

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	Chapter 11
)	
THE FLINTKOTE COMPANY and)	Case No. 04-11300 (JKF)
FLINTKOTE MINES LIMITED,)	(Jointly Administered)
)	
Debtors.)	
)	

**AMENDED JOINT PLAN OF REORGANIZATION IN RESPECT OF
THE FLINTKOTE COMPANY AND FLINTKOTE MINES LIMITED
(AS MODIFIED ~~August 30,~~ November 16, 2011)**

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EXHIBITS TO PLAN

- Exhibit A Asbestos Personal Injury Trust Agreement
- Exhibit B Asbestos Personal Injury Trust Distribution Procedures
- Exhibit C Retention and Contingency Fee Agreement
- Exhibit D Trust Services Agreement
- Exhibit E Litigation Note and Security Agreement

INTRODUCTION

Flintkote and Mines, the debtors and debtors in possession in the above-captioned cases, the Asbestos Claimants Committee, and the Future Claimants Representative jointly propose the following Plan under chapter 11 of the Bankruptcy Code.

ARTICLE I DEFINITIONS AND RULES OF INTERPRETATION

1.1 **Capitalized Terms.** The capitalized terms used herein have the respective meanings set forth below. Any term that is not otherwise defined in this Section 1.1 of the Plan, but that is defined elsewhere in the Plan or in the Bankruptcy Code or Bankruptcy Rules, shall have the meaning given to that term in the Plan, the Bankruptcy Code or Bankruptcy Rules, as applicable.

1.1.1 **“Administrative Claim”** means any Claim for (a) any cost or expense of administration of the Chapter 11 Cases under section 503(b) of the Bankruptcy Code including, but not limited to (1) any actual and necessary post-petition cost or expense of preserving the Estates or operating the businesses of the Debtors, (2) any payment to be made under the Plan to cure a default on an assumed executory contract or unexpired lease, (3) post-petition cost, indebtedness or contractual obligation duly and validly incurred or assumed by the Debtors in the ordinary course of business, (4) any Fee Claim, including any Claim for compensation or reimbursement of expenses of Professionals to the extent allowed by the Bankruptcy Court under sections 328, 330(a) or 331 of the Bankruptcy Code or the provision of the Plan, and (5) any fee or charge assessed against the Estates under 28 U.S.C. § 1930.

1.1.2 **“Affiliate”** shall have the meaning ascribed to such term in section 101(2) of the Bankruptcy Code.

1.1.3 **“Allowed Amount”** means, with respect to any Claim, the amount for which that Claim is allowed, denominated in dollars.

1.1.4 **“Amended Bylaws”** means, the amended and restated bylaws of Reorganized Flintkote, in substantially the form contained in the Plan Supplement.

1.1.5 **“Amended Certificate of Incorporation”** means, the amended and restated certificate of incorporation of Reorganized Flintkote, in substantially the form contained in the Plan Supplement.

1.1.6 **“Amended Charter Documents”** means, collectively, the Amended Bylaws and the Amended Certificate of Incorporation.

1.1.7 **“Asbestos Claimants Committee”** means the Official Committee of Asbestos Personal Injury Claimants appointed in Flintkote’s Chapter 11 Case by the United States Trustee on or about May 19, 2004.

1.1.8 “Asbestos In-Place Insurance Coverage” means any insurance coverage available for the payment or reimbursement of liability, indemnity or defense costs arising from or related to Asbestos Personal Injury Claims or Trust Expenses under any Asbestos Insurance Policy or any Asbestos Insurance Settlement Agreement.

1.1.9 “Asbestos Insurance Action” means any claim, cause of action, or right of the Debtors or any of them, under the laws of any jurisdiction, against any Asbestos Insurance Company, arising from or related to: (a) any such Asbestos Insurance Company’s failure to provide or pay under Asbestos In-Place Insurance Coverage, (b) the refusal of any Asbestos Insurance Company to compromise and settle any Asbestos Personal Injury Claim under or pursuant to any Asbestos Insurance Policy or Asbestos Insurance Settlement Agreement, (c) the interpretation or enforcement of the terms of any Asbestos Insurance Policy or Asbestos Insurance Settlement Agreement with respect to any Asbestos Personal Injury Claim, or (d) any conduct by an Asbestos Insurance Company constituting “bad faith” or other wrongful conduct under applicable law.

1.1.10 “Asbestos Insurance Action Recoveries” means (a) Cash derived from and paid pursuant to Asbestos Insurance Settlement Agreements entered into after May 1, 2004, attributable to any Asbestos Personal Injury Claim other than reimbursement for payments made on account of Asbestos Personal Injury Claims prior to May 1, 2004, (b) the right to receive proceeds of Asbestos In-Place Insurance Coverage (including any receivables) and (c) the right to receive the proceeds or benefits of any Asbestos Insurance Action.

1.1.11 “Asbestos Insurance Company” means any insurance company, insurance broker or syndicate insurance broker, guaranty association or any other Entity that may have liability under an Asbestos Insurance Policy.

1.1.12 “Asbestos Insurance Policy” means any insurance policy currently or previously in effect at any time on or before the Effective Date naming the Debtors (or any predecessor, subsidiary, or past or present Affiliate of the Debtors) as an insured (whether as the primary or as an additional insured), or otherwise affording the Debtors indemnity or insurance coverage, upon which any claim could have been, has been or may be made with respect to any Asbestos Personal Injury Claim.

1.1.13 “Asbestos Insurance Settlement Agreement” means (a) any settlement agreements existing by and among any Asbestos Insurance Company and one or both Debtors (among other Entities), that amends, modifies, replaces or governs the rights and obligations of, and the coverage afforded to, one or both Debtors under any Asbestos Insurance Policy or (b) any settlement agreement with a Settling Asbestos Insurance Company relating to any Asbestos Personal Injury Claim.

1.1.14 “Asbestos Insurer Coverage Defense” means all rights and defenses at law or in equity that any Asbestos Insurance Company may have under any Asbestos Insurance Policy or applicable law to a claim seeking insurance coverage. Asbestos Insurer Coverage Defenses include, without limitation, any defense based on the terms of the Plan or the Plan Documents or the manner in which the Plan or Plan Documents were

negotiated, including but not limited to (a) the defense that Asbestos Personal Injury Claims asserted against one Debtor cannot be tendered to nor paid by insurers issuing or subscribing Asbestos Insurance Policies to the other Debtor and/or with respect to risks that are not insured under those policies, and (b) the defenses that excess insurers have no duty to undertake the defense of any claim and have no duty to pay defense costs with respect to claims that are not covered by any Asbestos Insurance Policy issued or subscribed by them; but Asbestos Insurer Coverage Defenses does not include any defense that the Plan or any of the Plan Documents does not comply with the Bankruptcy Code. Upon entry of a Final Order (which may be the Confirmation Order) in these Chapter 11 Cases determining that the Bankruptcy Code authorizes the Assignment by preempting any terms of the Asbestos Insurance Policies or provisions of applicable non-bankruptcy law that otherwise might prohibit the Assignment, Asbestos Insurer Coverage Defense shall not include any defense that the Assignment is prohibited by the Asbestos Insurance Policies or applicable non-bankruptcy law.

1.1.15 “Asbestos Personal Injury Claim” means a Flintkote Asbestos Personal Injury Claim or a Mines Asbestos Personal Injury Claim.

1.1.16 “Asbestos Personal Injury Demand or Demand” means a Flintkote Asbestos Personal Injury Demand or a Mines Asbestos Personal Injury Demand.

1.1.17 “Assignment” means any transfer of (i) Asbestos Insurance Actions, (ii) the Asbestos Insurance Action Recoveries, (iii) the Asbestos Insurance Settlement Agreements attributable to any Asbestos Personal Injury Claims and entered into prior to the Petition Date, (iv) the Asbestos In-Place Insurance Coverage, and (v) other rights or obligations with respect to Asbestos Insurance Policies, to the Trust under the Plan or Plan Documents.

1.1.18 “Bankruptcy Code” or “Code” means title 11 of the United States Code, 11 U.S.C. 101 *et seq.*, as in effect on the Petition Date, together with all amendments, modifications, and replacements of the foregoing as the same may exist on any relevant date to the extent applicable to the Chapter 11 Cases.

1.1.19 “Bankruptcy Court” means the United States Bankruptcy Court for the District of Delaware, or such other court as may have jurisdiction over the Chapter 11 Cases.

1.1.20 “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.

1.1.21 “Business Day” means any day other than a Saturday, Sunday or legal holiday (as such term is defined in Bankruptcy Rule 9006(a)).

1.1.22 “Cash” means lawful currency of the United States of America and its equivalents.

1.1.23 “Chapter 11 Cases” means the cases under chapter 11 of the Bankruptcy Code filed by the Debtors, styled In re The Flintkote Company, Case No. 04-11300 (JKF) and In re Flintkote Mines, Limited, Case No. 04-12440 (JKF), both of which are pending in the United States Bankruptcy Court for the District of Delaware and are being jointly administered under Case No. 04-11300 (JKF).

1.1.24 “Claim” shall have the meaning ascribed to such term in section 101(5) of the Bankruptcy Code as it pertains to “claims” against one or both Debtors.

1.1.25 “Claims Agent” means The Garden City Group, Inc.

1.1.26 “Claims Objection Bar Date” means, for all Claims against the Debtors (other than Asbestos Personal Injury Claims, Fee Claims and late-filed claims), ninety (90) days after the Effective Date, unless extended by order of the Bankruptcy Court prior to the expiration of such period. Objections to late-filed Claims against the Debtors shall be filed not later than the later of (a) six months following the Effective Date or (b) ninety (90) days after Reorganized Flintkote receives actual notice of the filing of such Claim. Subject to Article IV of the Plan, objections to Asbestos Personal Injury Claims shall be handled by the Trust in accordance with the Trust Distribution Procedures.

1.1.27 “Class” means a category of holders of Claims or Equity Interests described in the Plan.

1.1.28 “Compensation Procedures Order” means that certain “Order Appointing Fee Auditor and Establishing Related Procedures Concerning the Allowance and Payment of Compensation and Reimbursement of Expenses of Professionals and Members of the Official Committee and Consideration of Fee Applications” dated August 19, 2004.

1.1.29 “Confirmation Date” means the date the Confirmation Order is entered on the Docket.

1.1.30 “Confirmation Hearing” means the hearing(s) which will be held before the Bankruptcy Court and/or District Court, as applicable, in which the Plan Proponents will seek Confirmation of the Plan.

1.1.31 “Confirmation Notice” means the notice of entry of the Confirmation Order.

1.1.32 “Confirmation Order” means the order or orders confirming the Plan under section 1129 of the Bankruptcy Code.

1.1.33 “Contingency Fee” means the contingency fee as defined and described in the Retention and Contingency Fee Agreement.

1.1.34 “Debtors” means Flintkote and Mines, each a debtor and a debtor in possession in the Chapter 11 Cases.

1.1.35 “Deferred Distribution” means the payment on the Distribution Date of a Cash payment equal to 5% of the Allowed Amount of a Class 5 or 6 Unsecured Claim, and thereafter the payment of additional subsequent Distributions, if any, at the time and in the identical percentage amount (less credit for the 5% Distribution already paid) on account of (a) such Class 5 Claim in the same percentage amount as is paid by the Trust on account of Claims in Class 7 and (b) such Class 6 Claim in the same percentage amount as is paid by the Trust on account of Claims in Class 8.

1.1.36 “Disbursing Agent” means Reorganized Flintkote, or such other Entity that is retained by Reorganized Flintkote for such purpose.

1.1.37 “Disclosure Statement” means the written disclosure statement and supplemental disclosure document that relate to this Plan, including the exhibits and schedules thereto, approved by the Bankruptcy Court as containing adequate information pursuant to section 1125 of the Bankruptcy Code and Rule 3017 of the Bankruptcy Rules, as such disclosure statement and supplemental disclosure document may be amended, modified, or supplemented from time to time.

1.1.38 “Disputed Claim” means a Claim, or any portion thereof, against the Debtors, or any of them, (i) that is listed in the Schedules as being disputed, contingent and/or unliquidated in amount, and/or (ii) proof of which was filed with the Bankruptcy Court or the Claims Agent and that is subject to a pending objection to the allowance thereof, which has been filed within the applicable period of limitation fixed by the Plan.

1.1.39 “Distribution(s)” mean those certain distributions of Estate assets to be provided to the holders of allowed Claims under the terms of this Plan.

1.1.40 “Distribution Date” means the date which is as soon as reasonably practicable after the later of (i) the Effective Date, or (ii) in the case of a Claim (other than an Asbestos Personal Injury Claim) that is not yet allowed as of the Effective Date, the date that such Claim becomes allowed.

1.1.41 “Distribution Record Date” means the record date for determining an entitlement to receive Distributions under the Plan on account of allowed Claims, which shall be the Confirmation Date.

1.1.42 “District Court” means the United States District Court for the District of Delaware, or the unit thereof having jurisdiction over the matter in question.

1.1.43 “Dividend Recovery Litigation Counsel” means the team of attorneys consisting of the law firm of Snyder, Miller & Orton LLP, the law firm of Schiff Harden LLP (as successor to the law firm of Morgenstein & Jubelirer), The Law Offices of Alan Pedlar, A Professional Corporation, and Mr. Kelly C. Wooster, Esq., each duly retained pursuant to an order of the Bankruptcy Court, and such other counsel as may be designated as Dividend Recovery Litigation Counsel by order of the Bankruptcy Court.

1.1.44 “Docket” means the docket in the Chapter 11 Cases maintained by the Clerk of the Bankruptcy Court.

1.1.45 “Effective Date” means the first Business Day immediately following the date upon which all of the conditions precedent to the occurrence of the Effective Date contained in Section 9.2 of the Plan have been satisfied or waived.

1.1.46 “Encumbrance” means with respect to any property (whether real or personal, tangible or intangible), any mortgage, Lien, pledge, charge, security interest, assignment, or encumbrance of any kind or nature in respect of such property (including any conditional sale or other title retention agreement, any security agreement, and the filing of, or agreement to give, any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction) to secure payment of a debt or performance of an obligation.

1.1.47 “Entity” means any Person or entity, including, without limitation, any individual, corporation, limited liability company, partnership, association, joint stock company, joint venture, estate, trust, unincorporated organization, or government or any political subdivision thereof.

1.1.48 “Environmental Claim” means any Claim, other than an Asbestos Personal Injury Claim, asserted by any Entity, against the Debtors, or any of them, arising out of, related to, or based upon any applicable state or federal environmental law, including, but not limited to, any Claim to restrict or enjoin, or recover damages, compensation or reimbursement for any damage, penalty, fine or forfeiture, or costs or expenses to remedy any release or threatened release of any environmental pollution, contamination or nuisance, or to require the Debtors to remedy or to reimburse, pay or incur costs to remedy any release or threatened release of any environmental pollution, contamination or any nuisance.

1.1.49 “Equity Interest” means (i) the Flintkote Stock and (ii) the Mines Stock.

1.1.50 “Estate” means, as to each Debtor, the estate created in its Chapter 11 Case under section 541 of the Bankruptcy Code.

1.1.51 “Executory Contract” means any unexpired lease or executory contract that is subject to treatment under section 365 of the Bankruptcy Code.

1.1.52 “Fee Claim” means any Claim of a (i) Professional for allowance of compensation and reimbursement of costs and expenses, and (ii) member of the Asbestos Claimants Committee for reimbursement of costs and expenses, in each case incurred in the Chapter 11 Cases on or before the Effective Date.

1.1.53 “Final Order” means an order or judgment of any court of competent jurisdiction, the implementation, operation or effect of which has not been stayed and as to which order (or any revision, modification or amendment thereof) the time to appeal or seek review, rehearing or writ of certiorari has expired and as to which no appeal or petition for review, rehearing or certiorari has been taken and is pending.

1.1.54 “Flintkote” means The Flintkote Company, a Delaware corporation.

1.1.55 “Flintkote Asbestos Personal Injury Claim” means a liquidated or unliquidated Claim against Flintkote, or its present or former officers, directors or employees, whether asserted by agents or employees of Flintkote or any other Person or Entity, whether in the nature of or sounding in tort, contract, warranty, employer liability or any other theory of law, equity or admiralty, whatsoever, for, attributable to or arising under the laws of any jurisdiction, by reason of, directly or indirectly, physical, emotional or other personal injuries, death, or other damages caused, or allegedly caused, in whole or in part, directly or indirectly, by the presence of, or exposure to, asbestos – including, but not limited to, asbestos-containing products, manufacturing processes, improvements to real property or materials manufactured, sold, supplied, produced, specified, selected, distributed or in any way marketed or mined by Flintkote or its predecessors – and arising or allegedly arising, directly or indirectly, from acts or omissions of Flintkote or its predecessors, including, but not limited to, all claims, debts, obligations or liabilities for compensatory damages (such as, without limitation, loss of consortium, medical monitoring, personal or bodily injury, wrongful death, survivorship, proximate, consequential, general and special damages) and punitive damages. Flintkote Asbestos Personal Injury Claims shall include, without limitation, (i) Flintkote Indirect Asbestos Personal Injury Claims and (ii) Flintkote Asbestos Personal Injury Demands. Notwithstanding the foregoing, Flintkote Asbestos Personal Injury Claim shall not include any workers’ compensation claim brought directly against Flintkote by a past or present employee of Flintkote under any applicable workers’ compensation statute.

1.1.56 “Flintkote Asbestos Personal Injury Demand” means a demand against Flintkote, as “demand” is used and defined in section 524(g)(5) of the Bankruptcy Code, including a demand for payment, present or future, that (i) was not a Claim prior to the Effective Date; (ii) arises out of the same or similar conduct or events that gave rise to a Flintkote Asbestos Personal Injury Claim; and (iii) pursuant to the Plan, is to be satisfied by the Trust.

1.1.57 “Flintkote Discharge Injunction” means the injunction described in section 1141 of the Bankruptcy Code and contained in Section 12.1.3 of the Plan.

1.1.58 “Flintkote Indirect Asbestos Personal Injury Claim” means a Flintkote Asbestos Personal Injury Claim for contribution, reimbursement, subrogation or indemnity, whether contractual or implied by law (as those terms are defined by the applicable non-bankruptcy law of the relevant jurisdiction), and any other derivative or indirect Flintkote Asbestos Personal Injury Claim of any kind whatsoever, whether in the nature of or sounding in contract, tort, warranty or any other theory of law, equity or admiralty.

1.1.59 “Flintkote Non-Trust Assets” is defined in accordance with Section 11.1 of the Plan.

1.1.60 “Flintkote Reserve Cash” means an amount equal to: (a) a working capital reserve in the amount Flintkote, after consultation with the Asbestos Claimants Committee and the Future Claimants Representative, determines it requires for working capital purposes plus (b)(i) the Allowed Amount of Administrative Claims against

Flintkote; (ii) a reasonable estimate by Flintkote of additional Administrative Claims (including Fee Claims) against Flintkote that may become allowed after the Effective Date; (iii) the Allowed Amount of Priority Tax Claims against Flintkote; (iv) a reasonable estimate by Flintkote of additional Priority Tax Claims against Flintkote that may become allowed Priority Tax Claims after the Effective Date; (v) the Allowed Amount of all Priority Claims against Flintkote; (vi) a reasonable estimate by Flintkote of all Priority Claims that may become allowed Priority Claims against Flintkote after the Effective Date; (vii) an amount equal to 35% of the Allowed Amount of all Unsecured Claims against Flintkote; (viii) an amount equal to 35% of a reasonable estimate of all other Unsecured Claims against Flintkote that may become allowed Claims after the Effective Date; (ix) an amount sufficient to fund the payment of all estimated fees and costs owing to the Dividend Recovery Litigation Counsel pursuant to the Retention and Contingency Fee Agreement as of the Effective Date of this Plan; and (x) the Litigation Expenses Reserve.

1.1.61 “Flintkote Stock” means all of the outstanding stock of Flintkote, 100% of which is held by The Flintkote Trust, a charitable trust established on September 29, 2003, for the sole benefit of the Long Beach Memorial Medical Center.

1.1.62 “Future Claimants Representative” means James J. McMonagle (or any Bankruptcy Court-appointed successor), in his capacity as the legal representative for any and all persons who may assert Asbestos Personal Injury Demands.

1.1.63 ~~“Hopkins Agreement” means the “Agreement Providing For Joint Pursuit Of Alter Ego Remedies,” as amended, as approved by the Order Approving Alter Ego Agreement In Connection With The Dividend Recovery Litigation entered May 15, 2006, and the “Order Approving Debtors’ First Amendment To Alter Ego Agreement Providing For Joint Pursuit Of Alter Ego Remedies” entered June 16, 2006.~~

1.1.64 ~~“Hopkins Plaintiffs” means collectively Marleen Hopkins, Michelle Hopkins and Michael Hopkins.~~

1.1.63 1.1.65 “Impaired” means a Claim or Equity Interest that is impaired within the meaning of section 1124 of the Bankruptcy Code.

1.1.64 1.1.66 “Indirect Asbestos Personal Injury Claim” means any Flintkote Indirect Asbestos Personal Injury Claim or Mines Indirect Asbestos Personal Injury Claim.

1.1.65 1.1.67 “Individual Third Party Causes of Action” means any cause of action or right to bring a cause of action or seek a remedy, including an ITCAN-related Alter Ego Claim, possessed by the holder of an Asbestos Personal Injury Claim against any of the defendants in the Third Party Causes of Action Person on account of such holder’s Asbestos Personal Injury Claim, to the extent that such cause of action or remedy does not constitute property of a Debtor’s Estate is not (i) a Third Party Cause of Action or a Trust Cause of Action, or (ii) enjoined by the discharge injunction or the

injunctions entered under Bankruptcy Code section 524(g) in connection with Confirmation.

1.1.66 ~~1.1.68~~ “Injunctions” means the Flintkote Discharge Injunction, the Mines Liquidating Injunction, the Third Party Injunction, the Insurance Entity Injunction and any other injunctions entered by the Bankruptcy Court or the District Court that has become a Final Order in the Chapter 11 Cases.

1.1.67 ~~1.1.69~~ “Insured Non-Asbestos Claim” means a Claim that is not an Asbestos Personal Injury Claim that is alleged to be covered by an insurance policy issued or allegedly issued by an Asbestos Insurance Company.

1.1.68 ~~1.1.70~~ “Insurance Entity Injunction” means the injunction described in Section 12.3.2 of the Plan.

1.1.69 ~~1.1.71~~ “Internal Revenue Code” means title 26 of the United States Code, 26 U.S.C. §§ 1 et seq., as in effect on the Petition Date, together with all amendments, modifications, and replacements of the foregoing as the same may exist on any relevant date to the extent applicable to the Chapter 11 Cases.

1.1.70 “ITCAN” means Imperial Tobacco Canada Limited f/k/a Imasco Limited (Canada) and its affiliates.

1.1.71 “ITCAN-related Alter Ego Claims” means any and all actions, claims, rights, remedies, suits and causes of action, whether known or unknown, in law, at equity or otherwise, whenever and wherever arising under the laws of any jurisdiction, to the extent such claims may exist now or in the future, seeking to hold ITCAN liable as an alter ego for any liabilities of the Debtors or their Estates, through declaratory relief, damages or otherwise.

1.1.72 “Lien” has the meaning ascribed to such term in section 101(37) of the Bankruptcy Code.

1.1.73 “Litigation Expenses” means any liabilities, hourly or contingency fees, costs or expenses arising, incurred or assessed in pursuing Third Party Causes of Action both prior and subsequent to the Effective Date, including arising under the Retention and Contingency Fee Agreement for services provided or arranged by the Dividend Recovery Litigation Counsel.

1.1.74 “Litigation Expenses Reserve” means a reserve of funds held by Reorganized Flintkote to be used for payment of the “Discounted Rates” and “DRL Costs” (as those terms are defined in the Retention and Contingency Fee Agreement) of the Dividend Recovery Litigation Counsel, which will be equal to two times the average monthly amount of the Discounted Rates and DRL Costs of the Dividend Recovery Litigation Counsel billed during most recent six months, calculated monthly on a rolling basis.

1.1.75 “Litigation Note and Security Agreement” means the instrument evidencing Reorganized Flintkote’s obligation to pay 98% of the Net Recoveries on account of Third Party Causes of Action Recoveries to the Trust, and granting the Trust a security interest in the Third Party Causes of Action and the Net Recovery therefrom to secure such obligation, which shall be substantially in the form attached hereto as Exhibit E.

1.1.76 “Mines” means Flintkote Mines Limited, a Canadian corporation organized under the laws of Québec.

1.1.77 “Mines Asbestos Personal Injury Claim” means a liquidated or unliquidated Claim against Mines, or its present or former officers, directors or employees, whether asserted by agents or employees of Mines or any other Person or Entity, whether in the nature of or sounding in tort, contract, warranty, employer liability or any other theory of law, equity or admiralty, whatsoever, for, attributable to or arising under the laws of any jurisdiction, by reason of, directly or indirectly, physical, emotional or other personal injuries, death, or other damages caused, or allegedly caused, in whole or in part, directly or indirectly, by the presence of, or exposure to, asbestos – including, but not limited to, asbestos-containing products, manufacturing processes, improvements to real property or materials manufactured, sold, supplied, produced, specified, selected, distributed or in any way marketed or mined by Mines or its predecessors – and arising or allegedly arising, directly or indirectly, from acts or omissions of Mines or its predecessors, including, but not limited to, all claims, debts, obligations or liabilities for compensatory damages (such as, without limitation, loss of consortium, medical monitoring, personal or bodily injury, wrongful death, survivorship, proximate, consequential, general and special damages) and punitive damages. Mines Asbestos Personal Injury Claims shall include, without limitation, (i) Mines Indirect Asbestos Personal Injury Claims and (ii) Mines Asbestos Personal Injury Demands. Notwithstanding the foregoing, Mines Asbestos Personal Injury Claim shall not include any workers’ compensation claim brought directly against Mines by a past or present employee of Mines under any applicable workers’ compensation statute.

1.1.78 “Mines Asbestos Personal Injury Demand” means a demand against Mines, as “demand” is used and defined in section 524(g)(5) of the Bankruptcy Code, notwithstanding that Mines shall not receive an injunction under section 524(g) of the Bankruptcy Code, including a demand for payment, present or future, that (i) was not a Claim prior to the Effective Date; (ii) arises out of the same or similar conduct or events that gave rise to a Mines Asbestos Personal Injury Claim; and (iii) pursuant to the Plan, is to be satisfied by the Trust.

1.1.79 “Mines Distribution Reserve” means the reserve established pursuant to Section 11.2 of the Plan.

1.1.80 “Mines Estate Representative” means Reorganized Flintkote, as the appointed representative of the Mines Estate on and after the Effective Date pursuant to section 1123(b)(3) of the Bankruptcy Code, which shall have the power to, among other

things, administer the Mines Estate and effectuate Mines' liquidation in accordance with Section 10.4 of the Plan.

1.1.81 "Mines Indirect Asbestos Personal Injury Claim" means a Mines Asbestos Personal Injury Claim for contribution, reimbursement, subrogation or indemnity, whether contractual or implied by law (as those terms are defined by the applicable non-bankruptcy law of the relevant jurisdiction), and any other derivative or indirect Mines Asbestos Personal Injury Claim of any kind whatsoever, whether in the nature of or sounding in contract, tort, warranty or any other theory of law, equity or admiralty.

1.1.82 "Mines Liquidating Injunction" means the injunction contained in Section 12.1.4 of the Plan

1.1.83 "Mines Reserve Cash" means an amount equal to: (i) the Allowed Amount of Administrative Claims against Mines; (ii) a reasonable estimate by Mines of additional Administrative Claims (including Fee Claims) against Mines that may become allowed after the Effective Date; (iii) the Allowed Amount of Priority Tax Claims against Mines; (iv) a reasonable estimate by Mines of additional Priority Tax Claims against Mines that may become allowed Priority Tax Claims after the Effective Date; (v) the Allowed Amount of all Priority Claims against Mines; (vi) a reasonable estimate by Mines of all Priority Claims against Mines that may become allowed Priority Claims after the Effective Date; (vii) an amount equal to 35% of the Allowed Amount of all Unsecured Claims against Mines; and (viii) an amount equal to 35% of a reasonable estimate by Mines of all other Unsecured Claims against Mines that may become allowed Claims after the Effective Date.

1.1.84 "Mines Stock" means all of the outstanding stock of Mines, 100% of which is held by Flintkote.

1.1.85 "Net Recovery" is defined in accordance with Section 6.2 of the Plan.

1.1.86 "New Flintkote Stock" means the stock of Reorganized Flintkote, after cancellation of the Flintkote Stock, that will be issued to the Trust pursuant to Section 4.5 of the Plan.

1.1.87 "Non-Asbestos Insurance Assets" means any insurance policies, or settlements thereof, that afford the Debtors indemnity or insurance coverage solely with respect to any Insured Non-Asbestos Claims.

1.1.88 "Person" means any person, individual, partnership, corporation, limited liability company, joint venture company, association or other entity or being of whatever kind, whether or not operating or existing for profit, including, but not limited to, any "person" as such term is defined in section 101(41) of the Bankruptcy Code, but excluding any Governmental Unit.

1.1.89 “Petition Date” means, with respect to Flintkote, May 1, 2004, and, with respect to Mines, August 25, 2004, as the dates upon which Flintkote’s and Mines’ respective Chapter 11 Cases were commenced.

1.1.90 “Plan” means this Amended Joint Plan of Reorganization (As Modified August 5, 2010) filed by the Plan Proponents, as the same may be amended or modified from time to time pursuant to section 1127 of the Bankruptcy Code

1.1.91 “Plan Documents” means the Plan, the Disclosure Statement, the Trust Agreement, the Trust Distribution Procedures, any document contained in the Plan Supplement, and all of the exhibits and schedules attached to any of the foregoing.

1.1.92 “Plan Proponents” means, collectively, the Debtors, the Asbestos Claimants Committee and the Future Claimants Representative.

1.1.93 “Plan Supplement” means the documents described in Section 14.8 of the Plan as evidenced by that certain Plan Supplement to Amended Joint Plan of Reorganization in Respect of the Flintkote Company and Flintkote Mines Limited, filed with the Bankruptcy Court on November 18, 2008, as amended on September 24, 2009 and July 21, 2010 (as the same may be further amended from time to time).

1.1.94 “Present Affiliate Claims” means all pre-petition and post-petition Claims against one Debtor held by the other Debtor, or any interest held by one Debtor in any property of the other Debtor, but excluding Equity Interests.

1.1.95 “Priority Claim” means any Claim entitled to priority pursuant to section 507(a) of the Bankruptcy Code, other than an Administrative Claim, Priority Tax Claim, or Fee Claim.

1.1.96 “Priority Tax Claim” means any Claim entitled to priority pursuant to section 507(a)(8) of the Bankruptcy Code.

1.1.97 “Professional” means any person retained or to be compensated pursuant to sections 327, 328, 330 or 1103 of the Bankruptcy Code, including, without limitation, the Future Claimants Representative and any Professional retained by him.

1.1.98 “Proof of Claim” means any proof of claim filed with the Bankruptcy Court or the Claims Agent pursuant to section 501 of the Bankruptcy Code and Rules 3001 or 3002 of the Bankruptcy Rules that asserts a Claim against any of the Debtors.

1.1.99 “Pro Rata” means the proportion that an allowed Claim in a particular Class bears to the aggregate amount of all allowed Claims in such Class except in cases where Pro Rata is used in reference to multiple classes, in which case Pro Rata means the proportion that an allowed Claim in a particular Class bears to the aggregate amount of all allowed Claims in such multiple Classes.

1.1.100 “Protected Party” means any of the following:

- (a) Flintkote;
- (b) Reorganized Flintkote;
- (c) any Entity, except for the Trust, that, pursuant to the Plan or otherwise, after the Effective Date, becomes a direct or indirect transferee of, or successor to, Flintkote, Reorganized Flintkote, or any of their respective assets (but only to the extent that liability is asserted to exist as a result of its becoming such a transferee or successor);
- (d) each Settling Asbestos Insurance Company but only to the extent specified in the Confirmation Order; and
- (e) each Entity who contributes funds, proceeds or other consideration to or for the benefit of the Trust, which is designated with the consent of the Asbestos Claimants Committee and the Future Claimants Representative in the Confirmation Order to be a Protected Party.

1.1.101 “Qualified Settlement Fund” means the fund established by the Bankruptcy Court’s order dated July 13, 2005 (Docket No. 954), pursuant to section 468B of the Internal Revenue Code and the regulations promulgated thereunder, to serve as the repository of certain funds contributed by Flintkote.

1.1.102 “Qualified Settlement Fund Proceeds” means all Cash and investments held in the Qualified Settlement Fund as of the Effective Date.

1.1.103 “Rejection Claim” means a Claim for damages under section 502(g) of the Bankruptcy Code resulting from the rejection of an executory contract or unexpired lease by the Debtors.

1.1.104 “Released Parties” means the respective present and former officers and directors of the Debtors, excluding, to the extent applicable, any Person who is a defendant in any litigation asserting Third Party Causes of Action, except as expressly provided as part of an agreement to settle all or any portion of such claims, obligations, suits, judgments, damages, rights, causes of action and liabilities.

1.1.105 “Reorganized Flintkote” means Flintkote on and after the Effective Date.

1.1.106 “Reserve Cash” means the Flintkote Reserve Cash and the Mines Reserve Cash.

1.1.107 “Retention and Contingency Fee Agreement” means that certain Retention and Contingency Fee Agreement dated February 27, 2006, between the Debtors and the Dividend Recovery Litigation Counsel, and acknowledged and endorsed by the Asbestos Claimants Committee and the Future Claimants Representative, as such agreement may be amended pursuant to Court order, a copy of which is attached hereto as Exhibit C.

1.1.108 “Schedules” means the schedules of assets and liabilities and the statements of financial affairs of the Debtors as filed with the Bankruptcy Court in accordance with section 521 of the Bankruptcy Code, as such schedules and statements may be amended or supplemented from time to time.

1.1.109 “Secured Claim” means a Claim that is (a) secured in whole or in part as of the Petition Date, by a Lien which is valid, perfected and enforceable under applicable law and is not subject to avoidance under the Bankruptcy Code or other applicable law, or (b) subject to setoff under section 553 of the Bankruptcy Code or other applicable law, but, with respect to both (a) and (b) above, only to the extent of the value of the holder of such Claim’s interest in the particular Estate’s interest in the property securing any such Claim or the amount subject to setoff, as the case may be.

1.1.110 “Settling Asbestos Insurance Company” means each Asbestos Insurance Company listed in the Plan Supplement (as the same may be amended from time to time prior to entry of the Confirmation Order) and any other Asbestos Insurance Company that enters into an Asbestos Insurance Settlement Agreement that is thereafter determined by the District Court to justify treating such Asbestos Insurance Company as a Protected Party.

1.1.111 “Third Party Causes of Action” means any and all of the actions, claims, rights, remedies, defenses, counterclaims, suits and causes of action of the Debtors and their Estates, whether known or unknown, in law, at equity or otherwise, whenever and wherever arising under the laws of any jurisdiction, including without limitation causes of action for breach of contract, receipt of illegal dividends, fraudulent conveyances and transfers, breach of fiduciary duty, breach of duty of loyalty, legal malpractice, recovery of attorneys’ fees, turnover of property and avoidance or recovery actions of the Debtors and their respective Estates, including actions that constitute property of the estate under section 541 of the Bankruptcy Code that are or may be pursued by a representative of the Estates, including pursuant to section 323 of the Bankruptcy Code, and actions that may be commenced by a representative of the Estates under sections 502(d), 542, 544, 545, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code, seeking relief in the form of damages (actual and punitive), imposition of a constructive trust, turnover of property, restitution, alter-ego remedies, and declaratory relief against: (i) any or all of the Debtors’ former Affiliates, the Debtors’ former direct and indirect parent companies, the current and former Affiliates and subsidiaries of such parent companies, including without limitation Imperial Tobacco Canada Limited f/k/a Imaseco Limited (Canada) and its affiliates ITCAN, and (ii) the Debtors’ former counsel and the present and former counsel of its former Affiliates and its former direct and indirect parent companies, including without limitation Sullivan & Cromwell LLP; provided, however, that the Third Party Causes of Action do not include any ITCAN-related Alter Ego Claims. The Third Party Causes of Action include, without limitation, those claims set forth in the complaints filed in the Superior Court of the State of California for the County of San Francisco, Case Nos. CGC-06-450944 and CGC-06-452568, as supplemented and amended, and any additional claims for relief based on the facts and circumstances underlying the foregoing pending actions, but shall not include any ITCAN-related Alter Ego Claims.

1.1.112 “Third Party Causes of Action Recoveries” means (a) Cash derived from, and paid pursuant to, the settlement or adjudication of the Third Party Causes of Action, and (b) the right to receive proceeds or benefits resulting from the settlement or adjudication of the Third Party Causes of Action.

1.1.113 “Third Party Injunction” means the injunction described in Section 12.3.1 of the Plan.

1.1.114 “Trust” means the trust established pursuant to the Trust Agreement, which is a “qualified settlement fund” pursuant to section 468B of the IRC and the regulations issued pursuant thereto.

1.1.115 “Trust Advisory Committee” means that committee appointed and serving in accordance with Section 4.3.1 of the Plan, and having the powers, duties and obligations set forth in the Trust Agreement.

1.1.116 “Trust Agreement” means that certain Asbestos Personal Injury Trust Agreement, substantially in the form of Exhibit A to the Plan.

1.1.117 “Trust Assets” means the following assets and any income, profits and proceeds derived from such assets subsequent to the transfer of such assets to the Trust: (a) the New Flintkote Stock, (b) all Cash and instruments held by the Debtors as of the Effective Date other than the Reserve Cash, (c) the Trust Causes of Action and any and all proceeds thereof, (d) the Litigation Note and Security Agreement, (e) Asbestos Insurance Actions, (f) Asbestos Insurance Action Recoveries, (g) the rights of the Debtors with respect to Asbestos Insurance Policies and Claims thereunder, (h) the Qualified Settlement Fund Proceeds, and (i) any and all other funds, proceeds or other consideration otherwise contributed to the Trust pursuant to this Plan and/or the Confirmation Order or other order of the Bankruptcy Court.

1.1.118 “Trust Causes of Action” means any and all of the actions, claims, rights, defenses, counterclaims, suits and causes of action of the Debtors and their Estates, whether known or unknown, in law, at equity or otherwise, whenever and wherever arising under the laws of any jurisdiction attributable to: (a) all defenses to any Asbestos Personal Injury Claim, including, but not limited to, all defenses under section 502 of the Bankruptcy Code, (b) with respect to any Asbestos Personal Injury Claim, all rights of setoff, recoupment, contribution, reimbursement, subrogation or indemnity (as those terms are defined by the non-bankruptcy law of any relevant jurisdiction) and any other indirect claim of any kind whatsoever, whenever and wherever arising or asserted, (c) subject to the provisions of the Plan, any other claims or rights with respect to Asbestos Personal Injury Claims that the Debtors would have had under applicable law if the Chapter 11 Cases had not occurred and the holder of such Asbestos Personal Injury Claim had asserted it by initiating civil litigation against any such Debtor, and (d) any claim, cause of action, or right of the Debtors or any of them, under the laws of any jurisdiction, for reimbursement, indemnity, contribution, breach of contract or otherwise arising from or relating to any payments made by the Debtors on account of Asbestos Personal Injury Claims prior to the Petition Date. ~~Notwithstanding the foregoing;~~

provided, however, that the Trust Causes of Action do not include any Third Party Causes of Action or any ITCAN-related Alter Ego Claims.

1.1.119 “Trust Distribution Procedures” means the Asbestos Personal Injury Trust Distribution Procedures, substantially in the form of Exhibit B to the Plan.

1.1.120 “Trust Documents” means the Trust Agreement, the Trust Distribution Procedures and all other agreements, instruments and documents governing the establishment, administration and operation of the Trust, which shall be substantially in the form set forth in the Plan, as they may be amended or modified from time to time in accordance with the Plan and Trust Agreement.

1.1.121 “Trustee” means an individual appointed by the Bankruptcy Court to serve as one of the trustees of the Trust pursuant to the terms of the Plan and the Trust Agreement or who subsequently may be appointed pursuant to the terms of the Trust Agreement.

1.1.122 “Trust Expenses” means any liabilities, costs or expenses of, or imposed upon, or in respect of, the Trust (except for payments to holders of Asbestos Personal Injury Claims on account of such Claims). Trust Expenses shall also expressly include (a) any and all liabilities, costs and expenses incurred subsequent to the Confirmation of the Plan in connection with any and all Asbestos Insurance Actions and the Trust Assets (including, without limitation, the prosecution of any Trust Causes of Action), in each case whether or not any such action results in a recovery for the Trust and (b) any and all liabilities, costs and expenses incurred by Reorganized Flintkote in taking any action on behalf of or at the direction of the Trust, if any, including, without limitation, any costs and expenses incurred by Reorganized Flintkote in being named as a defendant in any Asbestos Insurance Action. Trust Expenses shall also include the Trust’s Litigation Obligation.

1.1.123 “Trust Services Agreement” means that certain agreement to be entered into on the Effective Date by and between the Trust and Reorganized Flintkote, pursuant to which Reorganized Flintkote shall provide post-Effective Date (a) claims processing services and (b) administrative services to the Trust subject to the terms and conditions set forth in such agreement, which shall be in form and substance satisfactory to each of the Plan Proponents and substantially in the form attached hereto as Exhibit D.

1.1.124 “Trust’s Litigation Obligation” means the Trust’s financial responsibility for paying all Litigation Expenses owing after the Effective Date other than the Contingency Fee and the “Guideline Rate Restoration” (as that term is defined in the Retention and Contingency Fee Agreement), and the Trust’s attendant obligation to (i) reimburse Reorganized Flintkote, on a monthly basis, for Litigation Expenses paid by Reorganized Flintkote and/or (ii) provide sufficient funds to Reorganized Flintkote, on a monthly basis, so as to fully replenish the Litigation Expenses Reserve.

1.1.125 “Unimpaired” means a Claim or Equity Interest, or a Class of Claims or Equity Interests, that is not Impaired under this Plan.

1.1.126 “United States Trustee” means the United States Trustee appointed under section 591 of title 28 of the United States Code to serve in the District of Delaware.

1.1.127 “Unsecured Claim” means a Claim against one or both Debtors that is not an Administrative Claim, a Priority Claim, a Priority Tax Claim, a Secured Claim, or an Asbestos Personal Injury Claim.

1.1.128 “Voting Procedures” means those certain procedures and supplemental procedures approved by the Bankruptcy Court for soliciting and tabulating the votes to accept or reject the Plan cast by holders of Claims against and Equity Interests in the Debtors, including without limitation, Asbestos Personal Injury Claims.

1.1.129 “Voting Procedures Orders” means, collectively, the orders entered by the Bankruptcy Court on September 8, 2008, and July 31, 2009 which, among other things, (i) fixed Asbestos Personal Injury Claims in the amounts designated in the Trust Distribution Procedures, however such designation shall be solely for voting purposes and not for allowance or distribution purposes, and (ii) approved the Voting Procedures.

1.1.130 “Wellington Agreement” means that certain Agreement Concerning Asbestos-Related Claims dated as of June 19, 1985.

1.2 Interpretation; Application of Definitions; Rules of Construction; and Computation of Time. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. Wherever from the context it appears appropriate, each term stated in either the singular or the plural will include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender will include the masculine, feminine, and neuter. Unless otherwise specified, all Article, Section, Schedule or Exhibit references in the Plan are to the respective article or section of, or schedule or exhibit to, the Plan. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar meaning refer to the Plan as a whole and not to any particular section, subsection or clause contained in the Plan. The rules of construction contained in section 102 of the Bankruptcy Code will apply to the construction of the Plan. Unless otherwise stated herein, all references to dollars mean United States dollars. In computing any period of time prescribed or allowed by the Plan, unless otherwise expressly provided, the provisions of Rule 9006(a) of the Bankruptcy Rules will apply.

1.3 Exhibits. All exhibits and schedules to this Plan, to the extent not annexed hereto and any agreements referred to herein and therein will be available for review following their filing with the Bankruptcy Court (i) at (www.deb.uscourts.gov), and (ii) on Business Days from 9:00 a.m. through 5:00 p.m. (prevailing Delaware time), at the following address:

Pachulski Stang Ziehl & Jones, LLP
919 North Market Street, 17th Floor
Wilmington, Delaware 19899-8705
Attention: James E. O’Neill, Esq.

1.4 Ancillary Documents. Each of the schedules and exhibits to the Plan (whether annexed hereto or included in the Plan Supplement), the Disclosure Statement, and the schedules and exhibits to the Disclosure Statement are an integral part of the Plan, and are hereby incorporated by reference and made a part of the Plan, including, without limitation, the Trust Agreement, the Trust Distribution Procedures, the Amended Charter Documents, and the other Plan Documents.

ARTICLE II

TREATMENT OF ADMINISTRATIVE AND PRIORITY TAX CLAIMS

2.1 Allowed Administrative Claims. Holders of allowed Administrative Claims (other than Fee Claims, which are governed by Section 14.1 of this Plan) shall receive Cash equal to the unpaid portion of such allowed Administrative Claims on the Distribution Date, in full satisfaction, settlement, release, and discharge of and in exchange for such Claims, or such amounts and on such other terms as may be agreed to by the holders of such Claims and the Debtors or Reorganized Flintkote; provided, however, that allowed Administrative Claims representing liabilities incurred on or after the Petition Date in the ordinary course of business by either of the Debtors shall be paid by Reorganized Flintkote in accordance with the terms and conditions of the particular transactions relating to such liabilities and any agreements relating thereto.

2.2 Priority Tax Claims. On the Distribution Date, holders of allowed Priority Tax Claims shall receive Cash equal to the amount of such allowed Priority Tax Claims, in full satisfaction, settlement, release and discharge of and in exchange for such Claims.

ARTICLE III

TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS

3.1 Claims and Equity Interests Classified. For purposes of organization, voting, and all Plan confirmation matters, and except as otherwise provided herein, all Claims (other than Administrative Claims and Priority Tax Claims) against and Equity Interests in the Debtor are classified as set forth in this Article III of the Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims described in Article II of this Plan, and Fee Claims described in Section 14.1 of this Plan, have not been classified and are excluded from the following Classes. A Claim or Equity Interest is classified in a particular Class only to the extent that the Claim or Equity Interest falls within the description of such Class, and is classified in another Class or Classes to the extent that any remainder of the Claim or Equity Interest falls within the description of such other Class or Classes. Notwithstanding anything to the contrary contained in this Plan, no Distribution shall be made on account of any Claim that is not an allowed Claim for distribution purposes.

3.2 Treatment and Classification of Claims and Equity Interests. For purposes of all confirmation matters, including, without limitation, voting on, confirmation of, and Distributions under, the Plan, and except as otherwise provided herein, all Claims against (other than Administrative Claims, Fee Claims, and Priority Tax Claims, which are not classified) and Equity Interests in the Debtors shall be classified and treated in the manner set forth below.

3.2.1 **Class 1 – Flintkote Priority Claims**

- (a) Classification: Class 1 consists of all Priority Claims Against Flintkote.
- (b) Treatment: On the Distribution Date, each holder of a Class 1 allowed Priority Claim shall receive Cash equal to the allowed Amount of such Priority Claim.
- (c) Voting: Class 1 is Unimpaired and each holder of an allowed Class 1 Claim is not entitled to vote to accept or reject the Plan.

3.2.2 **Class 2 – Mines Priority Claims**

- (a) Classification: Class 2 consists of all Priority Claims Against Mines.
- (b) Treatment: On the Distribution Date, each holder of a Class 2 allowed Priority Claim shall receive Cash equal to the allowed Amount of such Priority Claim.
- (c) Voting: Class 2 is Unimpaired and each holder of an allowed Class 2 Claim is not entitled to vote to accept or reject the Plan.

3.2.3 **Class 3 – Flintkote Secured Claims**

- (a) Classification: Class 3 consists of all Secured Claims Against Flintkote.
- (b) Treatment: At the option of the Plan Proponents and in accordance with section 1124 of the Bankruptcy Code, all allowed Secured Claims in Class 3 will be treated pursuant to one of the following alternatives: (i) the Plan will leave unaltered the legal, equitable and contractual rights to which each allowed Secured Claim in Class 3 entitles the holder; (ii) an allowed Secured Claim shall receive such other treatment as the Debtor and the holder shall agree; or (iii) all of the collateral for such allowed Secured Claim will be surrendered by the Debtor to the holder of such Claim on the Effective Date or as soon as practicable thereafter.
- (c) Voting: To the extent any Class 3 allowed Secured Claims are treated in the manner set forth above, Class 3 is Unimpaired and such holders are not entitled to vote to accept or reject the Plan.

3.2.4 **Class 4 – Mines Secured Claims**

- (a) Classification: Class 4 consists of all Secured Claims Against Mines.
- (b) Treatment: At the option of the Plan Proponents and in accordance with section 1124 of the Bankruptcy Code, all allowed Secured Claims in Class 4 will be treated pursuant to one of the following alternatives: (i) the Plan will leave unaltered the legal, equitable and contractual rights to which each allowed Secured Claim in Class 4 entitles the holder; (ii) an allowed Secured Claim shall receive such other treatment as the Debtor and the holder shall agree; or (iii) all of the collateral for such allowed Secured

Claim will be surrendered by the Debtor to the holder of such Claim on the Effective Date or as soon as practicable thereafter.

(c) Voting: To the extent any Class 4 allowed Secured Claims are treated in the manner set forth above, Class 4 is Unimpaired and such holders are not entitled to vote to accept or reject the Plan.

3.2.5 **Class 5 – Flintkote Unsecured Claims**

(a) Classification: Class 5 consists of all Unsecured Claims against Flintkote.

(b) Treatment: Each holder of an allowed Class 5 Unsecured Claim shall receive at its option, exercised on the ballot accepting or rejecting the Plan, either (i) on the Distribution Date, a total Cash payment equal to 35% of the Allowed Amount of such Claim, or (ii) the Deferred Distribution. If a holder of an allowed Class 5 Unsecured Claim does not elect one of the above Distribution options, then the default election shall be to receive the Deferred Distribution.

(c) Voting: Class 5 is Impaired and each holder of an allowed Class 5 Claim is entitled to vote to accept or reject the Plan.

3.2.6 **Class 6 – Mines Unsecured Claims**

(a) Classification: Class 6 consists of all Unsecured Claims against Mines.

(b) Treatment: Each holder of an allowed Class 6 Unsecured Claim shall receive at its option, exercised on the ballot accepting or rejecting the Plan, either (i) on the Distribution Date, a total Cash payment equal to 35% of the Allowed Amount of such Claim, or (ii) the Deferred Distribution. If a holder of an allowed Class 6 Unsecured Claim does not elect one of the above Distribution options, then the default election shall be to receive the Deferred Distribution.

(c) Voting: Class 6 is Impaired and each holder of an allowed Class 6 Claim is entitled to vote to accept or reject the Plan.

3.2.7 **Class 7 – Flintkote Asbestos Personal Injury Claims**

(a) Classification: Class 7 consists of all Flintkote Asbestos Personal Injury Claims.

(b) Treatment: As of the Effective Date, liability for all Class 7 Flintkote Asbestos Personal Injury Claims shall be automatically and without further act, deed or Court order, assumed by the Trust. Except as expressly provided in the Hopkins Agreement in respect to the claims of the Hopkins Plaintiffs, and any other any agreements entered into among a Claimant, Reorganized Flintkote, and the Trust with respect to the pursuit of Individual Third Party Causes of Action, each Flintkote Asbestos Personal Injury Claim in Class 7 shall be liquidated and, as appropriate, paid by the Trust pursuant to and in accordance with the Trust Distribution Procedures.

(c) Voting: Class 7 is Impaired and each holder of an allowed Class 7 Claim is entitled to vote to accept or reject the Plan.

3.2.8 Class 8 – Mines Asbestos Personal Injury Claims

(a) Classification: Class 8 consists of all Mines Asbestos Personal Injury Claims.

(b) Treatment: As of the Effective Date, liability for all Class 8 Mines Asbestos Personal Injury Claims shall be automatically and without further act, deed or Court order, assumed by the Trust. Each Mines Asbestos Personal Injury Claim in Class 8 shall be liquidated and, as appropriate, paid by the Trust pursuant to and in accordance with the Trust Distribution Procedures.

(c) Voting: Class 8 is Impaired and each holder of an allowed Class 8 Claim is entitled to vote to accept or reject the Plan.

3.2.9 Class 9 – Present Affiliate Claims Against Flintkote

(a) Classification: Class 9 consists of all Present Affiliate Claims (if any) against Flintkote.

(b) Treatment: All Present Affiliate Claims in Class 9 shall be subordinated to the Flintkote Unsecured Claims in Class 5 and the Flintkote Asbestos Personal Injury Claims in Class 7. Mines and its Estate (as the sole holder of Present Affiliate Claims in Class 9) shall not be entitled to, and shall not receive or retain, any property or interest on account of such Present Affiliate Claims under the Plan unless and until all Flintkote Unsecured Claims in Class 5 and Flintkote Asbestos Personal Injury Claims in Class 7 have been paid in full.

(c) Voting: Class 9 is Impaired and Mines, as the sole holder of Class 9 Claims and as a co-proponent of the Plan, intends to vote to accept the Plan.

3.2.10 Class 10 – Present Affiliate Claims Against Mines

(a) Classification: Class 10 consists of all Present Affiliate Claims (if any) against Mines.

(b) Treatment: All Present Affiliate Claims in Class 10 shall be subordinated to the Mines Unsecured Claims in Class 6 and the Mines Asbestos Personal Injury Claims in Class 8. Flintkote and its Estate (as the sole holder of Present Affiliate Claims in Class 10) shall not be entitled to, and shall not receive or retain, any property or interest on account of such Present Affiliate Claims under the Plan unless and until all Mines Unsecured Claims in Class 6 and Mines Asbestos Personal Injury Claims in Class 8 have been paid in full.

(c) Voting: Class 10 is Impaired and Flintkote, as the sole holder of Class 10 Claims and as a co-proponent of the Plan, intends to vote to accept the Plan.

3.2.11 **Class 11 – Equity Interests in Flintkote**

(a) Classification: Class 11 consists of all outstanding shares of Flintkote Stock.

(b) Treatment: On the Effective Date, all existing shares of outstanding Flintkote Stock shall be cancelled, annulled and extinguished. The holder of the Class 11 Equity Interests shall not receive or retain any distribution on account of such Equity Interests under the Plan.

(c) Voting: Class 11 is Impaired and the holder of the Class 11 Equity Interests is conclusively presumed to have rejected the Plan pursuant to section 1126 of the Bankruptcy Code.

3.2.12 **Class 12 – Equity Interests in Mines**

(a) Classification: Class 12 consists of all outstanding shares of Mines Stock.

(b) Treatment: Mines shall be liquidated. Flintkote, as the holder of the Class 12 Equity Interests, shall retain such Equity Interests on and after the Effective Date; provided, however, that Flintkote shall not receive any distribution on account of such Equity Interests unless and until all Claims against Mines are paid in full, including legal interest thereon from and after the Petition Date.

(c) Impairment and Voting: Class 12 is Impaired and Flintkote, as the sole holder of Class 12 Equity Interests and as a co-proponent of the Plan, intends to vote to accept the Plan.

**ARTICLE IV
THE TRUST**

4.1 **Establishment and Purpose of the Trust.**

4.1.1 **Establishment.** On the Effective Date, the Trust shall be created in accordance with the Plan Documents. The Trust shall be a “qualified settlement fund” within the meaning of section 468B of the Internal Revenue Code and the regulations issued thereunder.

4.1.2 **Purpose; Trust Distribution Procedures.**

(a) The purposes of the Trust shall be to assume all present and future Flintkote Asbestos Personal Injury Claims and Mines Asbestos Personal Injury Claims and to use the Trust Assets to pay holders of such Asbestos Personal Injury Claims in accordance with the Trust Agreement and the Trust Distribution Procedures. The Trust (i) shall serve as a liquidating trust for Mines, to which Mines shall contribute all of its assets constituting Trust Assets in accordance with the Plan Documents, and (ii) shall use the Trust Assets to pay holders of Asbestos Personal Injury Claims in such a way that provides reasonable assurance that the Trust shall value and be in a financial position to

pay present and future Asbestos Personal Injury Claims that involve similar Claims in substantially the same manner, and otherwise comply in all respects with the requirements of section 524(g)(2)(B)(i) of the Bankruptcy Code. The Trust Distribution Procedures provide for a single valuation and payment process for all Asbestos Personal Injury Claims regardless of whether holders of such claims assert only Flintkote Asbestos Personal Injury Claims, only Mines Asbestos Personal Injury Claims or both Flintkote Asbestos Personal Injury Claims and Mines Asbestos Personal Injury Claims; provided, however, that to the extent the Trustees determine it appropriate to do so in the future, the Trustees, with the consent of the Future Claimants Representative and the Trust Advisory Committee, may implement separate valuation and payment processes for and/or segregate the assets available to each of holders of Flintkote Asbestos Personal Injury Claims and holders of Mines Asbestos Personal Injury Claims.

(b) The Trust Distribution Procedures provide, among other things, for the resolution of Asbestos Personal Injury Claims pursuant to the terms of the Trust Documents, and that resolution of an Asbestos Personal Injury Claim by the Trust will result in a full or partial release of such Claim against the Trust in accordance with the Trust Distribution Procedures. In the event that an Indirect Asbestos Personal Injury Claim against the Debtors is disallowed pursuant to section 502(e)(1)(B) of the Bankruptcy Code, the right of a holder of such disallowed Claim under applicable non-bankruptcy law to setoff payments by the Trust against such holder's liability to an asbestos personal injury claimant shall be preserved.

(c) In the event of a conflict between the terms or provisions of the Plan and the Trust Documents, the terms of the Plan shall control over the terms of the Trust Documents.

4.2 Selection of the Initial Trustees. The three (3) initial Trustees of the Trust shall be the persons identified in the Trust Agreement. All successor Trustees shall be appointed in accordance with the terms of the Trust Agreement. For purposes of performing their duties and fulfilling their obligations under the Trust Agreement and the Plan, each Trustee shall be deemed to be (and the Confirmation Order shall so provide) a "party in interest" within the meaning of section 1109(b) of the Bankruptcy Code.

4.3 Advising the Trust.

4.3.1 The Trust Advisory Committee. The Trust Advisory Committee shall be established pursuant to the Trust Agreement. The Trust Advisory Committee shall have six (6) members and shall have the functions, duties and rights provided in the Trust Agreement. The Asbestos Claimants Committee shall select the six (6) initial members of the Trust Advisory Committee and disclosed their identity in the Plan Supplement.

4.3.2 Successor Committee Members. Each member of the Trust Advisory Committee shall serve in accordance with the terms and conditions contained in the Trust Agreement.

4.3.3 Future Claimants Representative. From and after the Effective Date, the Future Claimants Representative shall continue to serve in that capacity as an advisor to the Trust and shall have the functions, duties and rights provided in the Trust Agreement.

4.4 Assumption of Liability for Asbestos Personal Injury Claims and Demands by the Trust. On the Effective Date, the Trust shall assume the liabilities of the Debtors for all Asbestos Personal Injury Claims, including, but not limited to, Indirect Asbestos Personal Injury Claims. This assumption shall not affect the existence of (i) Flintkote Asbestos Personal Injury Claims as debts of Flintkote, which debts are subject in all respects to the Discharge Injunction and the Third Party Injunction, or (ii) Mines Asbestos Personal Injury Claims as debts of Mines, which debts are not discharged pursuant to this Plan; provided, however, that Mines Asbestos Personal Injury Claims shall be liquidated and, as appropriate, paid by the Trust pursuant to and in accordance with the Trust Distribution Procedures from assets that constituted property of the Mines Estate or are derived from property of the Mines Estate, including the Mines Estate property that is transferred to the Trust.

4.5 Transfer of Trust Assets to the Trust.

4.5.1 Transfers on Effective Date. On the Effective Date, all right, title, and interest in and to the Trust Assets and any proceeds thereof shall be automatically, and without further act or deed, transferred to, vested in and assumed by the Trust.

4.5.2 Transfers on Distribution Date. To the extent any of the Trust Assets are not transferred to the Trust by operation of law on the Effective Date pursuant to section 4.5.1 above, then on the Distribution Date, the Debtors or Reorganized Flintkote, as the case may be, shall transfer, assign and contribute, such remaining Trust Assets to the Trust. In particular, on the Distribution Date Reorganized Flintkote shall issue the New Flintkote Stock and deliver such stock to the Trust, such that the Trust shall be the sole holder of the New Flintkote Stock.

4.6 Trust Expenses. The Trust shall pay all Trust Expenses, including the Trust's Litigation Obligation, from the Trust Assets, including proceeds of applicable Asbestos Insurance Policies, except to the extent specific Trust Assets are precluded by agreement with an Asbestos Insurance Company from being used for payment of Trust Expenses. Neither the Debtors' Estates nor Reorganized Flintkote shall have any obligation to pay any Trust Expenses. Additionally, the Trust shall promptly pay all Trust Expenses incurred by Reorganized Flintkote for any and all liabilities, costs or expenses as a result of taking any action on behalf of or at the direction of the Trust.

4.7 Execution of the Trust Services Agreement. Upon the Effective Date, the Trustees, on behalf of the Trust, and Reorganized Flintkote shall execute the Trust Services Agreement.

4.8 Excess Trust Assets. To the extent there are any Trust Assets remaining at such time as the Trust is terminated, such excess Trust Assets shall be transferred to a charity or charities for such charitable purposes as the Trustees, in their reasonable discretion, shall determine, provided that, if practicable, the charity or charities to which such excess Trust Assets

are transferred shall be related to the treatment of, research on, or the relief of suffering of individuals suffering from asbestos-related disorders.

4.9 Funds and Investment Guidelines. Pursuant to the Trust Agreement, all monies held in the Trust shall be invested, subject to the investment limitations and provisions enumerated in the Trust Agreement, and shall not be limited to the types of investments described in section 345 of the Bankruptcy Code.

4.10 Retrospective Insurance Premiums and Related Matters. Notwithstanding anything to the contrary in the Plan or the Plan Documents, (i) any entity (including the Trust or Reorganized Flintkote, on its own behalf or in its capacity as the Mines Estate Representative) that tenders a Claim to an Asbestos Insurance Company shall be responsible, for purposes of such Claim, for any retrospective insurance premium, self-insured retention, deductible, or similar obligation of the insured under the Asbestos Insurance Policies to which such Claim is tendered; (ii) with respect to any self-insured retention, deductible or similar obligation, any Asbestos Insurance Company to which such Claim is tendered may seek to establish, as one of its Asbestos Insurance Coverage Defenses, that such entity has not, in fact, fulfilled the obligations of the insured under the Asbestos Insurance Policies to which such Claim was tendered; and (iii) with respect to any retrospective insurance premium or similar obligation, any Asbestos Insurance Company to which such Claim is tendered may offset the amount of such retrospective insurance premium or similar obligation against any amount otherwise payable by such Asbestos Insurance Company on account of such claim under its Asbestos Insurance Policies.

ARTICLE V

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

5.1 General Treatment. Except as otherwise provided in this Section 5.1 and in Section 12.8 of the Plan and the Plan Documents, all Executory Contracts to which the Debtors are a party and that have not been expressly assumed, or assumed and assigned, by the Debtors, or any of them, in accordance with section 365 of the Bankruptcy Code on or prior to the Confirmation Date shall, as of the Effective Date, be deemed to have been rejected by the Debtors. To the extent the Wellington Agreement constitutes an Executory Contract, such contract shall be assumed by the applicable Debtor(s) and assigned to the Trust.

5.2 Asbestos Insurance Policies and Asbestos Insurance Settlement Agreements. Notwithstanding Section 5.1 above, all Asbestos Insurance Policies and Asbestos Insurance Settlement Agreements (other than the Wellington Agreement) entered into prior to the Petition Date shall be considered non-executory contracts and shall neither be assumed nor rejected by the Debtors. To the extent the Wellington Agreement does not constitute an Executory Contract, the Wellington Agreement shall neither be assumed nor rejected by the Debtors. Except to the extent that the permissibility of the Assignment is determined in the Chapter 11 Cases, which determination will be provided by or in connection with confirmation of the Plan, the rights and obligations of the parties under such Asbestos Insurance Policies and Asbestos Insurance Settlement Agreements, including the question whether any breach has occurred, shall be determined under applicable non-bankruptcy law.

5.3 Bar to Rejection Damages. If the rejection or deemed rejection of an Executory Contract by the Debtors results in damages to the other party or parties to such Executory Contract, a Claim for such damages shall be forever barred and shall not be enforceable against any of the Debtors, Reorganized Flintkote, or their properties, whether by way of setoff, recoupment, or otherwise unless a Proof of Claim is filed with the Claims Agent and served upon counsel for the Plan Proponents by the earlier of (i) thirty (30) days after the Effective Date, and (ii) thirty (30) days after entry of a Final Order rejecting an Executory Contract pursuant to a motion filed by the Debtors.

ARTICLE VI DISTRIBUTIONS UNDER THE PLAN ON ACCOUNT OF CLAIMS

6.1 Distributions. Distributions on account of allowed Claims (other than Asbestos Personal Injury Claims and Fee Claims) shall be made on or after the Distribution Date as provided in this Plan. All Asbestos Personal Injury Claims shall be liquidated and, as appropriate, paid by the Trust pursuant to and in accordance with the Trust Agreement and the Trust Distribution Procedures.

6.2 Distribution of Third Party Causes of Action Recoveries. Third Party Causes of Action Recoveries received by Reorganized Flintkote shall be promptly distributed by Reorganized Flintkote in accordance with the following priorities: *first*, to satisfy all unpaid Litigation Expenses; and *second*, to reserve an amount sufficient for any Deferred Distribution arising as a result of the Third Party Causes of Action Recovery. The portion of the Third Party Causes of Action Recoveries remaining after paying for the foregoing is defined hereafter as the “Net Recovery.” Following the distribution of any and all Third Party Causes of Action Recoveries set forth above, Reorganized Flintkote shall promptly distribute 98% of the Net Recovery to the Trust in full satisfaction of the Litigation Note and Security Agreement, and shall retain the remaining 2% of the Net Recovery to fund Reorganized Flintkote’s ongoing business operations.

6.3 Execution of the Litigation Note and Security Agreement. Upon the Effective Date, and in furtherance of the distributions to the Trust set forth in this Plan, Reorganized Flintkote shall execute and deliver the Litigation Note and Security Agreement to the Trustees, for the benefit of the Trust, evidencing Reorganized Flintkote’s obligation to pay 98% of the Net Recovery to the Trust, and granting the Trust a security interest in the Third Party Causes of Action and the Net Recovery therefrom to secure such obligation, junior in priority only to the attorneys’ lien granted and acknowledged in favor of the Dividend Recovery Litigation Counsel.

6.4 Means of Cash Payment. Cash payments made pursuant to the Plan shall be in United States dollars, by check drawn on a bank located in the United States or by wire transfer from such bank.

6.5 Delivery of Distributions. The delivery of Distributions to holders of allowed Claims (other than Asbestos Personal Injury Claims and Fee Claims) shall be made at the addresses set forth on the Proofs of Claim filed by such holders or as listed in the Schedules if no Proof of Claim is filed, or such other address if the holder of the applicable Claim has duly notified the Claims Agent of a change of address. If any Distribution to the holder of a Claim is

returned as undeliverable, then no further Distributions to such holder shall be made unless and until the Claims Agent or Reorganized Flintkote are notified of such holder's then-current address, at which time all missed Distributions shall be made to such holder without interest. Cash Distributions that are not claimed (including due to an Entity's failure to negotiate a check issued to such Entity) by the expiration of twelve (12) months from the Distribution Date shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code, shall revert in Reorganized Flintkote. Following the expiration of such twelve (12) month period the right of any holder of a Claim to such Distributions shall be discharged and forever barred. Nothing contained in the Plan shall require the Debtors or Reorganized Flintkote to attempt to locate any holder of an allowed Claim.

6.6 Time Bar to Cash Payments. Checks issued by Reorganized Flintkote in respect of allowed Claims shall be null and void if not cashed within 180 days of the date of issuance thereof. The holder of the allowed Claim with respect to which such check originally was issued may make a request for re-issuance of any check directly to Reorganized Flintkote; provided, however, that any such request for reissuance of a check shall be made on or before the twelve (12) month anniversary of the Distribution Date. After such date, all Claims in respect of void checks shall be discharged and forever barred.

6.7 Record Date for Holders of Claims. Except as otherwise provided in an order of the Bankruptcy Court that is not subject to any stay, the transferees of Claims that are transferred pursuant to Rule 3001 of the Bankruptcy Rules, on or prior to the Distribution Record Date, shall be treated as the holders of such Claims for all purposes, notwithstanding that any period provided by Rule 3001 of the Bankruptcy Rules for objecting to such transfer has not expired by the Distribution Record Date. If there is any dispute regarding the identity of the Entity entitled to receive a Distribution in respect of a Claim under the Plan, no Distribution need be made in respect of such Claim until such dispute has been resolved.

6.8 Transfers of Claims. In the event that the holder of any Claim shall transfer such Claim on and after the Distribution Record Date, it shall immediately advise the Disbursing Agent, or the Trust (to the extent it pertains to an Asbestos Personal Injury Claim), in writing of such transfer. The Disbursing Agent or the Trust, as the case may be, shall be entitled to assume that no transfer of any Claim has been made by any holder unless and until written notice of a transfer has been actually received by the Disbursing Agent or the Trust. Each transferee of any Claim shall take such Claim subject to the provisions of the Plan, and, except as provided in a notice of transfer, the Disbursing Agent or the Trust, as the case may be, shall be entitled to assume conclusively that the transferee named in any notice of transfer shall thereafter be vested with all rights and powers of the transferor of such Claim.

6.9 Interest on Impaired Claims. Except as specifically provided for in the Plan, Trust Distribution Procedures or the Confirmation Order, interest shall not accrue on Impaired Claims, and no holder of an Impaired Claim shall be entitled to interest accruing on or after the Petition Date on any such Impaired Claim. Interest shall not accrue or be paid on any Disputed Claim in respect of the period from the Petition Date to the date a Distribution is made thereon if and after such Disputed Claim becomes an allowed Claim. Except as expressly provided herein, no pre-petition Impaired Claim shall be allowed to the extent that it is for post-petition interest or other similar charges.

6.10 Setoffs. Each Debtor and Reorganized Flintkote (or the Trust to the extent it pertains to an Asbestos Personal Injury Claim) may, pursuant to the applicable provisions of the Bankruptcy Code, or applicable non-bankruptcy law, set off against any applicable allowed Claim (before any Distribution is made on account of such Claim) any and all claims, rights, causes of action, debts or liabilities of any nature that the applicable Debtor or Reorganized Flintkote (or the Trust to the extent it pertains to an Asbestos Personal Injury Claim) may hold against the holder of such allowed Claim; provided, however, that the failure to effect such a setoff shall not constitute a waiver or release of any such claims, rights, causes of action, debts or liabilities.

ARTICLE VII RESOLUTION OF DISPUTED CLAIMS OTHER THAN ASBESTOS PERSONAL INJURY CLAIMS

7.1 Disputed Claims. All Disputed Claims against the Debtors, other than Asbestos Personal Injury Claims or Fee Claims, shall be subject to the provisions of this Article VII. All Asbestos Personal Injury Claims shall be liquidated and, as appropriate, paid by the Trust in accordance with the Trust Agreement and the Trust Distribution Procedures. All Fee Claims shall be determined and, if allowed, paid by Reorganized Flintkote (on behalf of itself or Mines, as applicable) in accordance with Section 14.1.

7.2 Objection Deadline. Unless otherwise ordered by the Bankruptcy Court, objections to Claims (other than Asbestos Personal Injury Claims or Fee Claims) shall be filed with the Bankruptcy Court and served upon the holders of each such Claim to which objections are made on or before the Claims Objection Bar Date.

7.3 Prosecution of Objections. Subject to the provisions of Section 10.8, after the Effective Date, only Reorganized Flintkote (on behalf of itself or Mines, as applicable) may object to the allowance of any Claim, except that (i) the United States Trustee, the Asbestos Claimants Committee and the Future Claimants Representative shall also have standing and capacity to object to the Fee Claims of professionals employed or retained in these Chapter 11 Cases, and (ii) all rights of any Asbestos Insurance Company with respect to the defense and settlement of Insured Non-Asbestos Claims, or claims asserted by any non-debtor party against either Debtor or an Asbestos Insurance Company for coverage under any Asbestos Insurance Policy, are preserved. After the Effective Date, Reorganized Flintkote (on behalf of itself or Mines, as applicable) shall be accorded the power and authority to allow or settle and compromise any Claim, except for Fee Claims and Insured Non-Asbestos Claims, without notice to any other party or approval of or notice to the Bankruptcy Court.

7.4 No Distributions Pending Allowance. No Distributions or other consideration shall be paid with respect to any Claim that is a Disputed Claim unless and until all objections to such Disputed Claim are resolved and such Disputed Claim becomes an allowed Claim.

ARTICLE VIII ACCEPTANCE OR REJECTION OF PLAN; EFFECT OF REJECTION BY ONE OR MORE CLASSES OF CLAIMS OR EQUITY INTERESTS

8.1 Classes Entitled to Vote. Except as set forth below, each holder of an allowed Claim, and each holder of a Claim that has been temporarily allowed for voting purposes only under Rule 3018(a) of the Bankruptcy Rules, in each Impaired Class of Claims, shall be entitled to vote separately to accept or reject the Plan to the extent and in the manner provided in the Voting Procedures Orders. Holders of Asbestos Personal Injury Claims shall be entitled to vote to the extent and in the manner provided in the Voting Procedures Orders. Unimpaired Classes of Claims shall not be entitled to vote to accept or reject the Plan and are conclusively presumed to have voted to accept the Plan. Any Class of Claims or Equity Interests that shall not receive or retain any property on account of such Claims or Equity Interests under the Plan shall be deemed to have rejected the Plan.

8.2 Acceptance by Impaired Classes of Claims. Pursuant to section 1126(c) of the Bankruptcy Code, but subject to Section 8.3 below, an Impaired Class of Claims shall have accepted the Plan if, after excluding any Claims held by any holder designated pursuant to section 1126(e) of the Bankruptcy Code, (a) the holders of at least two-thirds in dollar amount of the allowed Claims actually voting in such Class have voted to accept the Plan, and (b) more than one half in number of such allowed Claims actually voting in such Class have voted to accept the Plan.

8.3 Acceptance Pursuant to Section 524 of the Bankruptcy Code. Pursuant to section 524(g)(2)(B)(ii)(IV)(bb) of the Bankruptcy Code, Class 7 (Flintkote Asbestos Personal Injury Claims) shall have accepted the Plan only if the holders of at least 75 percent of the Claims actually voting in such Class have voted to accept the Plan.

8.4 Cramdown. With respect to any Impaired Class of Claims or Equity Interests that fails to accept the Plan in accordance with section 1129(a) of the Bankruptcy Code, including such Classes as may be created pursuant to amendments to the Plan, the Plan Proponents request that the Bankruptcy Court confirm the Plan in accordance with section 1129(b) of the Bankruptcy Code with respect to such non-accepting Classes, in which case or cases the Plan shall constitute a motion for such relief.

8.5 Acceptance by Unimpaired Class. Classes 1, 2, 3 and 4 are Unimpaired under the Plan and are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

8.6 Rejection by Impaired Class. Class 11 does not receive or retain any property or distribution under the Plan, is Impaired under the Plan and is conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code.

ARTICLE IX CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

9.1 Conditions Precedent to the Confirmation of the Plan. Confirmation of the Plan shall not occur unless each of the following conditions has been satisfied or waived by the Plan Proponents, and the Bankruptcy Court and/or the District Court, as applicable, shall have made such findings and determinations regarding the Plan as shall enable the entry of the Confirmation