptcy Code shall remain in effect, and the Bankruptcy Court shall retain custody and jurisdiction of the Debtor and its Estate.

On the Effective Date, any and all Estate Causes of Action shall be released.

On the Effective Date, all Causes of Action against the Debtor or the Estate (including Claims and Equity Interests) arising prior to the Effective Date will be discharged to the extent permitted by section 1141 of the Bankruptcy Code, unless expressly preserved under the Plan. The Confirmation Order will be a judicial determination of discharge of all Causes of Action against the Debtor, and that discharge

will void any judgment against the Debtor at any time obtained to the extent it relates to a discharged Cause of Action, and all entities will be precluded from asserting against the Debtor, or any of its property, any Cause of Action based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date, whether or not the holder filed a proof of claim. As provided in section 524 of the Bankruptcy Code, entry of the Confirmation Order will operate as an injunction against the prosecution of any action against the Debtor, the Estate, or any of those entities' property to the extent such prosecution relates to a discharged Cause of Action. Parties in interest will, however, be permitted to pursue an action to enforce the terms of the Plan or the Confirmation Order.

As of the Effective Date, to the greatest extent permissible by law and except as otherwise provided in the Plan, in consideration for the obligations of the Debtor under the Plan and the consideration, contracts, instruments, releases, agreements, or documents to be entered into or delivered in connection with consummation of the Plan, each holder of a Claim, or any entity that at any time was a creditor or claimant or stockholder of the Debtor, will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released, waived and discharged all Causes of Action, choses in action, rights, demands, suits, claims, liabilities, encumbrances, lawsuits, adverse consequences, amounts paid in settlement, costs, fees, damages, debts, deficiencies, diminution in value, disbursements, expenses, losses and other obligations of any kind, character or nature whatsoever, whether in law, equity or otherwise (including, without limitation, those arising under Chapter 5 of the Bankruptcy Code and applicable non-bankruptcy law, and any and all alter-ego, lender liability, indemnification or contribution theories of recovery, and interest or other costs, penalties, legal, accounting and other professional fees and expenses, and incidental, consequential and punitive damages payable to third parties), whether known or unknown, fixed or contingent, direct, indirect, or derivative, asserted or unasserted, foreseen or unforeseen, suspected or unsuspected, now existing, heretofore existing or which may heretofore accrue against the Debtor, and its present directors, officers, trustees, agents, attorneys, advisors, members or employees occurring from the beginning of time to and including the Effective Date related in any way, directly or indirectly, arising out of, and/or connected with the Debtor and its Estate, the Chapter 11 Case; provided, however, that Section of the Plan shall not affect the liability of any Person due to willful misconduct or gross negligence as determined by a Final Order.

On the Effective Date, except as otherwise provided in the Plan or the Confirmation Order, all entities who have been, are, or may be holders of Claims against or Equity Interests in the Debtor will be enjoined from taking any of the following actions against or affecting the Debtor, or its property with respect to such claims or Equity Interests (other than actions brought to enforce any rights or obligations under the Plan and appeals, if any, from the Confirmation Order):

(i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind against the Debtor, the Estate, or their property, or any direct or indirect successor in interest to the Debtor or any assets or property of such transferee or successor (including, without limitation, all suits, actions, and proceedings that are pending as of the Effective Date, which must be withdrawn or dismissed with prejudice);

(ii) enforcing, levying, attaching, collecting, or otherwise recovering by any manner or means whether directly or indirectly any judgment, award, decree or order against the Debtor, the Estate, or their property, or any direct or indirect successor in interest to the Debtor or any assets or property of such transferee or successor;

(iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any lien against the Debtor, the Estate, or their property, or any

direct or indirect successor in interest to the Debtor or any assets or property of such transferee or successors, or other than as contemplated by the Plan;

(iv) except as provided in the Plan, asserting any setoff, right of subrogation, or recoupment of any kind, directly or indirectly against any obligation due the Debtor, the Estate, or their property, or any direct or indirect successor in interest to the Debtor or any assets or property of such transferee or successor; and

(v) proceeding in any manner in any place whatsoever that does not conform to or comply with the provisions of the Plan.

B. EXCULPATION AND RELEASES OF DEBTOR AND NON-DEBTOR ENTITIES

From and after the Effective Date, none of the Debtor, or Resurgence Financial Services, LLC, or the Committee, or Bass, Berry & Sims, PLC (as counsel to the Debtor), or Gullett, Sanford, Robinson & Martin PLLC (as counsel to the Committee) each acting in such capacities, or any of their respective members, officers, or directors acting in such capacity on or after the Petition Date, shall have or incur any liability to any entity for any act or omission on or after the Petition Date in connection with, related to, or arising out of, the Chapter 11 Case, the formulation, preparation, dissemination, implementation, confirmation, or approval of the Plan, the administration of the Plan or property to be distributed under the Plan, or any contract, instrument, release, or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan, provided, however, that the foregoing provisions shall not affect the liability of any entity that otherwise would result from any such act or omission to the extent that act or omission is determined by a Final Order of the Bankruptcy Court to have constituted gross negligence or willful misconduct. Any of the foregoing parties in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.

PBGC asserts that nothing in the Debtor's bankruptcy proceedings, Plan of Liquidation, Confirmation Order, the Bankruptcy Code (and section 1141 thereof), or any other document filed in the Debtor's bankruptcy cases shall in any way be construed to discharge, release, limit, or relieve the Debtor or any other party, in any capacity, from any liability or responsibility for breach of fiduciary duty or a prohibited transaction concerning the Pension Plan. PBGC asserts that PBGC and the Pension Plan shall not be enjoined or precluded from enforcing such liability or responsibility by any of the provisions of the Plan of Liquidation, Confirmation Order, the Bankruptcy Code, or any other document filed in the Debtor's bankruptcy case.

IX. CERTAIN RISKS TO RECOVERIES UNDER THE PLAN

Prior to voting to accept or reject the Plan, holders of Claims should read carefully the following discussion of the numerous risks associated with recoveries under the Plan and other property distributed under the Plan. These factors should not, however, be regarded as the only risks involved in connection with the Plan.

If the Plan Is Not Confirmed and Consummated, Distributions to Holders of Allowed Claims Could Be Drastically Reduced.

If the Plan is not confirmed and consummated, there can be no assurance that the Chapter 11 Case will continue rather than be converted to a Chapter 7 liquidation case, or that any subsequent plan of

liquidation would be on terms as favorable to holders of Claims as the terms of the Plan. If a protracted liquidation were to occur, the distributions to holders of Allowed Claims could be drastically reduced, because increased costs of administration would cause substantial erosion of the value of the Debtor's property. The Plan Proponents believe that, in a liquidation under Chapter 7, holders of Allowed Claims would receive less primarily because of the administrative expenses of a Chapter 7 trustee and the trustee's attorneys, accountants and other professionals would cause erosion of the value of the Debtor's property.

There can be No Assurance as to the Allowed amount of the PBGC Claims.

In the event the PBGC Unsecured Claims are allowed in their entirety, the recovery to holders of Class 2 Allowed Claims could potentially be less than 2%. It is not possible at this time to predict the Allowed amount of the PBGC Unsecured Claims.

X. CONCLUSION AND RECOMMENDATION

The Plan Proponents believes that confirmation and implementation of the Plan is preferable to any alternative because the Plan will provide the greatest recoveries to parties in interest. Other alternatives could involve significant delay, uncertainty, and substantial additional administrative costs. Accordingly, the Plan Proponents urge creditors entitled to vote on the Plan to accept the Plan and to return their Ballots so that they will be received by the Voting Agent by the Voting Deadline, as explained in the initial pages of this Disclosure Statement.

Dated: July 25, 2017

WERTHAN PACKAGING, INC., a private
company organized under the State of Tennessee

By: /s/ Anthony Werthan
Name: Anthony Werthan
Title: Chairman of the Board

OFFICIAL COMMITTEE OF UNSECURED
CREDITORS OF WERTHAN PACKAGING, INC.

By: /s/ Thomas H. Forrester
Name: Thomas H. Forrester
Title: Counsel to the Committee

APPENDIX

DEFINITIONS AND CONSTRUCTION OF TERMS

The capitalized terms used herein shall have the respective meanings specified below:

1. “Administrative Claim” means a claim against the Debtor or its Estate arising on or after the Petition Date and prior to the Effective Date for a cost or expense of administration of the Chapter 11 Case, that is entitled to priority or superpriority pursuant to sections 503(b), 507(a)(1), or 507(b) of the Bankruptcy Code, including Fee Claims.

2. “Advisory Committee” shall have the meaning set forth in Section 5.1 of the Plan.

3. “Agent” shall mean the “Liquidating Agent” as defined below.

4. “Agent Professionals” shall mean such law firms, accounting firms, experts, advisors, consultants, investigators, appraisers, auctioneers or other professionals retained by the Agent, without further order of the Bankruptcy Court, as it may deem necessary, at the expense of the Estate, to aid in the performance of its responsibilities pursuant to the terms of the Plan including, without limitation, the liquidation and distribution of the Estate assets.

5. “Allowed” means with reference to a Claim, (a) a Claim that has been listed by the Debtor in its Schedules as liquidated in amount and not disputed or contingent, and for which no contrary proof of claim has been filed, and that is not otherwise Disputed; (b) a Claim allowed pursuant to the Plan or procedures set forth in the Plan; (c) a Claim that is not Disputed; (d) a Claim that is compromised, settled, or otherwise resolved pursuant to a Final Order of the Bankruptcy Court or the authority granted to the Agent under the Plan; or (e) a Claim that, if Disputed, has been Allowed by Final Order, provided, however, that Claims allowed solely for the purpose of voting to accept or reject the Plan pursuant to an order of the Bankruptcy Court shall not be considered “Allowed Claims” hereunder.

6. “Ballot” means the form distributed to each holder of an impaired Claim entitled to vote on the Plan, on which is to be indicated acceptance or rejection of the Plan.

7. “Bankruptcy Code” means title 11 of the United States Code, as amended from time to time, as applicable to the Chapter 11 Case.

8. “Bankruptcy Court” means the United States District Court for the Middle District of Tennessee having jurisdiction over the Chapter 11 Case and, to the extent any reference is made pursuant to section 157 of title 28 of the United States Code, the Bankruptcy Court unit of such District Court, or any court having competent jurisdiction to hear appeals or certiorari petitions therefrom, or any successor thereto that may be established by an act of Congress or otherwise, and that has competent jurisdiction over the Chapter 11 Case.

9. “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as applicable to the Chapter 11 Case.

10. “Bar Date” means the date set by an order of the Bankruptcy Court as the deadline for the filing of proofs of claim, or requests for payment of Administrative Claims or Rejection Claims.

11. "Bar Date Order" means the order dated January 27, 2017 (DN 136) setting a general bar date with respect to most prepetition Claims, establishing May 1, 2017 as the deadline by which most prepetition creditors must file proofs of claims in the Chapter 11 Case. (The Bar Date Order set the bar date for Governmental Entities as June 5, 2017.)

12. "Business Day" means any day except Saturday, Sunday, or a "legal holiday" as such term is defined in Bankruptcy Rule 9006(a).

13. "Cash" means legal tender of the United States of America.

14. "Causes of Action" means all rights, claims, causes of action, defenses, debts, demands, damages, obligations, and liabilities of any kind or nature under contract, in tort, at law, or in equity, known or unknown, contingent or matured, liquidated or unliquidated, and all rights and remedies with respect thereto, including, without limitation, causes of action arising under Chapter 5 of the Bankruptcy Code or similar state statutes.

15. "Chapter 11 Case" has the meaning set forth in the introductory paragraph to the Plan.

16. "Chief Restructuring Officer" means Gary Murphey and his company, Resurgence Financial Services, LLC.

17. "Claim" means a claim against a Debtor arising prior to the Petition Date.

18. "Claims Objection Deadline" means the last day for filing objections to Claims, which shall be the later of: (a) 180 days after the Effective Date; (b) 30 days after the timely filing of a proof of Claim or request for payment of an Administrative Claim or Rejection Claim; (c) 90 days after any amendment to the Debtor's schedules relating to claims, even if such amendment occurs after the Confirmation Date or Effective Date; or, (d) such other date as may be approved by order of the Bankruptcy Court.

19. "Class" means a category of holders of Claims or Equity Interests as set forth in the classifications under the Plan.

20. "Collateral" means any property or interest in property of the Estate that is subject to a lien to secure the payment or performance of a Claim, which lien is valid, perfected, and enforceable under non-bankruptcy law and is not subject to avoidance under the Bankruptcy Code or other applicable non-bankruptcy law.

21. "Committee" has the meaning set forth in the introductory paragraph of this Plan.

22. "Committee Professionals" shall mean law firms, accounting firms, experts, advisors, consultants, investigators, appraisers, auctioneers or other professionals deemed necessary by the Advisory Committee.

23. "Confirmation Date" means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Case and all other conditions to confirmation of the Plan set forth herein have been satisfied or duly waived.

24. "Confirmation Hearing" means the hearing before the Bankruptcy Court to consider confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

25. "Confirmation Order" means the order of the Bankruptcy Court confirming the Plan.

26. "Covered Persons" has the meaning set forth in Section 3.1(d) of the Plan.

27. "Creditors' Meeting Date" means the meeting of creditors under section 341 of the Bankruptcy Code which was held on January 11, 2017.

28. "CRO" means Chief Restructuring Officer.

29. "Debtor" has the meaning set forth in the introductory paragraph of the Plan.

30. "Disbursement Date" means any Business Day on which the Agent determines, in its sole discretion, to make distributions pursuant to the Plan to holders of Allowed Claims.

31. "Disbursing Agent" has the meaning set forth in Section 6.l(a)(i) of the Plan.

32. "Disclosure Statement" means the disclosure statement with respect to the Plan, together with all exhibits and annexes thereto and any amendments or modifications thereof, as approved by the Bankruptcy Court as containing adequate information in accordance with section 1125 of the Bankruptcy Code.

33. "Disclosure Statement Order" means the Bankruptcy Court's order which, among other things, approves the Disclosure Statement as containing adequate information, establishes the voting procedures, schedules the Confirmation Hearing, and sets the voting deadline and the deadline for objecting to confirmation of the Plan.

34. "Disputed" has the meaning set forth in Section 6.2(a).

35. "Disputed Claim Amount" means the amount set forth in the proof of claim relating to a Disputed Claim or, if an amount is estimated in respect of a Disputed Claim in accordance with section 502(c) of the Bankruptcy Code and Bankruptcy Rule 3018, the amount so estimated pursuant to an order of the Bankruptcy Court.

36. "Disputed Claims Reserve" means the reserve established pursuant to Section 6.2(c) for Disputed Claims to the extent such Disputed Claims become Allowed, which reserves will be maintained in trust for holders of Allowed Claims.

37. "Distributable Cash" means Cash available from time to time for distribution from the Estate to holders of Allowed Claims in Class 2.

38. "Distribution Date" means the date on which the Agent makes a distribution to Class 2.

39. "Distribution Record Date" means July 25, 2017.

40. "Distributions" has the meaning set forth in Section 6 of the Plan.

41. "Effective Date" means the date upon which the transactions contemplated in the Plan are consummated, which shall be a Business Day selected by the Debtor after the first Business Day (a) which is fourteen (14) days after the Confirmation Date; (b) on which the Confirmation Order is not stayed; and (c) on which all conditions to the entry of the Confirmation Order and the occurrence of the Effective Date have been satisfied or waived as provided in the Plan.

42. "Equity Interest" means (a) any share or other instrument evidencing a stock ownership interest in a Debtor, whether or not transferable or denominated "stock", or similar security, and any options, warrants, convertible security, or other rights to acquire such shares or other instruments; and (b) any legal, equitable, or contractual Claim arising therefrom, including but not limited to Claims arising from rescission of the purchase or sale of an Equity Interest, for damages arising from the purchase or sale of an Equity Interest, or for reimbursement or contribution on account of such claim.

43. "Estate" means the estate created for that Debtor pursuant to section 541 of the Bankruptcy Code, which shall survive confirmation of the Plan.

44. "Estate Causes of Action" means all Causes of Action arising prior to the Effective Date that either (a) accrued to the Debtor as debtor in possession under Chapter 5 of the Bankruptcy Code; or (b) accrued to (i) unsecured creditors of the Debtor under applicable non-bankruptcy law prior to the Petition Date, but are deemed under the Bankruptcy Code and applicable interpretive case law to be derivative of the Estate's interests and therefore became property of the Estate upon the commencement of the Chapter 11 Case; or (ii) the Debtor or its Estate; provided, however, that Estate Causes of Action shall not include preference causes of action (pursuant to Section 547 of the Bankruptcy Code) were transferred to Gateway and released. The Estate Causes of Action would include, without limitation, Causes of Action against Officers and/or Directors of the Debtor. The Plan Proponents believe that the Estate Causes of Action have no value, and, as described in Section 4.2 of the Plan, the Estate Causes of Action will be released.

45. "Estate Objection" has the meaning set forth in Section 6.2(b)(i).

46. "Fee Claim" means a claim under section 330(a), 331, 503, or 1103 of the Bankruptcy Code for compensation for services rendered or expenses incurred on or after the Petition Date in connection with the Chapter 11 Case.

47. "Final Order" means an order or judgment of the Bankruptcy Court or any other court of competent jurisdiction (a) as to which the time to appeal, petition for certiorari, or other proceedings for reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing shall then be pending; (b) as to which any right to appeal, petition for certiorari, reargument, or rehearing shall have been waived in writing in form and substance satisfactory to the Debtor; or (c) in the event that an appeal, petition for certiorari, or motion for reargument or rehearing has been sought, such order of the Bankruptcy Court or other court of competent jurisdiction shall have been affirmed by the highest court to which such order was appealed or from which reargument or rehearing was sought, or certiorari has been denied, and the time to take any further appeal, petition for certiorari or other proceedings for reargument or rehearing shall have expired; provided, however, that no order shall fail to be a Final Order solely because of the possibility that a motion pursuant to Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, Rule 9024 of the Bankruptcy Rules, or any analogous procedural rules under applicable state law can be filed with respect to such order.

48. "Gateway" means Gateway Packaging Company, LLC.

49. "General Bar Date" means the deadline by which most prepetition creditors must file proofs of claims in the Chapter 11 Case.

50. "General Unsecured Claim" means any Claim other than an Administrative Claim, Priority Tax Claim, Non-Tax Priority Claim, or an Equity Interest.

51. "IRS" means the Internal Revenue Service of the United States Department of the Treasury.

52. "Liquidating Agent" means Gary M. Murphey and Resurgence Financial Services, LLC, which will serve as the Estate's Agent in liquidating assets of the Estate and distributing the Assets of the Estate in accordance with this Plan.

53. "Maximum Allowable Amount" means, (a) with respect to any Disputed Claim having a liquidated amount, the lesser of the amount (i) set forth in the proof(s) of Claim filed by the holder thereof; (ii) determined by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction as the maximum fixed amount of such Claim or as the estimated amount for such Claim for allowance, distribution, and reserve purposes; or (iii) agreed upon, in writing, by the holder and (A) if prior to the Effective Date, the Debtor; or (B) if on or after the Effective Date, the Agent; and (b) with respect to a Disputed Claim filed in an unliquidated, undetermined, or contingent amount, the lesser of (i) an amount determined by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (ii) the estimated amount of such Claim as determined by a Final Order of the Bankruptcy Court; or (iii) the amount agreed upon, in writing, by the holder and (A) if prior to the Effective Date, the Debtor; or (B) if on or after the Effective Date, the Agent.

54. "PBGC" means the Pension Benefit Guaranty Corporation.

55. "PBGC Claims" means the claims filed by the Pension Benefit Guaranty Corporation, which are Claim numbers 33, 34, and 35, as amended. PBGC's Allowed Priority Non-Tax Claim is included in Class 1 of the Plan. PBGC's Allowed General Unsecured Claims are included in Class 2.

56. "Petition Date" means December 4, 2016, being the date on which the Debtor commenced its Chapter 11 Case.

57. "Pension Plan" means the Employees Retirement Plan of Werthan Packaging, Inc. that was sponsored by Werthan Packaging, Inc. and was established effective January 2, 1989, as amended.

58. "Plan" means this Chapter 11 plan of liquidation, the Plan Documents, and all exhibits, supplements, appendices, and schedules thereto, as the same may be altered, amended, or modified from time to time.

59. "Plan Documents" means the documents that aid in effectuating the Plan specifically identified herein.

60. "Plan Proponents" has the meaning set forth in the introductory paragraph of this Plan.

61. "Priority Non-Tax Claim" means a claim against a Debtor or its Estate accorded priority in right of payment pursuant to section 507(a)(3), (4), or (6) of the Bankruptcy Code.

62. "Priority Tax Claim" means a claim of a governmental unit against a Debtor or its Estate accorded priority in right of payment pursuant to section 507(a)(8) of the Bankruptcy Code.

63. "Pro Rata Share" means a proportionate share, so that the ratio of (a) (i) the consideration distributed on account of an Allowed Claim in a Class to (ii) the amount of such Allowed Claim, is the same as the ratio of(b) (i) the amount of the consideration distributed on account of all Allowed Claims in such Class to (ii) the amount of all Allowed Claims in such Class; provided, however, that solely for the

purpose of calculating a Pro Rata Share, a Disputed Claim shall be treated as an Allowed Claim in the Maximum Allowable Amount.

64. "Record Date" has the meaning set forth in Section 6.1 of the Plan.

65. "Rejected Agreements" means certain executory contracts and unexpired leases with various creditors rejected pursuant to the Amended Order (DN142) entered on February 21, 2017 by the Bankruptcy Court.

66. "Rejected Nashville Lease" means the lease of real estate in Nashville where the Debtor had operated a facility, rejected by an Agreed Order entered on April 6, 2017.

67. "Rejection Claim" means any claim arising from the rejection of an unexpired lease or executory contract.

68. "Released Parties" shall have the meaning set forth in Section 4.2(e) of the Plan.

69. "Releasing Parties" shall have meaning set forth in Section 4.2(e) of the Plan.

70. "RFS" means Resurgence Financial Services, LLC.

71. "Sale" means Gateway's agreement to purchase substantially all of Werthan's assets pursuant to the terms of the APA, to be accomplished in a Chapter 11 case.

72. "Sale Order" means the order confirming the Sale to Gateway (DN 108) entered on January 5, 2017 by the Bankruptcy Court.

73. "Schedules" means the schedules of assets and liabilities and the statements of financial affairs filed by the Debtor pursuant to section 521 of the Bankruptcy Code and Bankruptcy Rule 1007, as such may be amended or supplemented from time to time.

74. "SEC" means the Securities and Exchange Commission.

75. "Secured Claim" means (a) any Claim which is secured by a lien on Collateral, but only to the extent of the value of such Collateral as determined in accordance with section 506(a) of the Bankruptcy Code; and (b) a Claim that is subject to a permissible setoff under section 553 of the Bankruptcy Code, but only to the extent of such permissible setoff.

76. "Tax" means (a) any net income, alternative or add-on minimum, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, profits, license, property, environmental or other tax, assessment or charge of any kind whatsoever (together in each instance with any interest, penalty, addition to tax or additional amount) imposed by any federal, state, local or foreign taxing authority; or (b) any liability for payment of any amounts of the foregoing types as a result of being a member of an affiliated, consolidated, combined or unitary group, or being a party to any agreement or arrangement whereby liability for payment of any such amounts is determined by reference to the liability of any other entity.

77. "Voting Record Date" has the meaning set forth in Section 2.6 of the Plan.

78. "Werthan" means Werthan Packaging, Inc., the Debtor and Debtor-in-Possession in Case No. 16-BK-08624.