TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348778

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	08/20/2009

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Caraustar Industries, Inc.		08/20/2009	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Caraustar Industries, Inc.
Street Address:	5000 Austell Powder Springs Road
Internal Address:	Suite 300
City:	Austell
State/Country:	GEORGIA
Postal Code:	30106-3227
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3657832	ES CREAM
Registration Number:	3657828	ES NATURAL
Registration Number:	3375552	SAFEFACE MR
Registration Number:	2838084	KONVA-KORE
Registration Number:	2677633	STATONE
Registration Number:	2569625	WHITONE
Registration Number:	2363457	TURF TUBES
Registration Number:	2269147	QUICK GRAB
Registration Number:	2082467	ECONOPOUR
Registration Number:	1440580	PROTECH
Registration Number:	1031428	BRITONE
Registration Number:	0777217	SLEEK

OP $315.00 3657832

CORRESPONDENCE DATA

Fax Number: 7049456735

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone:	704-945-6710
Email:	jnipp@ahpapatent.com
Correspondent Name:	John C. Nipp
Address Line 1:	11610 N. Community House Rd. Suite 200
Address Line 4:	Charlotte, NORTH CAROLINA 28277

ATTORNEY DOCKET NUMBER:	2212.204
NAME OF SUBMITTER:	John C. Nipp
SIGNATURE:	/john c. nipp/
DATE SIGNED:	07/21/2015

Total Attachments: 41

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Date Filed: 8/20/2009 4:09:00 PM
Elaine F. Marshall
North Carolina Secretary of State
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State of North Carolina
Department of the Secretary of State

ARTICLES OF MERGER

Pursuant to Sections 55-11-04, 55-11-05(a), 55-11-07 and 55-14A-01 of the North Carolina Business Corporation Act, the undersigned entity does hereby submit the following Articles of Merger as the surviving corporation in a merger between a domestic parent corporation and a foreign subsidiary corporation.

1. The name of the surviving corporation is Caraustar Industries, Inc., a corporation organized under the laws of the State of Delaware (the "Survivor").

2. The address of the Survivor is: Caraustar Industries, Inc., 5000 Austell Powder Springs Road, Suite 300, Austell, Georgia 30106-3227.

   The mailing address of the Survivor is: Caraustar Industries, Inc., 5000 Austell Powder Springs Road, Suite 300, Austell, Georgia 30106-3227. The Survivor will file a statement of any subsequent change in its mailing address with the North Carolina Secretary of State.

3. The name of the merged corporation is Caraustar Industries, Inc., a corporation organized under the laws of the State of North Carolina (the "Merged Corporation").

4. A Plan of Merger has been duly approved in the manner required by law as follows: The United States Bankruptcy Court for the Northern District of Georgia (the "Bankruptcy Court") has jurisdiction over a proceeding regarding the Merged Corporation and certain of its subsidiaries (the "Debtors") under the United States Bankruptcy Code, 11 U.S.C. § 101 et seq., *In re: Caraustar Industries, Inc., et al.* (Case No. 09-73830). Provision for the merger of the Merged Corporation with and into the Survivor, including the filing of these Articles of Merger, is contained in an order of the Bankruptcy Court entered on August 4, 2009 confirming the First Amended Joint Plan of Reorganization proposed by the Debtors dated June 30, 2009.

5. These Articles of Merger will be effective upon filing.

This the 20th day of August, 2009.

CARAUSTAR INDUSTRIES, INC.,
a Delaware corporation

Wilma Elizabeth Beaty

Name: Wilma Elizabeth Beaty
Title: Secretary

IT IS ORDERED as set forth below:

Date: August 04, 2009

Mary Grace Diehl
Mary Grace Diehl
U.S. Bankruptcy Court Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re:	)	**Chapter 11**
	)	
CARAUSTAR INDUSTRIES, INC. *et al*, [1]	)	**Case Nos. 09-73830;**
	)	**09-73835 - 09-73837;**
Debtors.	)	**09-73839 - 09-73841;**
	)	**09-73843 - 09-73851; and**
	)	**09-73853 - 09-73855**
	)	**Jointly Administered**

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER CONFIRMING THE FIRST AMENDED JOINT PLAN OF REORGANIZATION OF CARAUSTAR INDUSTRIES, INC.

On May 31, 2009 (the "Petition Date"), Caraustar Industries, Inc. and certain of its subsidiaries (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of

[1] The Debtors are: Caraustar Industries, Inc. (Tax ID No. 58-1388387), Austell Holding Company, LLC, Camden Paperboard Corporation (Tax ID No. 22-2906400), Caraustar Custom Packaging Group, Inc. (Tax ID No. 58-2467838), Caraustar Custom Packaging Group (Maryland), Inc. (Tax ID No. 52-0269940), Caraustar, G.P. (Tax ID No. 57-1092701), Caraustar Industrial & Consumer Products Group, Inc. (Tax ID No. 34-1662420), Caraustar Mill Group, Inc. (Tax ID No. 58-2260608), Caraustar Recovered Fiber Group, Inc. (Tax ID No. 52-2207418), Chicago Paperboard Corporation (Tax ID No. 36-3307876), Federal Transport, Inc. (Tax ID No. 23-2187126), Gypsum MGC, Inc. (Tax ID No. 58-2592488), Halifax Paper Board Company, Inc. (Tax ID No. 62-1778263), McQueeney Gypsum Company (Tax ID No. 76-0177025), McQueeny Gypsum Company, LLC, Paragon Plastics, Inc. (Tax ID No. 57-0773729), PBL Inc. (Tax ID No. 58-2475016), RECCMG, LLC, and Sprague Paperboard, Inc. (Tax ID No.

title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Northern District of Georgia (the "Bankruptcy Court" or the "Court").

On the Petition Date, the Debtors filed their Joint Plan of Reorganization and the Disclosure Statement For Debtors' Joint Plan of Reorganization. On June 30, 2009, the Debtors filed their First Amended Joint Plan of Reorganization as supplemented by the Plan Supplement dated and filed July 17, 2009, and the Annex to the Plan Supplement dated and filed July 29, 2009 (collectively, the "Plan")[2] and the First Amended Disclosure Statement for Debtors' First Amended Joint Plan of Reorganization (the "Disclosure Statement").

Following a hearing on June 30, 2009, this Court entered its order (the "Disclosure Statement Order"): (i) approving the Disclosure Statement as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (ii) approving solicitation procedures for the solicitation of votes on the Plan; (iii) fixing July 28, 2009 as the date by which all ballots (the "Ballots") were required to be submitted to accept or reject the Plan (the "Voting Deadline"); (iv) fixing July 28, 2009 as the last day for creditors and other parties in interest to have filed objections to confirmation of the Plan (the "Objection Deadline"); (v) scheduling a hearing to consider confirmation of the Plan (the "Confirmation Hearing") for August 4, 2009; and (vi) prescribing the form and manner of notice with respect to the foregoing.

The Court held the Confirmation Hearing on August 4, 2009. Having conducted the Confirmation Hearing, reviewed the Memorandum of Law in Support of Confirmation of the Debtors' First Amended Joint Plan of Reorganization filed by the Debtors on August 3, 2009, the

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06-1544472). The mailing address for Caraustar Industries, Inc. is 5000 Austell Powder Springs Road, Suite 300, Austell, Georgia, 30106.

[2] All capitalized terms used but not defined in this Order shall have the meanings ascribed to such terms in the Plan.

Declaration of Robert A. Del Genio in Support of Confirmation of Debtors' First Amended Joint Plan of Reorganization, the Declaration of William A. Nix, III in Support of Confirmation of Debtors' First Amended Joint Plan of Reorganization (the "Nix Declaration"), considered the evidence, exhibits, and records, and considered any remaining objections and arguments of counsel, and based upon the entire record of this Bankruptcy Case, THE COURT HEREBY FINDS AS FOLLOWS:

A. Jurisdiction. The Court has jurisdiction over the chapter 11 cases and the subject matter of the Confirmation Hearing pursuant to 28 U.S.C. §§ 157 and 1334. Confirmation is a "core proceeding" pursuant to 28 U.S.C. §§ 157(b)(2) and this Court has jurisdiction to enter this Order with respect thereto. The Debtors are eligible for relief under section 109 of the Bankruptcy Code.

B. Venue. Venue of the chapter 11 cases is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Judicial Notice. This Court takes judicial notice of the docket of these chapter 11 cases maintained by the Clerk of the Court and/or its duly appointed agent, including, without limitation, all pleadings, all proofs of claims and other documents filed, all orders entered, and all evidence and arguments made, proffered or adduced at the hearings held before this Court during the pendency of the chapter 11 cases.

D. Voting Solicitation. The Debtors solicited votes on the Plan by distributing copies of the Disclosure Statement, the Plan (which was included as an exhibit to the Disclosure Statement), the Disclosure Statement Order, notice of the Confirmation Hearing, and Ballots to all impaired creditors and interest holders entitled to vote on the Plan in conformance with Rules 2002 and 3017 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

E. Notice. Notice of the Confirmation Hearing, the Voting Deadline, the Objection Deadline and the Disclosure Statement Order was given in conformance with Bankruptcy Rules 2002, 3017 and 3020 to Holders of Claims against and Interests in the Debtors, and other parties in interest as evidenced by the various affidavits of mailing and publication filed with this Court. The Court finds that notice of the Plan, the transactions contemplated thereby and the Confirmation Hearing has been appropriate in the particular circumstances.

F. Tabulation of Acceptances. Based upon the Declaration of Renee L. Davis Certifying Vote on and Tabulation of Ballots Accepting and Rejecting the First Amended Joint Plan of Reorganization of Caraustar Industries, Inc. and Its Affiliated Debtors dated July 30, 2009 (the "Ballot Declaration"), the Debtors certified that Classes 7 and 8 voted to accept the Plan and no Class voted to reject the Plan. As evidenced by the Ballot Declaration and based upon the record before the Court, the solicitation and tabulation of acceptances and rejections of the Plan by the Debtors was accomplished in a proper, fair and lawful manner in accordance with the Disclosure Statement Order, all applicable sections of the Bankruptcy Code, and all applicable sections of the Bankruptcy Rules. Ballots were transmitted to holders of Claims and Interests in Classes 7 and 8 (the "Voting Classes") in accordance with the Disclosure Statement Order. The Debtors solicited votes for the Plan from the Voting Classes in good faith and in a manner consistent with the Bankruptcy Code. As evidenced in the Ballot Declaration, upon receipt and tabulation of the Ballots, 94.9% of holders and 99.7% in dollar amount of the Claims of Holders of Class 7 Claims who voted on the Plan and 90.1% of holders and 96.2% in dollar amount of the Interests of Holders of Class 8 Interests who voted on the Plan accepted the Plan.

G. Memorandum in Support. The Debtors filed their Memorandum of Law in Support of Confirmation of the Debtors' First Amended Joint Plan of Reorganization on August 3, 2009.

H. Objections. An objection to confirmation was filed by the Texas Ad Valorem Tax Claimants. Prior to the Confirmation Hearing, the objection of the Texas Ad Valorem Tax Claimants was resolved.

I. Reasonable Classification of Claims and Equity Interests (section 1122(a) and section 1123(a)(1), (2) and (3)). The Plan designates Classes of Claims and Interests, in compliance with sections 1123(a)(1), (a)(2) and (a)(3) of the Code, in the following eight classes: Priority Non-Tax Claims (Class 1), Other Secured Claims (Class 2), Prepetition Credit Facility Claims (Class 3), Secured Industrial Revenue Bond Claims (Class 4), Unsecured Industrial Revenue Bond Claims (Class 5), General Unsecured Claims (Class 6), Senior Notes Claims (Class 7), and Caraustar Equity Interests (Class 8). Under the Plan, Priority Non-Tax Claims (Class 1), Other Secured Claims (Class 2), Prepetition Credit Facility Claims (Class 3), Secured Industrial Revenue Bond Claims (Class 4), Unsecured Industrial Revenue Bond Claims (Class 5) and General Unsecured Claims (Class 6), are unimpaired and, therefore, are deemed by law to have accepted the Plan. Senior Notes Claims (Class 7) and Caraustar Equity Interests (Class 8) are impaired and, therefore, were entitled to vote on the Plan, and have voted to accept the Plan. The classification of Claims and Interests in Article II of the Plan is reasonable and necessary, has a rational, justifiable, and good faith basis, and places Claims and Interests in a particular Class in which such Claims or Interests are substantially similar to the other Claims or Interests of such Class. Therefore, the Plan satisfies the requirements of sections 1122(a) and section 1123(a)(1), (2) and (3) of the Bankruptcy Code.

J. No Discrimination (section 1123(a)(4)). Article III of the Plan provides for all Holders of Claims and Interests within a particular class to receive identical treatment under the Plan on account of such Claims and Interests. Therefore, the Plan satisfies the requirements of section 1123(a)(4) of the Bankruptcy Code.

K. Implementation of the Plan (section 1123(a)(5)). Article V and other provisions of the Plan provide adequate means for implementation of the Plan, including: (a) the continued corporate existence of the Debtors after the Effective Date as separate corporate entities (subject to the reincorporation of Reorganized Caraustar as described below); (b) the vesting of all property of the Debtors and their estates in the Reorganized Debtors on the Effective Date (without the necessity of executing any instruments of assignment) for the express purpose of making distributions to Holders of Claims and Interests pursuant to the terms and conditions of the Plan; (c) the reincorporation of Reorganized Caraustar as a Delaware corporation in accordance with Section 5.4(a) of the Plan and the Reincorporation Transactions Document filed with the Plan Supplement; (d) the cancellation of the Senior Notes and the Caraustar Equity Interests; (e) the issuance of the New Common Stock and the New Secured Notes; (f) the entry into the Exit Facility; and (g) the authorization of the Reorganized Debtors to take such actions as may be necessary or appropriate to consummate the transactions contemplated by the Plan. In addition, Article VI of the Plan specifies the procedures by which distributions will be made to Holders of Allowed Claims and Interests. Accordingly, the Plan provides adequate, proper and legal means for its implementation, thereby satisfying the requirements of section 1123(a)(5) of the Bankruptcy Code.

L. Equity Securities (section 1123(a)(6)). Under Section 5.4 of the Plan, the Articles of Incorporation and By-Laws of Reorganized Caraustar shall take effect in order to comply with

the provisions of the Bankruptcy Code. On July 17, 2009, the Debtors filed the Plan Supplement with the Court, which includes the Articles of Incorporation and By-Laws of Reorganized Caraustar. As of the Effective Date, the Articles of Incorporation will prohibit the issuance of non-voting equity securities to the extent required by the Bankruptcy Code. The Plan satisfies the requirements of section 1123(a)(6) of the Bankruptcy Code.

M. Selection of Officers and Directors (section 1123(a)(7)). On and after the Effective Date, (a) the existing senior officers of the Debtors shall continue to serve in the same capacities, subject to the terms of any applicable employment agreements assumed pursuant to the Plan, and subject to the rights of the respective boards of directors of the Reorganized Debtors, (b) the authority, power and incumbency of the persons then acting as directors of the Debtors shall be terminated and such directors shall be deemed to have resigned and (c) the new board of directors of Reorganized Caraustar will consist of the five (5) members disclosed in the Annex to the Plan Supplement filed with the Court on July 29, 2009. Thereafter, the Articles of Incorporation, By-Laws, and Reorganized Caraustar Shareholders Agreement shall govern the designation of directors. In addition, the boards of directors of the other Reorganized Debtors shall be comprised of such persons as are designated by the officers or board of directors of Reorganized Caraustar. The provisions of the Plan regarding the selection of officers and directors are consistent with the interests of creditors and equity interest holders, and with public policy, and satisfy the requirements of section 1123(a)(7) of the Bankruptcy Code.

N. Impairment or Unimpairment of Claims or Interests (section 1123(b)(1)). Article II of the Plan impairs or leaves unimpaired each class of Claims or Interests in accordance with section 1123(b)(1) of the Bankruptcy Code and, therefore, the Plan complies with section 1123(b)(1) of the Bankruptcy Code.

O. Assumption or Rejection of Executory Contracts and Unexpired Leases (section 1123(b)(2)). Pursuant to Article VII of the Plan and subject to the terms of this Order, the Debtors have exercised sound business judgment in determining that all executory contracts or unexpired leases will be deemed assumed as of the Effective Date, except any executory contracts or unexpired leases that have been previously assumed or rejected by the Debtors pursuant to an order of the Bankruptcy Court. Based upon the foregoing, the Plan complies with section 1123(b)(2) of the Bankruptcy Code.

P. Release, Exculpation, Injunction and Discharge (section 1123(b)(3)). The releases and discharges of claims and causes of action by the Debtors described in Article X of the Plan pursuant to section 1123(b)(3)(A) of the Bankruptcy Code represent a valid exercise of the Debtors' business judgment. The releases by Holders of Claims and Interests described in Section 10.2(c) of the Plan provide that (i) each Holder of a Claim or Interest that votes to accept the Plan, and does not mark such Holder's Ballot so as to opt out of granting the release and (ii) each Holder of a Claim or Interest who, directly or indirectly, is entitled to receive a distribution under the Plan, including Persons entitled to receive a distribution via an attorney, agent, indenture trustee or securities intermediary, and who does not mark such Holder's Ballot so as to opt out of granting the release or otherwise prior to the commencement of the Confirmation Hearing file a pleading or other writing with the Bankruptcy Court opting out of granting the release, shall in consideration for the obligations of the Debtors and the Reorganized Debtors under the Plan be deemed to have forever released, waived and discharged all claims, demands, debts, rights, causes of action or liabilities, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise, relating to the Debtors, the Reorganized Debtors,

the chapter 11 cases, the Plan or the Disclosure Statement, the Plan Documents, or the restructuring transactions contemplated thereby, existing as of the Effective Date or thereafter that are based in whole or part on any act, omission, transaction event, or other occurrence taking place on or prior to the Effective Date, against the Released Parties; provided, however, that the foregoing provision will not apply to an act or omission that is determined by a Final Order of the Bankruptcy Court to have constituted willful misconduct or gross negligence. Thus, those Holders of Claims and Interests voting to accept the Plan were given due and adequate notice of the release provisions, and the ability to opt-out of such releases. The injunction provisions set forth in Article X of the Plan are necessary to preserve and enforce the releases granted by the Plan in Section 10.2 and are narrowly tailored to achieve that purpose. The exculpation provisions set forth in Section 10.2(a) are appropriately tailored to protect the Released Parties from inappropriate litigation and do not relieve any party of liability for willful misconduct or gross negligence. Under the facts and circumstances of these cases, the release, injunction and exculpation provisions set forth in the Plan: (a) are within the jurisdiction of this Court under 28 U.S.C. § § 1334; (b) are each an essential means of implementing the Plan pursuant to section 1123(a)(5) of the Bankruptcy Code; (c) are integral elements of the Plan; (d) confer material benefits on, and thus are in the best interests of, the Debtors, their estates, their creditors and other parties in interest; and (e) are, under the facts and circumstances of these cases, consistent with and permitted pursuant to all applicable provisions of the Bankruptcy Code. Further, reasonable, adequate, and sufficient notice of and opportunity to be heard with respect to such release, injunction, and exculpation provisions has been provided under the circumstances and such notice and opportunity to be heard has complied with all provisions of the Bankruptcy Code, Bankruptcy Rules, and all other applicable rules and law, including, without limitation,

Bankruptcy Rules 2002(c)(3), 3016(c), 3017(f), and 3020 and section 102 of the Bankruptcy Code.

Q. Preservation of Claims (section 1123(b)(3)). Article X of the Plan appropriately provides for the preservation by the Debtors of causes of action in accordance with section 1123(b)(3)(B) of the Bankruptcy Code. The provisions regarding causes of action in the Plan are appropriate and are in the best interests of the Debtors, their estates, creditors, and other parties in interest.

R. Plan Compliance With Provisions of the Bankruptcy Code (section 1129(a)(1)). The Plan complies with all applicable provisions of the Bankruptcy Code, including, without limitation, sections 1122 and 1123 of the Bankruptcy Code. Therefore, the Plan satisfies the requirements of section 1129(a)(1) of the Bankruptcy Code. In addition, in accordance with Bankruptcy Rule 3016(a), the Plan is dated and identified with the name of the Debtors as the proponents of the Plan.

S. Proponent Compliance With Provisions of the Bankruptcy Code (section 1129(a)(2)). The Debtors, as proponents of the Plan, have complied with the applicable provisions of the Bankruptcy Code, including, without limitation, sections 1125 and 1126 of the Bankruptcy Code. Therefore, the Debtors have satisfied the requirements of section 1129(a)(2) of the Bankruptcy Code.

T. Plan Proposed in Good Faith (section 1129(a)(3)). The Plan was proposed in good faith and not by any means forbidden by law. The Plan was proposed by the Debtors with the legitimate purpose of reorganizing the Debtors' ongoing business and maximizing the value of the Debtors' estates and the recovery to creditors and interest holders. The Plan was the product of extensive arms-length negotiations between the Debtors and the Ad Hoc Committee

of Holders to reach a resolution that was in the best interests of all of the constituencies of the Debtors' estates. The Plan reflects these negotiations, and is reflective of the legitimate interests of all constituencies of the estates. In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the filing of the chapter 11 cases and the formulation of the Plan. The Debtors have satisfied the requirements of section 1129(a)(3) of the Bankruptcy Code.

U. Payment of Costs and Expenses (section 1129(a)(4)). Any payments made or to be made by the Debtors for services or for costs and expenses in or in connection with the chapter 11 cases or in connection with the Plan and incident to the chapter 11 cases, have, to the extent required by the Bankruptcy Code, the Bankruptcy Rules or the various orders of this Court, been approved by, or are subject to the approval of, this Court as reasonable. In addition, the outstanding fees and expenses of the Ad Hoc Committee Advisors and the Senior Notes Indenture Trustees shall be paid in full in Cash on the Effective Date. Therefore, the Plan satisfies the requirements of section 1129(a)(4) of the Bankruptcy Code.

V. Disclosure of Identities of Officers, Directors and Insiders (section 1129(a)(5)). As set forth in paragraph M above, the provisions of the Plan regarding the selection of officers and directors of the Reorganized Debtors are consistent with the interests of creditors and equity interest holders, and with public policy. The new board of directors of Reorganized Caraustar will consist of the five (5) members disclosed in the Annex to the Plan Supplement filed with the Court on July 29, 2009, one of which is Michael J. Keough, the current president and chief executive officer of the Debtors. Mr. Keough will continue to be compensated as provided in his pre-petition employment agreement, which is hereby assumed, and will not be entitled to any

additional compensation as a director. Accordingly, the Plan satisfies the requirements of section 1129(a)(5) of the Bankruptcy Code.

W. No Rate Change (section 1129(a)(6)). The Plan does not provide for any rate change over which a governmental regulatory commission will have jurisdiction. Therefore, section 1129(a)(6) is not applicable to the Debtors.

X. Best Interest of Creditors (section 1129(a)(7)). With respect to each Class of Impaired Claims and Interests in the Debtors, each Holder of a Claim or Interest of such class has accepted the Plan. Therefore, the Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code.

Y. Plan Acceptance (section 1129(a)(8)). As evidenced by the Ballot Declaration, each Class that voted on the Plan has accepted the Plan. Classes 1, 2, 3, 4, 5 and 6 are not impaired under the Plan and thus are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Classes 7 and 8 are impaired under the Plan and have voted to accept the Plan. Therefore, with respect to each Class of Claims and Interests, the Plan satisfies the requirements of section 1129(a)(8) of the Bankruptcy Code.

Z. Plan Treatment of Administrative Claims, Priority Claims and Tax Claims (section 1129(a)(9)). The treatment of Administrative Expense Claims, DIP Facility Claims and Priority Tax Claims under Article III of the Plan satisfies the requirements of and complies in all respects with section 1129(a)(9) of the Bankruptcy Code.

AA. Acceptance by at Least One Impaired Class (section 1129(a)(10)). The Plan has been accepted by all Voting Classes and, therefore, the Plan satisfies the requirements of section 1129(a)(10) of the Bankruptcy Code.

BB. Feasibility (section 1129(a)(11)). The Bankruptcy Court further finds that the evidence proffered or adduced at, or prior to, or in declarations filed in connection with, the Confirmation Hearing: (a) is reasonable, persuasive, and credible; (b) has not been controverted by other evidence; (c) establishes that, based on the fact that no Change in Control shall have occurred as a result of Plan confirmation (as detailed *infra*), the Plan is feasible and confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Reorganized Debtors or any successor to the Reorganized Debtors under the Plan; and (d) establishes that the Reorganized Debtors will have sufficient funds available to meet their obligations under the Plan, thus satisfying the requirements of section 1129(a)(11) of the Bankruptcy Code.

CC. Payment of Fees (section 1129(a)(12)). Section 1129(a)(12) of the Bankruptcy Code requires the payment of all fees payable under 28 U.S.C. § 1930. Section 12.8 of the Plan provides that all such fees and charges due and payable as of the Effective Date will be paid on the Effective Date. Accordingly, the Plan satisfies the requirements of section 1129(a)(12) of the Bankruptcy Code.

DD. Retiree Benefits (section 1129(a)(13)). Section 1129(a)(13) of the Bankruptcy Code requires a Plan to provide for retiree benefits at levels established pursuant to section 1114 of the Bankruptcy Code. Article VII of the Plan provides that, on and after the Effective Date, all retiree benefits (as that term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable law. Therefore, the Plan satisfies the requirements of section 1129(a)(13) of the Bankruptcy Code.

EE. No Nonaccepting Impaired Class (section 1129(b)). Since the Plan satisfies all of the provisions of section 1129(a), including section 1129(a)(8), and there are no nonaccepting

impaired Classes of Claims or Interests, the Plan may be confirmed pursuant to section 1129(a) and the cram-down provisions of section 1129(b) do not apply.

FF. No Other Plan (section 1129(c)). Other than this Plan, no chapter 11 plan has been confirmed in these cases. Therefore, the requirements of section 1129(c) of the Bankruptcy Code have been satisfied.

GG. Avoidance of Taxes or Application of Securities Laws (section 1129(d)). No party in interest that is a governmental unit (as defined in the Bankruptcy Code) has objected to the Plan on the grounds that the principal purpose of the Plan is the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act of 1933. As evidenced by its terms and the record of the Confirmation Hearing, the Court finds that the principal purpose of the Plan is not such avoidance. Therefore, the Plan satisfies the requirements of section 1129(d) of the Bankruptcy Code.

HH. Satisfaction of Confirmation Requirements. Based upon the foregoing, the Plan satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

II. Disclosure: Agreements and Other Documents. The Debtors have disclosed all material facts regarding (a) the adoption of new organizational documents; (b) the selection of officers and directors of the Reorganized Debtors; (c) the reincorporation of Reorganized Caraustar as a Delaware corporation; (d) the terms of the Exit Facility; (e) the terms of the Indenture for the New Secured Notes; (f) the issuance of the New Common Stock; (g) the adoption, execution, and implementation of the other matters provided for under the Plan involving corporate action to be taken by or required of the Reorganized Debtors; and (h) the adoption, execution, and delivery of all contracts, leases, instruments, releases, mortgages, indentures, security documents, and other agreements related to any of the foregoing.

JJ. Vesting of Assets. All transfers of property of the Debtors' estates, including the transfer of the New Common Stock and the New Secured Notes, shall be free and clear of all Liens, charges, Claims, encumbrances and other interests, except as expressly provided in the Plan. Pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property of each of the Debtors (excluding property that has been abandoned pursuant to the Plan or an order of the Bankruptcy Court) shall vest in each respective Reorganized Debtor or its successors or assigns, as the case may be, free and clear of all Liens, charges, Claims, encumbrances, and other interests, except as expressly provided in the Plan, including, without limitation, with respect to those Secured Claims that are Reinstated under the Plan. Such vesting does not constitute a voidable transfer under the Bankruptcy Code or applicable nonbankruptcy law.

KK. Conditions to Confirmation. Upon the entry of this Order, each of the conditions to confirmation set forth in Article IX of the Plan shall have been satisfied.

LL. Likelihood of Satisfaction of Conditions to Effectiveness. Each of the conditions to effectiveness as set forth in Article IX of the Plan has been satisfied or waived in accordance with the provisions of the Plan, or is reasonably likely to be satisfied prior to the Effective Date.

MM. Implementation. All documents and agreements necessary to implement the Plan, including those contained in the Plan Supplement, and all other relevant and necessary documents, have been, or are currently being negotiated in good faith, at arm's length, and are in the best interests of the Debtors and the Reorganized Debtors and shall, upon completion of documentation and execution, be valid, binding, and enforceable documents and agreements not in conflict with any federal or state law.

NN. No Change in Control. The SERP and the Change in Control Severance Agreements define a "Change in Control" in relevant part as "the occurrence of any one of the following events:

> (a) individuals who, on April 8, 2008, constitute the Board (the "Incumbent Directors") cease for any reason to constitute at least a majority of the Board, provided that any person becoming a director subsequent to the date hereof whose election or nomination for election was approved by a vote of at least two thirds (2/3) of the Incumbent Directors then on the Board (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director, without written objection to such nomination) shall be an Incumbent Director;
>
> (b) any "person" (as such term is defined in Section 3(a)(9) of the Securities Exchange Act of 1934 (the "Exchange Act") and in Sections 13(d)(3) and 14(d)(2) of the Exchange Act) is or becomes a "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 25% or more of the combined voting power of the Company's then outstanding securities eligible to vote for the election of the Board (the "Company Voting Securities"); provided, however, that such event shall not be deemed to be a Change in Control by virtue of any acquisition of Company Voting Securities (A) by the Company or any Subsidiary, (B) by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Subsidiary, (C) by any underwriter temporarily holding securities pursuant to an offering of such securities, (D) pursuant to a Non-Qualifying Transaction [(as defined in subsection (c))], (E) pursuant to any acquisition by an Executive or any group of persons including Executive (or any entity controlled by an Executive or by any group of persons including Executive); or (F) pursuant to or in connection with a transaction (other than a Business Combination) in which Company Voting Securities are acquired from the Company, if a majority of the Incumbent Directors approve a resolution providing expressly that such transaction does not constitute a Change in Control under [this section];
>
> (c) the consummation of a merger, consolidation, statutory share exchange or similar form of corporate transaction involving the Company or any of its Subsidiaries that requires the approval of the Company's shareholders, whether for such transaction or for an issuance of securities in or in connection with the transaction (a "Business Combination"), unless immediately following such Business Combination (A) more than 50% of the total voting power of the ultimate parent corporation that directly or indirectly has beneficial ownership of 100% of the voting securities eligible to elect directors of the Surviving Corporation (the "Parent Corporation") or, if there is no Parent Corporation, the corporation resulting from such Business Combination (the "Surviving Corporation"), is represented by Company Voting Securities that were outstanding immediately prior to such Business Combination (or, if applicable, is

> represented by shares into which such Company Voting Securities were converted pursuant to such Business Combination), and such voting power among the holders thereof is in substantially the same proportion as the voting power of such Company Voting Securities among the holders thereof immediately prior to the Business Combination, (B) no person (other than any employee benefit plan or related trust sponsored or maintained by the Surviving Corporation or the Parent Corporation), is or becomes the beneficial owner, directly or indirectly, of 25% or more of the total voting power of the outstanding voting securities eligible to elect directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation) and (C) at least a majority of the members of the board of directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation) following the consummation of the Business Combination were Incumbent Directors at the time of the Board's approval of the execution of the initial agreement providing for such Business Combination (any Business Combination that satisfies all of the criteria specified in clauses (A), (B) and (C) above shall be deemed to be a "Non-Qualifying Transaction")."

The evidence proffered at the Confirmation Hearing, in the Nix Declaration and in the Debtors' Memorandum in Support of Confirmation establishes that consummation of the Plan will not constitute a Change in Control under the SERP, the Change in Control Severance Agreements and any other employee agreements or arrangements. As further set forth in the Nix Declaration and in the Debtors' Memorandum in Support of Confirmation, prior to the Confirmation Hearing, the Board of Directors passed resolutions sufficient to avoid the occurrence of a Change in Control and specifically approving the actions and transactions provided for and contemplated by the Plan, including without limitation the actions and transactions provided for and contemplated in Section 7.5 of the Plan (including voting for the new Board of Directors identified in the Plan) and finding that confirmation of the Plan and consummation of the transactions contemplated therein and hereby do not constitute a Change in Control under the SERP, the Change in Control Severance Agreements and any other employee agreements or arrangements.

Based upon the uncontroverted evidence, the Bankruptcy Court specifically finds that confirmation of the Plan and the consummation of the transactions contemplated thereby, do not

constitute a Change in Control under, and within the meaning of, the SERP, the Change in Control Severance Agreements, or any other employee arrangement or agreement.

OO. Anti-Assignment Provisions. In accordance with section 365(f) of the Bankruptcy Code, any anti-assignment provision in any unexpired lease of the Debtors shall hereinafter be deemed invalid in the context of the transactions provided for, and contemplated by, the Plan. No such provisions shall restrict any transaction contemplated by the Plan. Any parties granted a security interest in the real property of the Debtors pursuant to the Plan, including, without limitation, pursuant to any documents, agreements, instruments, mortgages, deeds of trust, or deeds to secure debt related to the New Secured Notes Indenture and the Exit Facility, shall not be prohibited from perfecting their security interest on the Debtors' real property, including, without limitation, obtaining leasehold mortgages, deeds of trust, or deeds to secure debt on any leased properties.

PP. Payment of the Ad Hoc Committee Advisor Claims. To the extent the Ad Hoc Committee Advisor Claims exceed their respective retainers as of the Confirmation Date, and provided the Ad Hoc Committee Advisors have submitted invoices to the Debtors supporting their respective Ad Hoc Committee Advisor Claims, the balance of the Ad Hoc Committee Advisor Claims will be paid in full and in Cash on the Effective Date for all fees and expenses incurred up to the Effective Date, and thereafter in the ordinary course of business (without the requirement to file a retention application or fee application with the Bankruptcy Court).

QQ. Approval of New Secured Notes Indenture. The issuance of the New Secured Notes is a cornerstone of the business deal between the Debtors and the Ad Hoc Committee of Holders and an essential element of the Plan. Therefore, entry into the New Secured Notes Indenture is in the best interests of the Debtors, their estates, their creditors and other parties in

interest. The Debtors are authorized, without further approval of this Court or any other party, to execute and deliver all New Secured Notes Documents, including, without limitation, the New Secured Notes Indenture, the New Secured Notes, all guarantees in respect of the New Secured Notes and New Secured Notes Indenture, and mortgages, deeds of trust, security deeds, security agreements, pledge agreements and other instruments and agreements securing the New Secured Notes, New Secured Notes Indenture and related guarantees, and all other agreements, documents, instruments, and certificates relating thereto, and to perform their obligations thereunder.

RR. Approval of Exit Facility. The Exit Facility is an essential element of the Plan, and entry into the Exit Facility is in the best interests of the Debtors, their estates, their creditors and other parties in interest. The Debtors are authorized, without further approval of this Court or any other party, to execute and deliver all Exit Facility documents including, without limitation, the Exit Facility Credit Agreement, all guarantees in respect of the Exit Facility, and mortgages, deeds of trust, security deeds, security agreements, pledge agreements and other instruments and agreements securing the Exit Facility, and all other agreements, documents, instruments, and certificates relating thereto, and to perform their obligations thereunder and all agreements, documents, instruments, and certificates relating thereto and perform their obligations thereunder.

SS. Exemption from Transfer Taxes. Pursuant to section 1146(a) of the Bankruptcy Code, any and all transfer instruments made or delivered by the Debtors (including, without limitation, any limited or special warranty deeds, quitclaim deeds, mortgages, deeds of trust, and/or bills of sale) after the entry of this Order are and shall be transfers under or in

contemplation of the Plan and shall not be subject to any transfer tax, stamp tax, mortgage tax, recording tax or similar tax.

TT. Good Faith. The Debtors and each of their respective officers, directors, employees, consultants, agents, financial advisors, attorneys, members (and their agents, financial advisors, and attorneys), have acted in good faith and in compliance with the applicable provisions of the Bankruptcy Code pursuant to sections 363(m), 1125(e) and 1129(a)(3) of the Bankruptcy Code, with respect to the administration of the Plan, the solicitation of acceptances with respect thereto and the property to be distributed thereunder and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the exculpatory, injunctive and release provisions set forth in the Plan.

UU. Resale Under Section 1145. The New Secured Notes and the New Common Stock which is issued in reliance on section 1145 of the Bankruptcy Code, may be resold by the holders thereof without registration under the securities laws unless the holder is an "underwriter" with respect to such securities, as defined in section 1145(b)(1) of the Bankruptcy Code, provided, however, that any resale of the New Common Stock shall be subject to the Articles of Incorporation, Reorganized Caraustar Shareholders Agreement, and By-Laws of Reorganized Caraustar, and any resale of the New Secured Notes shall be subject to the Indenture of Reorganized Caraustar.

VV. Retention of Jurisdiction. The Court may properly, and hereby does, retain jurisdiction over the Debtors and the Reorganized Debtors with respect to the matters set forth in Article XI of the Plan and this Order.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. Confirmation. The Plan, including the Plan Supplement, shall be, and hereby is, confirmed, having met the requirements of section 1129 of the Bankruptcy Code. Any and all objections to the Plan not previously withdrawn or resolved are hereby overruled in their entirety. The terms of the Plan are incorporated herein and are an integral part of this Order. Any reference to the Plan contained herein shall be deemed to include the Plan Supplement. The provisions of this Order are integrated with each other, are mutually dependent and are not severable.

2. Findings of Fact and Conclusions of Law. The findings of this Court set forth above and the conclusions of law stated herein shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding by Bankruptcy Rule 9014. To the extent any provision designated herein as a finding of fact is more properly characterized as a conclusion of law, it shall be so deemed, and vice versa.

3. Compliance with Sections 1122 and 1123 of the Bankruptcy Code. The Plan complies with the requirements of sections 1122 and 1123 of the Bankruptcy Code.

4. Plan Classification Controlling. The classification of Claims and Interests for purposes of distributions provided for under the Plan shall be governed solely by the terms of the Plan. The classifications and amounts of Claims, if any, set forth in the Ballots tendered or returned by the Debtors' creditors and interest holders in connection with voting on the Plan (a) were set forth on the Ballots solely for purposes of voting to accept or reject the Plan, (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of such Claims or Interests under the Plan for distribution purposes, and (c) shall not be binding on the Debtors.

5. Confirmation Hearing Record. The record of the Confirmation Hearing shall be, and hereby is, closed as of August 4, 2009.

6. Implementation of the Plan. In accordance with section 1142 of the Bankruptcy Code, the implementation and consummation of the Plan in accordance with its terms shall be, and hereby is, authorized and approved and the Debtors and the Reorganized Debtors, or any other person designated pursuant to the Plan shall be, and they hereby are, authorized to execute, deliver, file, and/or record such contracts, instruments, deeds, bills of sale, mortgages, deeds of trust, security deeds, security agreements, pledge agreements, releases, indentures, and other agreements or documents, whether or not any such contract, instrument, deed, bill of sale, mortgage, deeds of trust, security deeds, security agreements, pledge agreements, release, indenture, other agreement or document is specifically referred to in the Plan or the Disclosure Statement, and to take such actions as may be necessary, desirable or appropriate to implement, effectuate and consummate the Plan in accordance with its terms. The Debtors and the Reorganized Debtors are hereby authorized and directed to make all payments and distributions required under the Plan and to implement the Plan in all respects.

7. Binding Effect. Pursuant to section 1141 of the Bankruptcy Code, the Plan and this Order shall be legally binding upon and inure to the benefit of the Debtors, their estates, all Holders of Claims against or Interests in the Debtors, and all other parties in interest in the chapter 11 cases, whether or not such Holders are impaired and whether or not such Holders have accepted this Plan, and their respective successors and assigns.

8. Binding Effect of Prior Court Orders. Pursuant to section 1141 of the Bankruptcy Code, effective as of the Confirmation Date, but subject to the occurrence of the Effective Date and subject to the terms of the Plan and this Order, all prior orders of this Court entered in the

chapter 11 cases, all documents and agreements executed by the Debtors as authorized and directed thereunder, and all motions or requests for relief by the Debtors pending before the Court as of the Effective Date shall be, and hereby are, binding upon, and shall inure to the benefit of the Debtors, their estates, all Holders of Claims against or Interests in the Debtors, and all other parties in interest in the chapter 11 cases, whether or not such Holders are impaired and whether or not such Holders have accepted this Plan, and their respective successors and assigns.

9. Plan Classification Controlling. The classification of Claims and Interests for the purposes of the distributions to be made under the Plan shall be governed solely by the terms of the Plan.

10. Assumption of Executory Contracts and Unexpired Leases. Subject to the terms of the Plan and this Order, all executory contracts or unexpired leases that have not been previously assumed or rejected pursuant to an order of this Court, shall be deemed assumed as of the Effective Date.

11. Provisions Governing Distributions. The distribution provisions of Article VI of the Plan shall be, and hereby are, approved in their entirety. Except as otherwise set forth in the Plan, the Reorganized Debtors shall make or cause to be made all distributions required under the Plan.

12. Releases, Injunctions, Exculpation, and Related Provisions Under the Plan. The releases, injunctions, exculpations and related provisions set forth in Article X of the Plan are hereby approved and authorized in their entirety; provided however, (a) the release of claims provided for in Section 10.2(b) shall only related to claims held against the Released Parties and (b) the releases contained in Section 10.2(c) shall only be binding on those Holders of Claims or

Interests that are Impaired under the Plan and that did not opt out of such releases in the manner provided for in the Disclosure Statement Order.

13. Officers and Directors of the Reorganized Debtors. The existing senior officers of the Debtors shall continue to serve in the same capacities after the Effective Date, subject to the terms of the applicable employment agreements assumed pursuant to the Plan, and subject to the rights of the respective board of directors of the Reorganized Debtors. The Court approves the appointment of the initial directors of Reorganized Caraustar, as set forth in the Annex to the Plan Supplement filed on July 29, 2009, as of and immediately following the Effective Date.

14. Change in Control. Pursuant to the evidence adduced at the Confirmation Hearing, the terms of the Plan, the Nix Declaration, and as further set forth herein, the Court finds that no Change in Control, for purposes of the SERP, the Amended Change in Control Severance Agreements, and any other employee agreement or arrangement, will occur as a result of confirmation of the Plan or consummation of the transactions contemplated therein and authorized hereby.

15. Vesting of the Debtor's Assets. Except as otherwise provided in the Plan, on the Effective Date, all property in each estate, all causes of action, and any property acquired by any of the Debtors pursuant to the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances (except for Liens (a) securing a Secured Claim that is Reinstated pursuant to Section 3.2 of the Plan, (b) granted to secure the New Secured Notes, and (c) granted to secure the Exit Facility and Claims pursuant to the DIP Facility that by their terms survive termination of the DIP Facility). On and after the Effective Date, except as otherwise provided in the Plan, each Reorganized Debtor may operate its

business and may use, acquire or dispose of property and compromise or settle any Claims, Interests, or causes of action without supervision or approval by the Bankruptcy Court.

16. Cancellation of Liens. Except as otherwise provided in the Plan, on the Effective Date, any Lien securing any Secured Claim (other than a Lien securing a Secured Claim that is Reinstated pursuant to Section 3.2 of the Plan) shall be deemed released and the Holder of such Secured Claim shall be authorized and directed to release any collateral or other property of any Debtor (including any cash collateral) held by such Holder and to take such actions as may be requested by the Debtors (or the Reorganized Debtors, as the case may be) to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases as may be requested by the Debtors (or the Reorganized Debtors, as the case may be).

17. Amendments to Organization Documents. On the Effective Date, Reorganized Caraustar shall be reincorporated as a Delaware corporation by means of the transactions summarized in the Plan and as further described in the Reincorporation Transactions Document filed in the Plan Supplement. Prior thereto, Caraustar shall make such filings in the States of Delaware and North Carolina as shall be necessary or desirable to effect such a reincorporation and to provide for the effectiveness on the Effective Date of the Articles of Incorporation. On the Effective Date, the Articles of Incorporation and By-Laws of Reorganized Caraustar shall go into effect and shall (i) include, among other things, pursuant to section 1123(a)(6) of the Bankruptcy Code, a provision prohibiting the issuance of non-voting equity securities, but only to the extent required by section 1123(a)(6) of the Bankruptcy Code; and (ii) authorize the issuance of the New Common Stock. In addition, on or about the Effective Date, the certificates, articles of incorporation and by-laws or partnership agreements of the Affiliate Debtors shall be amended as necessary to satisfy the provisions of this Plan and the Bankruptcy Code. After the

Effective Date, the Reorganized Debtors may amend and restate their certificates, articles of incorporation and by-laws or partnership agreements as permitted by applicable law.

18. The New Secured Notes Indenture. The material terms of the New Secured Notes Documents are reflected in the Term Sheet for the New Secured Notes Indenture filed with the Plan Supplement and the New Secured Notes Documents shall be finalized and fully executed before the Effective Date. The Debtors and Reorganized Debtors are authorized to execute and deliver the New Secured Notes Documents, including, without limitation, the New Secured Notes Indenture, the New Secured Notes, all guarantees in respect of the New Secured Notes and New Secured Notes Indenture, and mortgages, deeds of trust, security deeds, security agreements, pledge agreements and other instruments and agreements securing the New Secured Notes, New Secured Notes Indenture and related guarantees, and all agreements, documents and instruments required to be executed and delivered in connection therewith. Once finalized, and, where applicable, executed and delivered, The New Secured Notes Indenture, the New Secured Notes and the other New Secured Notes Documents shall constitute the legal, valid and binding obligations of the Reorganized Debtors that are parties thereto, enforceable in accordance with their respective terms. The Debtors and the Reorganized Debtors, as applicable, and the other persons granting any Liens and security interests to secure the obligations under the New Secured Notes Indenture are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary or desirable to establish and further evidence perfection of such liens and security interests under the provisions of any applicable federal, state, or other law and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such liens and security interests to third parties.

19. Exit Facility. The material terms of the Exit Facility are reflected in the Term Sheet for the Exit Facility filed with the Plan Supplement and all documents required to consummate the Exit Facility shall be finalized and fully executed on or before the Effective Date. The Debtors and Reorganized Debtors are authorized to execute and deliver all Exit Facility documents including, without limitation, the Exit Facility Credit Agreement, all guarantees in respect of the Exit Facility, and mortgages, deeds of trust, security deeds, security agreements, pledge agreements and other instruments and agreements securing the Exit Facility, and all agreements, documents and instruments required to be executed and delivered in connection therewith. Once executed and delivered, the Exit Facility Credit Agreement, all guarantees in respect of the Exit Facility, and mortgages, deeds of trust, security deeds, security agreements, pledge agreements and other instruments and agreements securing the Exit Facility, and all agreements, documents and instruments required to be executed and delivered in connection therewith shall constitute the legal, valid and binding obligations of the Reorganized Debtors that are parties thereto, enforceable in accordance with their respective terms. The Debtors and the Reorganized Debtors, as applicable, and the other persons granting any Liens and security interests to secure the obligations under the Exit Facility are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary or desirable to establish and further evidence perfection of such liens and security interests under the provisions of any applicable federal, state, or other law and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such liens and security interests to third parties.

20. Prepetition Credit Facility Claims. Notwithstanding any provision of the Plan or any other provision of this Confirmation Order, the Cash Collateralization Rights, the Offset

Rights, the remedies of the Prepetition Secured Parties with respect to such Cash Collateralization Rights and Offset Rights and the obligation of the Debtor to make Full Payment with respect to Prepetition Indebtedness and related obligations (all as such capitalized terms are defined under the Final DIP Order) shall remain in full force and effect and shall survive the Effective Date of the Plan until such time as the Full Payment with respect to Prepetition Indebtedness and related obligations has occurred; provided, however, that in substitution for the obligation stated in the final sentence of subparagraph (i) of 9(a) of the Final DIP Order, Debtors and Exit Facility Lenders agree to use their respective commercially reasonable efforts to cause by no later than October 30, 2009, (a) the issuance of replacement letters of credit and the return of the Prepetition LCs to the Prepetition Agent (as such terms are defined under the Final DIP Order) and (b) the termination of all cash management services and bank accounts currently maintained by the Debtors with Bank of America, N.A.

21. Reorganized Caraustar Shareholders Agreement. On the Effective Date, Reorganized Caraustar and the holders of the New Common Stock shall enter into (or be deemed to enter into, as provided herein and in the Plan), the Reorganized Caraustar Shareholders Agreement. The Reorganized Caraustar Shareholders Agreement will be binding on all parties receiving New Common Stock under the Plan regardless of whether such parties execute the Reorganized Caraustar Shareholders Agreement.

22. Exemption from Securities Laws. The issuance of the New Common Stock and the New Secured Notes pursuant to the terms of the Plan shall be exempt from any federal and state securities laws registration requirements to the fullest extent permitted by section 1145 of the Bankruptcy Code.

23. Exemption from Transfer Taxes. In accordance with section 1146(a) of the Bankruptcy Code, any transfers from the Debtors to any other Person or entity pursuant to or in contemplation of the Plan, or any agreement regarding the transfer of title to or ownership of any of the Debtors' real or personal property will not be subject to any document recording tax, stamp tax, conveyance fee, sales tax, intangibles or similar tax, mortgage tax, indebtedness tax, stamp act, real estate transfer tax, mortgage recording tax, indebtedness recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment. Consistent with the foregoing, and including but not limited to the mortgages, deeds of trust and deeds to secure debt securing the obligations under the New Secured Notes and the Exit Facility, each recorder of deeds or similar official for any county, city or governmental unit, and each secretary of state office and any other state office in which any instrument hereunder is to be recorded shall be, and hereby is, ordered and directed to accept such instrument for recording and filing without requiring the payment of any such tax or governmental assessment. With respect to specific state laws regarding the taxes set forth above, if a sworn statement, such as the following: "Maximum principal indebtedness for [State] recording tax purposes is $_____," is required to appear on the instrument to be filed, the party making such filing may state on such instrument that the "Maximum principal indebtedness for [State] recording tax purposes is $0."

24. Cancellation of the Senior Notes. Upon execution, issuance and delivery of the New Secured Notes Indenture, issuance of the New Secured Notes, and perfection of the Liens securing the New Secured Notes Indenture, the New Secured Notes, and the related guarantees, as provided in the Plan and herein, the Senior Notes Documents, including, without limitation, the Senior Notes, will be deemed terminated and/or cancelled. The Senior Notes Indenture Trustees, Caraustar and all other relevant parties to the Senior Notes Indenture and the related

documents, will be authorized and required to take all such actions as will be necessary or appropriate to effectuate or implement the foregoing termination and/or cancellation of the Senior Notes Indentures and all related documents, including, without limitation, the Senior Notes.

25. Cancellation of Caraustar Equity Interests. On the Effective Date, except as otherwise provided for in the Plan, all Caraustar Equity Interests and any stockholders agreements, registration rights agreements, repurchase agreements and repurchase arrangements, or other instruments or documents evidencing or creating any obligations of a Debtor that relate to Caraustar Equity Interests that are impaired under the Plan shall be cancelled, and the obligations of the Debtors under any stockholder agreements, registration rights agreements, repurchase agreements and repurchase arrangements shall be discharged. As of the Effective Date, all Caraustar Equity Interests that have been authorized to be issued but that have not been issued shall be deemed cancelled and extinguished without any further action of any party.

26. Retention of Jurisdiction. Notwithstanding the entry of this Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or related to, these chapter 11 cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

a. allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Interest, including the resolution of any request for payment of any Administrative Expense Claim or Priority Tax Claim and the resolution of any objections to the allowance or priority of Claims or Interests;

b. grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Plan for periods ending on or before the Effective Date;

c. resolve any matters related to the assumption or assumption and assignment of any executory contract or unexpired lease to which any Debtor is a party or with respect to which any Debtor or Reorganized Debtor may be liable and to hear, determine, and, if necessary, liquidate any Claims arising therefrom;

d. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;

e. decide or resolve any motions, adversary proceedings, contested or litigated matters and any other matters and grant or deny any applications involving the Debtors that may be pending on the Effective Date;

f. enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all contracts, instruments, releases and other agreements or documents created in connection with the Plan, the Disclosure Statement or this Order;

g. resolve any cases, controversies, suits or disputes that may arise in connection with the consummation, interpretation, or enforcement of the Plan or any contract, instrument, release or other agreement or document that is executed or created pursuant to the Plan, or any entity's rights arising from or obligations incurred in connection with the Plan or such documents;

h. approve any modification of the Plan before or after the Effective Date pursuant to section 1127 of the Bankruptcy Code or approve any modification of the Disclosure Statement, this Order or any contract, instrument, release or other agreement or document created in connection with the Plan, the Disclosure Statement or this Order, or remedy any defect or omission or reconcile any inconsistency in any Bankruptcy Court order, the Plan, the Disclosure Statement, this Order or any contract, instrument, release or other agreement or document created in connection with the Plan, the Disclosure Statement or this Order, in such manner as may be necessary or appropriate to consummate the Plan;

i. hear and determine all applications for compensation and reimbursement of expenses of Professionals under the Plan or under sections 338, 330, 331, 363, and 503(b) of the Bankruptcy Code, which shall be payable by the Debtors only upon allowance thereof pursuant to the order of the Bankruptcy Court; provided, however, that the fees and expenses of the Reorganized Debtors and the Ad Hoc Committee of Holders, incurred after the Effective Date, including counsel fees, may be paid by the Reorganized Debtors in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court;

j. issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any entity with consummation, implementation or enforcement of the Plan or this Order;

k. hear and determine causes of action by or on behalf of the Debtors or the Reorganized Debtors;

l. hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code;

m. enter and implement such orders as are necessary or appropriate if this Order is for any reason or in any respect modified, stayed, reversed, revoked or vacated, or if distributions pursuant to the Plan are enjoined or stayed;

n. determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, this Order or any contract, instrument, release, or other agreement, or document created in connection with the Plan, the Disclosure Statement or this Order;

o. enforce all orders, judgments, injunctions, releases, exculpations, indemnifications and rulings entered in connection with the chapter 11 cases;

p. hear and determine all matters related to (i) the property of the estates from and after the Confirmation Date and (ii) the activities of the Reorganized Debtors;

q. hear and determine disputes with respect to compensation of the Reorganized Debtors' professional advisors;

r. hear and determine such other matters as may be provided in this Order or as may be authorized under the Bankruptcy Code; and

s. enter an order closing the Chapter 11 Cases.

27. Automatic Stay. The automatic stay arising out of section 362(a) of the Bankruptcy Code shall continue in full force and effect until the Effective Date and the Debtors, the Reorganized Debtors, and their estates shall be entitled to all of the protections afforded thereby.

28. Satisfaction of Claims. Except as provided for in the Plan or herein, the rights afforded in the Plan and this Order and the treatment of all Claims and Interests under the Plan

shall be in exchange for, and in complete satisfaction, settlement, discharge and release of, all Claims and Interests (other than Unimpaired Claims under this Plan) of any nature whatsoever against the Debtors or any of their Estates, assets, properties or interest in property, and regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests.

29. Release by Debtors of Certain Parties. As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtors and Reorganized Debtors in their individual capacities and as debtors-in possession on behalf of each of the Debtors' estates will be deemed to release and forever waive and discharge all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action and liabilities whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or part on any act, omission, transaction, event or other occurrence taking place prior to the Effective Date in any way relating to the Debtors, the Reorganized Debtors, the chapter 11 cases, the Plan or the Disclosure Statement, or any document or agreement related thereto, against the Released Parties; provided, however, that the foregoing provision shall not apply to an act or omission that is determined by a Final Order of the Bankruptcy Court to have constituted willful misconduct or gross negligence.

30. Release by Holders of Claims. As of the Effective Date, to the fullest extent permitted by law, (i) each Holder of a Claim or Interest that votes to accept or reject the Plan and did not mark such Holder's Ballot so as to opt out of granting the release set forth therein and (ii) each Holder of a Claim or Interest who, directly or indirectly, is entitled to receive a distribution under the Plan, including Persons entitled to receive a distribution via an attorney, agent,

indenture trustee or securities intermediary, and who did not mark such Holder's Ballot so as to opt out of granting the release set forth therein or otherwise prior to the commencement of the Confirmation Hearing File a pleading or other writing with the Bankruptcy Court opting out of granting the release set forth in the Plan, shall in consideration for the obligations of the Debtors and the Reorganized Debtors under the Plan and the Cash and the securities, contracts, instruments, releases and other agreements or documents to be delivered in connection with the Plan, be deemed to have forever released, waived and discharged all claims, demands, debts, rights, causes of action or liabilities (other than claims or causes of action arising out of an act or omission that is determined by a Final Order of the Bankruptcy Court to have constituted willful misconduct or gross negligence), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise, relating to the Debtors, the Reorganized Debtors, the chapter 11 cases, the Plan or the Disclosure Statement, the Plan Documents, or the restructuring transactions contemplated thereby, existing as of the Effective Date or thereafter that are based in whole or part on any act, omission, transaction event, or other occurrence taking place on or prior to the Effective Date, against the Released Parties; provided, however, that this release as set forth in Section 10.2 of the Plan shall not apply to an act or omission that is determined by a Final Order of the Bankruptcy Court to have constituted willful misconduct or gross negligence. Notwithstanding any provision in the Plan or any other provision of this Confirmation Order, the releases contained in Section 10.2(c) shall only be binding on those Holders of Claims or Interests that are Impaired under the Plan and that did not opt out of such releases in the manner provided for in the Disclosure Statement Order

31. Setoffs. The Reorganized Debtors may, but shall not be required to, set off against any Claim, and the payments or other distributions to be made pursuant to the Plan in respect of such Claim, claims of any nature whatsoever that the Reorganized Debtors may have against such Holder; but neither the failure to do so nor the allowance of any Claim under the Plan shall constitute a waiver or release by the Reorganized Debtors of any such claim that the Reorganized Debtors, the Debtors, or their estates may have against such Holder.

32. Exculpation and Limitation of Liability. The Released Parties are hereby released from, any claim, obligation, cause of action, or liability to one another or to any Holder of any Claim or Interest, or any other party in interest, or any of their respective agents, employees, representatives, financial advisors, attorneys, or affiliates, or any of their successors or assigns, for any act or omission in connection with, relating to, or arising out of, the chapter 11 cases, formulating, negotiating or implementing the Lock-up Agreement and the Plan, the solicitation of acceptances of the Plan, the pursuit of approval of the Disclosure Statement and confirmation of the Plan, the confirmation of the Plan, the Plan Documents, the consummation of the Plan or the administration of the Plan or the property to be distributed under the Plan, or the restructuring transactions contemplated under the Plan; except for an act or omission that is determined by a Final Order of the Bankruptcy Court to have constituted willful misconduct or gross negligence, and in all respects shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.

33. Injunction. Except as provided in the Plan, the satisfaction and release of Claims pursuant to Article X of the Plan shall act as a permanent injunction against any Person commencing or continuing any action, employment of process, or act to collect, offset, or

recover any Claim or cause of action satisfied or released under the Plan to the fullest extent authorized or provided by the Bankruptcy Code.

34. Post-Effective Date Fees and Expenses. Upon the Effective Date, any requirement that professionals comply with sections 327 through 331 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date will terminate, and the Reorganized Debtors may employ and pay professionals in the ordinary course of business. Any professional providing services to the Debtor or the Ad Hoc Committee will not be barred from providing services to the Reorganized Debtors after the Effective Date.

35. Ad Hoc Committee Advisor Claims. To the extent the Ad Hoc Committee Advisor Claims exceed their respective retainers as of the Confirmation Date, and provided the Ad Hoc Committee Advisors have submitted invoices to the Debtors supporting their respective Ad Hoc Committee Advisor Claims, the balance of the Ad Hoc Committee Advisor Claims will be paid in full and in Cash on the Effective Date for all fees and expenses incurred up to the Effective Date, and thereafter in the ordinary course of business (without the requirement to file a retention application or fee application with the Court).

36. Effect of Reference to the Plan in this Order. The failure to reference or discuss any particular provision of the Plan in this Order shall have no effect on the validity, binding effect and enforceability of such provision, and each provision of the Plan shall have the same validity, binding effect and enforceability as if fully set forth in this Order.

37. Notice. Pursuant to Bankruptcy Rule 3020(c), on or before the [fifth (5^{th})] day following the date of entry of this Order or the Effective Date, the Debtors shall serve notice of (i) entry of this Order; (ii) the deadline established herein for filing Administrative Expense Claims; (iii) the occurrence of the Effective Date; and (iv) such other matters that the Debtors

deem appropriate as provided in Bankruptcy Rule 2002(f) and pursuant to the Plan, substantially in the form attached hereto as Exhibit A, which form is hereby approved (the "Notice"). The Notice shall be sent by first class mail, postage prepaid, by the Debtors to all Holders of Claims against or Interests in the Debtors and other parties which are entitled to receive notice.

38. Administrative Claim Bar Date. Except as otherwise provided in the Plan, any Person holding an Administrative Expense Claim shall file a proof of such Administrative Expense Claim with the Claims Agent within thirty (30) days after the Reorganized Debtors provide the Notice of the occurrence of the Effective Date. At the same time any Person files an Administrative Expense Claim, such Person shall also serve a copy of the Administrative Expense Claim upon counsel for the Reorganized Debtors and counsel for the Ad Hoc Committee of Holders. Any Person who fails to timely file and serve a proof of such Administrative Expense Claim shall be forever barred from seeking payment of such Administrative Expense Claim by the Reorganized Debtors.

39. Headings. Headings utilized herein are for convenience of reference only, and shall not constitute a part of the Plan or this Order for any other purpose.

40. Filing of Reports. Subsequent to the Effective Date, the Reorganized Debtors shall file all reports and pay all fees required by the Bankruptcy Code, Bankruptcy Rules, U.S. Trustee Guidelines, and the rules and orders of the Bankruptcy Court.

41. Inconsistencies. In the event of any inconsistencies between the Plan and the Disclosure Statement, any exhibit to the Plan or Disclosure Statement or any other instrument or document created or executed pursuant to the Plan, the Plan shall govern and control. In the event of a direct conflict between the terms of the Plan and this Order, the terms of this Order shall govern.

42. Final Order/No Rule 3020(e) Stay. This Order is a Final Order and the period in which an appeal must be filed shall commence immediately upon the entry hereof. Pursuant to Bankruptcy Rule 3020(e), this Order shall be effective immediately upon its entry.

43. Applicable Non-Bankruptcy Law. Pursuant to sections 1123(a) and 1142 of the Bankruptcy Code, the provisions of this Order, the Plan and any amendments or Modifications thereto shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law.

44. Service. Counsel for the Debtors are directed to serve a copy of this Order on all parties on the Master Service List within three (3) days of the entry of this Order and to file a certificate of service with the Clerk of Court.

END OF DOCUMENT.

Prepared and presented by:

KING & SPALDING LLP

/s/ Mark M. Maloney
James A. Pardo, Jr.
Georgia Bar No. 561206
jpardo@kslaw.com
Mark M. Maloney
Georgia Bar No. 468104
mmaloney@kslaw.com
Michelle L. Carter
Georgia Bar No. 114571
mcarter@kslaw.com
1180 Peachtree Street, N.E.
Atlanta, Georgia 30309-3521
Telephone: (404) 572-4600
Facsimile: (404) 572-5100

COUNSEL FOR THE DEBTORS

EXHIBIT A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re:	)	**Chapter 11**
	)	
CARAUSTAR INDUSTRIES, INC. *et al,* [1]	)	**Case Nos. 09-73830;**
	)	**09-73835 - 09-73837;**
Debtors.	)	**09-73839 - 09-73841;**
	)	**09-73843 - 09-73851; and**
	)	**09-73853 - 09-73855**
	)	**Jointly Administered**

NOTICE OF CONFIRMATION OF PLAN, OCCURRENCE OF THE EFFECTIVE DATE OF THE PLAN, AND VARIOUS DEADLINES

PLEASE TAKE NOTICE that on August 4, 2009, the United States Bankruptcy Court for the Northern District of Georgia entered the Findings of Fact, Conclusions of Law and Order (the "Confirmation Order") confirming the First Amended Joint Plan of Reorganization (as amended, the "Plan") filed by Carastar Industries, Inc. and certain of its subsidiaries (the "Debtors"). Capitalized terms that are used but not defined in this Notice shall have the meanings ascribed to such terms in the Plan.

PLEASE TAKE FURTHER NOTICE that copies of the Confirmation Order and the Plan may be obtained at the Office of the Clerk of the United States Bankruptcy Court for the Northern District of Georgia, Richard Russell Federal Building, 75 Spring Street S.W., Atlanta, Georgia 30303, during regular business hours or at www.administarllc.com.

PLEASE TAKE FURTHER NOTICE that pursuant to the Plan, the automatic stay of section 362 of the Bankruptcy Code and in existence on the date of the confirmation of the Plan shall continue in full force and effect until the Effective Date of the Plan and the Debtors and the estates shall be entitled to all of the protections afforded thereby, all in accordance with the Plan.

[1] The Debtors are: Caraustar Industries, Inc. (Tax ID No. 58-1388387), Austell Holding Company, LLC, Camden Paperboard Corporation (Tax ID No. 22-2906400), Caraustar Custom Packaging Group, Inc. (Tax ID No. 58-2467838), Caraustar Custom Packaging Group (Maryland), Inc. (Tax ID No. 52-0269940), Caraustar, G.P. (Tax ID No. 57-1092701), Caraustar Industrial & Consumer Products Group, Inc. (Tax ID No. 34-1662420), Caraustar Mill Group, Inc. (Tax ID No. 58-2260608), Caraustar Recovered Fiber Group, Inc. (Tax ID No. 52-2207418), Chicago Paperboard Corporation (Tax ID No. 36-3307876), Federal Transport, Inc. (Tax ID No. 23-2187126), Gypsum MGC, Inc. (Tax ID No. 58-2592488), Halifax Paper Board Company, Inc. (Tax ID No. 62-1778263), McQueeney Gypsum Company (Tax ID No. 76-0177025), McQueeny Gypsum Company, LLC, Paragon Plastics, Inc. (Tax ID No. 57-0773729), PBL Inc. (Tax ID No. 58-2475016), RECCMG, LLC, and Sprague Paperboard, Inc. (Tax ID No. 06-1544472). The mailing address for Caraustar Industries, Inc. is 5000 Austell Powder Springs Road, Suite 300, Austell, Georgia, 30106.

PLEASE TAKE FURTHER NOTICE that the Effective Date of the Plan occurred on August [__], 2009.

NOTICE IS FURTHER GIVEN THAT the Confirmation Order provides, among other things, the following deadline:

Administrative Claims Bar Date: All applications for final allowance of fees and expenses of professional persons employed by the Debtors or any statutory committee appointed in the chapter 11 cases, pursuant to orders entered by the Bankruptcy Court and on account of services rendered prior to the Effective Date, shall be filed with the Bankruptcy Court and served upon the Reorganized Debtors' counsel and counsel to the Ad Hoc Committee of Holders at the addresses set forth in Section 12.12 of the Plan no later than thirty (30) days after the Effective Date. Any such claim that is not filed within this time period shall be discharged and forever barred.

KING & SPALDING LLP

James A. Pardo, Jr.
Georgia Bar No. 561206
jpardo@kslaw.com
Mark M. Maloney
Georgia Bar No. 468104
mmaloney@kslaw.com
Michelle L. Carter
Georgia Bar No. 114571
mcarter@kslaw.com
1180 Peachtree Street, N.E.
Atlanta, Georgia 30309-3521
Telephone: (404) 572-4600
Facsimile: (404) 572-5100

Counsel for the Debtors

Date of service: _____, 2009